



THE FOLLOWING TERMS OF BUSINESS APPLY TO ALL SERVICES PURCHASED FROM PEN 2 PAPER INC FROM JANUARY 30TH 2004

BY PURCHASING SERVICES FROM PEN 2 PAPER INC YOU AGREE TO THESE TERMS OF BUSINESS.

## **1. DEFINITIONS**

"Agreement" means the agreement between you and Pen 2 Paper Inc. Comprising these Terms together with any Orders You may make;

"Fees" means the fee or fees (and Local Administration Costs) due for the provision of the Services as set out in any Order or (if not set out) calculated by reference to the then standard Pen 2 paper Inc, prices;

"Local Administration Costs" means any registration fees and other costs incurred by Pen 2 paper Inc on your behalf for the purchase or attempted purchase of a service including currency conversion costs and bank charges;

"Order" means the order form or letter submitted by you requesting Services;

"Service" or "Services" means any and all services provided by Pen 2 Paper Inc. Under these Terms including, management services, consultancy services without limitation, all future services offered by Pen 2 Paper Inc and any other services that may be provided.

"Standard Price List" means the list(s) of the standard prices for Pen 2 paper Inc company products and services, which are available on request.

"Subscription" means any payment made in order to receive continued services from Pen 2 paper Inc;

"Terms" means these terms and conditions of business;

"Pen2Paper" means Pen 2 Paper (UK) Inc of Flat 4 Nelson House, 101-105 Fisherton Street, Salisbury, Wiltshire, SP2 7SP United Kingdom and/or any other group member of Pen 2 paper (UK) Inc which shall supply Services to you. Pen2Paper also means Pen 2 Paper Inc.

"You and Your" mean the person, firm or company who purchases services from Pen 2 Paper Inc and any of their or its employees, consultants and authorized agents.

## **2. APPLICATION OF TERMS**

2.1 These Terms apply to any or all services to be provided by Pen 2 Paper Inc to you from time to time. These Terms are made up of a number of constituent parts, including the Service-Specific

Terms governing Pen 2 Paper's provision of the relevant service to you, as well as the general terms that govern the provision of all such Services

- 2.2 These Terms together with any Order(s) represent the entire agreement relating to the Services and supersede any arrangements previously agreed between you and Pen 2 Paper Inc. Save in the case of fraudulent misrepresentation or fraudulent concealment, any representation, warranty or undertaking, whether oral or written, (including in any previous correspondence or communication
- 2.3 No change to these Terms, or a subsequent version of these Terms as may be posted on the Pen 2 Paper website from time to time, or any other part of the Agreement, shall be binding unless made with the prior written consent of a director of Pen 2 Paper Inc. Unless Pen 2 Paper Inc notifies you to the contrary, no agent of, or person employed by or under contract with Pen 2 Paper Inc, has any authority to alter or vary these Terms or the Agreement in any way.

### **3. SERVICE-SPECIFIC TERMS AND CONDITIONS**

- 3.1 Pen 2 Paper Inc does not warrant or guarantee any postage requirements. You should take no action in respect of delays in post beyond Pen 2 Paper's control.
- 3.2 Pen 2 Paper Inc reserve the right to refuse any correspondence we deem inappropriate, coded, discourteous, disgusting, bad-mannered, vulgar, unsuitable, insulting, offensive, hateful and threatening, including all other negative descriptivism.
- 3.3 The participation of Pen 2 Paper's services and ongoing use is subject to Pen 2 Paper's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims you may have against Pen 2 Paper Inc in respect of the decision of Pen 2 Paper Inc to refuse to submit required correspondence and, without limitation, agree that the purchase price /charge paid by you to Pen 2 Paper Inc shall be non-refundable in any event.
- 3.4 Pen 2 Paper Inc accepts no responsibility in respect of the use of services or the response by which you want to provoke. Any dispute between you and any other individual or organization regarding correspondence must be resolved between the parties concerned and Pen 2 Paper will take no part in any such dispute. Pen 2 Paper Inc reserve the right, on Pen 2 Paper Inc becoming aware of such a dispute, at Pen 2 Paper's sole discretion and without giving any reason, to either suspend or cancel any correspondence and/or to make appropriate representations to the relevant authority.
- 3.5 You warrant and undertake that to the best of your knowledge and belief neither the services provided by Pen 2 Paper Inc nor the manner in which it is directly or indirectly used by you or and any licensee directly or indirectly infringes the legal rights of a third party.
- 3.6 Pen 2 Paper Inc shall not accept any responsibility for any cancellation of correspondence. Any changes made by you to your details using the "Write" facility are your own responsibility.
- 3.7 Pen 2 Paper Inc reserves the right to charge an administrative fee in respect of any enquiries that are not standard services offered in accordance with Pen 2 Paper's Standard Price List from time to time.
- 3.8 As part of the ongoing registration process, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. This information will be used by Pen 2 Paper Inc in accordance with its Privacy Policy and in accordance with the provisions of the Data Protection Act 1998.
- 3.9 All information that Pen 2 Paper Inc may request from you at registration is voluntary. However, not providing this information may prevent you from obtaining all products and services and special offers made available to members by Pen 2 Paper Inc

