



TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Services (Services) listed on our website <http://www.trademarkroom.com> (our site) to you. Please read these terms and conditions carefully before ordering any of our Services from our site.

You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" on the registration page if you accept the Terms and Conditions.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

<http://www.trademarkroom.com> is a site operated by Trademarkroom Limited (we). We have a branch office in Boston Massachusetts and are registered in England and Wales under company number 06386580 and with our registered office at 1 Brunswick Place Southampton SO15 2AN.

2. SERVICE AVAILABILITY

Subject to Clause 3 below, our site is intended for use by people resident throughout the world

3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; [and]
- (b) You are at least 18 years old;

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your

order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to provide the Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Service will be carried out (the Confirmation).

The contract between us (Contract) will only be formed when we send you the Confirmation.



4.2 The Contract will relate only to those Services we have confirmed in the Confirmation. We will not be obliged to supply any other Services which may have been part of your order.

4.3 The Services relate to Trademarks and the provision of searches, filing and registering trademarks throughout the world.

5. OUR STATUS

5.1 Please note that we are a Limited Company. Our Directors are Solicitors and Lawyers and we have valuable experience in trade mark cases.

5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that services or products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely.

DISCLAIMER

This does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

6. PRICE AND PAYMENT

6.1 The price of the Services will be as quoted on our site from time to time, except in cases of obvious error.

6.2 These prices include VAT or other taxes that may be applicable.

6.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

6.4 Payment for all Services must be by credit or debit card. We accept payment by ALL MAJOR CREDIT CARDS.

7. OUR LIABILITY

7.1 We warrant to you that any Services purchased from us through our site will be provided to you with reasonable skill and care. This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) For fraud or fraudulent misrepresentation; or
- (c) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7.2 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:



- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

8. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. NOTICES

All notices given by you to us must be given to info@trademarkroom.com. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

10.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

10.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.



11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

12. WAIVER

12.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing

13. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.



14. ENTIRE AGREEMENT

14.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

14.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

14.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2 You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the service).

16. REFUND POLICY

You are entitled to a full refund of our fees if you send us written confirmation that you wish to cancel your order/purchase within 24 hours from the time you place your order with us. Written confirmation must be made by either post or fax. No other method of communication is accepted.

17. LAW AND JURISDICTION

The laws of England and Wales shall apply to these terms and conditions and you agree to the exclusive jurisdiction of the English courts in the unlikely event of a dispute.