

General terms and conditions

Welcome to White Label Publishing Ltd (including its trading names White Label Consultants and White Label Online). If you use our services you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern White Label Publishing Ltd's relationship with you in relation to this website.

The term White Label Publishing, White Label Consultants, White Label Online or 'us' or 'we' refers to the business whose registered office is 36 Downs Wood, Epsom, Surrey, KT18 5UL. Our company registration number is 7084279. The term 'you' refers to the client, user or viewer of our website.

Acceptance

The placing of an order with White Label Publishing Ltd by the customer will be deemed to be an acceptance of these conditions

Copyright

The copyright for all purposes in all artwork copy and other material which White Label Publishing Ltd or its employees have contributed to or reworked shall rest in White Label Publishing Ltd

Payment Policies

Accounts on invoice:

Payment terms are strictly 30 days unless otherwise agreed. White Label Publishing Ltd reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge plus interest at up to 8% over the current Bank of England base rate. White Label Publishing Ltd also reserves the right to claim for compensation for recovery costs under late payment legislation if money owed is not received by the agreed date.

Accounts on a deposit and/or prepay basis.

Although White Label Publishing Ltd reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Any changes to prices will be clearly communicated to customers prior to their application, with customers being given one month's notice of any changes. Notice will be served via email, to the email address held on the White Label Publishing account. Payment is due every 30 or 365 days, from the date the account was established. Customers will automatically be charged again at the end of their prepay period unless confirmation of the wish to close has already been received. Applications for a credit account will be considered but White Label Publishing reserves the right to refuse any

application and no reason will be given for any such refusal. Date from Credit Reference Agencies is obtained.

In situations where the card number on file is declined, or a cheque returned, White Label Publishing will immediately suspend the facility to purchase services until the outstanding charge is processed successfully. In addition, White Label Publishing Ltd reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge plus interest at up to 8% over the current Bank of England base rate. White Label Publishing Ltd also reserves the right to claim for compensation for recovery costs under late payment legislation if money owed is not received by the agreed date and under the agreed credit terms.

The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

You are required to have a valid credit/debit card or bank account and email address registered on your account at all times, failure to do so may result in suspension of your account.

All payment is in UK sterling. All prices displayed are shown excluding UK VAT.

Your personal details

Please note that whilst your email is primarily used for billing purposes, White Label Publishing reserves the right to email you information about enhancements to our systems and product offerings. You can unsubscribe from marketing communications by emailing info@whitelabelpublishing.co.uk.

We will not provide any of your personal information to other companies or individuals without your permission. However, we may need to provide your name and delivery address to third parties that White Label Publishing may use for the purposes of delivering specific services to you (e.g. customer support).

Contract Terms

All hosting, email and advertising packages are subject to a 3 month minimum contract term.

Cancellations

- After the minimum contract period, customers may cancel any package by contacting the Customer Care team on +44 (0) 737 377578 (Monday to Friday, 9:00am to 5:30pm UK time).
- Customers will be required to complete a Closure Confirmation form, authorising the permanent removal of all website and email services on the account, from our system.
- On receipt of a completed Closure Confirmation form, the account will be scheduled to close. White Label Publishing will acknowledge the closure by sending an email to the email address registered on the account.

- If White Label Publishing do not receive the completed Closure Confirmation form within 14 days of sending, the cancellation request will be discarded and the account/package will remain open.
- Any incentives that were offered to customers when opening their account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives, in the result of a cancellation.
- White Label Publishing reserves the right to cancel the service at any time.

Refunds

Fees charged on a pre-pay basis (together with account set-up fees, where applicable), are non-refundable.

Customers will only be entitled to a refund when the service is within a trial period, or where the service is cancelled by White Label Publishing. Ltd

In the event that White Label Publishing cancels the customer's service, the customer will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes White Label Publishing's Terms of Service a refund may not be issued in the event of a cancellation.

Server use

White Label Publishing Ltd reserves the right to refuse service and/or access to its servers and/or services to anyone.

White Label Publishing Ltd does not allow any of the following content to be stored on its servers:

- Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content
- Excessive download content or non-linked content.

Refusal of service based on content matching either of these two criteria is entirely at the discretion of White Label Publishing Ltd.

White Label Publishing Ltd reserves the right to move your data to a different server with no previous notice.

Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult our support website. Note: if your broadband connection is unavailable then you should contact your broadband supplier.

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services.

Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

High Resource User Policy

Resources are defined as bandwidth, processor utilization or disk space.

White Label Publishing Ltd may implement the following policy to its sole discretion:

When the resources utilised by a customer in using a service are abnormally high, White Label Publishing Ltd reserves the right to suspend that service immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our services. Customers may be offered an option whereby White Label Publishing Ltd continues supplying the service under a reduced usage criteria specified by White Label Publishing Ltd. Failure to comply with such measures may result in your service being terminated.

Disclaimers and Warranties

1. White Label Publishing does not back up Your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, White Label Publishing cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by White Label Publishing and its employees.
2. White Label Publishing makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided hereunder "as is" without warranty of any kind.
3. All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law.
4. White Label Publishing shall not be liable for any services or products to be supplied by any third party.
5. White Label Publishing shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.
6. White Label Publishing will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by

the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

7. No matter how many claims are made and whatever the basis of such claims, White Label Publishing's maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the fees paid by You for the services in relation to which Your claim arises during the 12 month period prior to such claim.
8. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of White Label Publishing, its employees or its sub-contractors.
9. White Label Publishing Ltd shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-
 - I. interruptions to the flow of data to or from the internet;
 - II. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
 - III. the effects of the failure or interruption of services provided by third parties;
 - IV. factors outside of White Label Publishing's reasonable control;
 - V. Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;