- 3.10 If you intend to use Pen 2 Paper's services using third party details you are still responsible for providing the contact information specified above and for providing and updating accurate relevant information. You accept liability for any wrongful use of the services provided by Pen 2 Paper Inc unless you promptly disclose the identity of the third party.
- 3.11 In addition to the information you provide, as registrar Pen 2 Paper Inc maintains records relating to the product or service purchased.

These records may include:

- (a) The original creation date of the correspondence;
- (b) The submission date and time of the correspondence application to Pen 2 Paper Inc and by Pen 2 Paper Inc to the proper registry;
- (c) Communications (electronic or paper form) constituting correspondence orders, modifications, or terminations and related correspondence between you and Pen 2 Paper Inc;
- (d) Records of account for your purchase, including dates and amounts of all payments and refunds
- (e) The IP addresses of the primary applicant and any third party respectively;
- (f) The corresponding names of those name servers;
- (g) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the IP address;
- (h) Information regarding all other activity between you and Pen 2 Paper Inc regarding your registration and related services.

Obligations relating to provided data.

- 3.12 In the event that, in registering an application to use the services provided by Pen 2 Paper Inc, You are providing information about a third party, You hereby represent that you have
- (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and
  - (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in these terms.
- 3.13 You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of these Terms and will be sufficient basis for cancellation of your order. You further agree that your failure to respond for more than 24 hours to inquiries by Pen 2 Paper Inc concerning the accuracy of contact details associated with your submission shall constitute a material breach of these Terms and will be sufficient basis for cancellation of your required service provided by Pen 2 Paper Inc.
- 3.14 Pen 2 Paper Inc will not process data about any identified or identifiable natural person that Pen 2 Paper Inc obtains from you in a way incompatible with the purposes and other limitations which Pen 2 Paper Inc describes in this Agreement or in connection with its duties under the Data Protection Act 1998.
- 3.15 Pen 2 Paper Inc will take reasonable precautions to protect the information it obtains from you from Pen 2 Paper's loss, misuse, unauthorized access or disclosure or use, or alteration or

destruction, of that information. Virtual Internet will have no liability to you or any third party to the extent that such reasonable precautions are taken.

#### Disclosure and use of registration information

- 3.16 You agree and acknowledge that Pen 2 Paper Inc will make available all purchase records including registration information you provide under applicable laws in any given country whereby an abuse of service has been found of which normally may require or permit. You further agree and acknowledge that Pen 2 paper Inc may make publicly available or directly available to the authorities, some, or all, of the purchase information you provide, for the purposes of inspection only and other purposes as required by applicable laws.
- 3.17 Additionally, You acknowledge that Pen 2 Paper Inc may establish guidelines, limits and/or requirements that relate to the amount and type of information that Pen 2 Paper Inc may or must make available to the public or to private entities and the manner in which such information is made available.
- 3.18 You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the purchase of a service or product connected directly or indirectly with Pen 2 Paper Inc (including any updates to such information), whether during or after the term of your continued custom you hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of Your purchase registration information by Pen 2 Paper Inc.

#### Ownership of data

- 3.19 You agree and acknowledge that Pen 2 Paper Inc owns all databases, compilation, collective and similar rights, title and interests worldwide in Pen 2 Paper's domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that Pen 2 Paper Inc owns the original typed correspondence of any template provided by customer using any one of Pen 2 Paper's registered and future domains.

#### **4. WEB SITE/EMAIL/ONLINE PURCHASE**

- 4.1 Pen 2 Paper Inc specifically excludes any warranty as to the accuracy or quality of information received by any person via the Pen 2 Paper website and in no event will Pen 2 Paper Inc be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.
- 4.2 You warrant to Pen 2 Paper Inc that you will only use the Pen 2 Paper Inc assigned Web Site for lawful purposes. In particular, you further warrant and undertake to Pen 2 paper Inc that:
- (a) You will not, nor will you authorize or permit any other party to, use the Pen 2 Paper Inc website in violation of any law or regulation;
  - (b) You will not knowingly or recklessly post, link to or transmit:
    - (i) any material that is unlawful, threatening, abusive, harmful, malicious, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way; or
    - (ii) any material containing a virus or other hostile computer program;(iii) any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction; and

- (c) You will conform to the standards and acceptable use policies of Pen 2 paper Inc from time to time and you will ensure that you do not make excessive or wasteful use of the Pen 2 Paper's web presence which is has detrimental consequences or that of Pen 2 Paper's other customers.
- 4.3 Pen 2 Paper Inc may suspend the service immediately in its sole discretion if it receives any complaint that material produced on the Pen 2 Paper website may be unlawful, harmful or defamatory or if it believes its standards or acceptable use policy have been breached
- 4.4 Pen 2 Paper Inc may disclose your name and address to a complaining individual or naming authority if in its reasonable discretion, it is necessary or appropriate to do so.
- 4.5 You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. Pen 2 Paper Inc will take all reasonable steps to ensure accurate and prompt routing of messages but it will not accept any liability for non-receipt or misrouting or any other failure of email.
- 4.6 You warrant, undertake and agree that:
  - (a) all transactions within any online system operated by Pen 2 Paper Inc will be contracts for the sale of goods and or services between you as the customer and your end-user customer and you agree that Pen 2 Paper Inc may include an exclusion of its liability in respect of such purchases and transactions in such form as it deems appropriate;
  - (b) You will keep secure any identification, password and other confidential information relating to your account and you will notify Pen 2 Paper Inc immediately of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password information.
- 4.7 While Pen 2 Paper Inc will use its reasonable endeavors to ensure the integrity and security of the information; it does not guarantee that the Server hosting the Pen 2 Paper Inc domain will be free from unauthorized users or hackers.

## **5. RESELLER TERMS AND CONDITIONS**

- 5.1 If you are or become an agent or representative of Pen 2 Paper Inc and provide similar services you must ensure that you continue to comply with these Terms by making your customers bound to no less comprehensive and protective Terms than these.
- 5.2 You agree that in your capacity as an agent or representative of Pen 2 Paper's services you will not incur any liability on Pen 2 Paper's part nor in any way pledge or purport to pledge its credit or purport to make any contract binding on Pen 2 Paper Inc.
- 5.3 Pen 2 Paper Inc does not accept the liability or default of your own customers as affecting or limiting your obligations under this Agreement and suggests that you require your customers to sign a form of this Agreement.
- 5.4 As an agent or representative you shall hold Pen 2 Paper Inc and shall procure that your customers hold Pen 2 Paper Inc harmless in respect of any act or omission by you or your customers and to indemnify Pen 2 Paper Inc in respect of any claims that may be made directly against Pen 2 Paper Inc.

## GENERAL TERMS AND CONDITIONS

## **6. ORDERS**

- 6.1 Each Order for Services by you shall be deemed to be an offer by you to buy the services from Pen 2 Paper Inc subject to these Terms. No Order shall be deemed to be accepted by Pen 2 Paper Inc until Pen 2 Paper Inc issues a written acknowledgement or (if earlier) the services are provided.
- 6.2 Pen 2 Paper Inc shall be under no obligation to deliver any services in addition to those identified in the order without the prior written consent of a duly authorized representative of Pen 2 Paper Inc.
- 6.3 You shall provide to Pen 2 Paper Inc, at your cost, any information, resources or facilities reasonably requested by Pen 2 Paper Inc for the delivery of the services and, where necessary, ensure that you, your employees, contractors and other suppliers co-operate fully and promptly with Pen 2 Paper Inc.
- 6.4 Any instructions supplied by you to Pen 2 Paper Inc in relation to the Services must be complete, accurate and clearly legible. Pen 2 Paper Inc reserves the right to make a charge for any costs and any additional work incurred by Pen 2 Paper Inc from any failure by you to comply with this provision and shall not be liable for any errors caused by such failure.
- 6.5 No purported cancellation of any service or part of a service will be effective unless and until Pen 2 Paper Inc gives written acknowledgement of cancellation. Pen 2 Paper Inc may, as a condition of such acknowledgement, or otherwise on early termination in accordance with clause 14, impose such reasonable charge for cancellation as it shall consider appropriate including a charge for any costs (including Local Administration Costs) and for any work incurred by Pen 2 Paper Inc at the date cancellation is acknowledged.
- 6.6 You acknowledge and agree that the services commence upon the sending of Pen 2 Paper's notice of confirmation, pursuant to clause 7.1 above, and that there is no right to cancel this agreement under the Council Directive 97/7/EC on the protection of consumers in respect of distance contracts or associated local laws.

## **7. PAYMENT**

- 7.1 Pen 2 Paper Inc will take payment under its direct debit arrangement in advance unless otherwise agreed.
- 7.2 Without prejudice to Pen 2 Paper's other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, Pen 2 Paper Inc reserves the right, forthwith and at its sole discretion, to suspend the provision of services to you.
- 7.3 Subject to an increase in third party costs such as Local Administration Costs, the Fee for the services shall be in accordance with the relevant scale of charges and rates published from time to time in Pen 2 Paper's Standard Price List. Pen 2 Paper Inc reserves the right to alter the fees payable for services at any time and any new order for services after such time shall be deemed to have been made in acceptance of such new fees. Subject to clause 8.3 such alterations will not affect any previously accepted Order or quotation given under 8.5 below.
- 7.4 You acknowledge that Local Administration Costs may differ from the amount or amounts (if any) previously indicated by Pen 2 Paper Inc as a result of changes in pricing by the relevant service, product, authority and/or changes in the exchange rate and associated bank charges and you agree to pay the actual Local Administration Costs incurred by Pen 2 Paper Inc on your behalf if higher than those set out in the purchase order.
- 7.5 Unless otherwise expressly specified in the purchase order, and subject to clause 3, all quotations given by Pen 2 Paper Inc for Pen 2 Paper's Fees are valid and current only from the date upon which they are given, after which time the quotation shall automatically expire.

- 7.6 The price of the services is exclusive of VAT or its equivalent and all other tax or duty which, if applicable, shall be payable by you in addition at the appropriate rate.
- 7.7 Pen 2 Paper Inc reserves the right to demand payment on account in advance of providing any services and unless otherwise specified in the purchase order may invoice in respect of work completed or to be carried out, before, during and after completion of such work as it sees fit.
- 7.8 You will provide Pen 2 Paper Inc with the details requested in Clause 3 and the relevant subscription details, including details of your preferred payment method and confirmation that Pen 2 Paper Inc may process your details in order to review your subscription.
- 7.9 Invoices are payable upon acceptance of order and Pen 2 Paper Inc reserves the right to refuse the undertaking of required services until payment is made. Time for payment is of the essence. With regard to fees that relate to the relevant fee for an available service, you must make payment in full before your application can be accepted.

## **8. INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS**

- 8.1 Pen 2 Paper Inc retains ownership of all intellectual property rights in any information, reports, documents, software or other materials created by Pen 2 Paper Inc as part of the Services, including all methodologies, know-how and processes used to do so (together, the "Materials"). Pen 2 Paper Inc grants to you a limited license to store and view the Materials delivered to you on your internal computer network. Unless done so strictly for your internal business use, the Materials may not be otherwise reproduced, transmitted, broadcast or displayed in public without Pen 2 Paper's prior written consent. Pen 2 Paper Inc is the proprietor of the Pen 2 Paper Inc trademark in the UK and other countries. All other trademarks, product names and company names or logos used in Pen 2 Paper's site are Pen 2 Paper's property or that of their respective owners. No permission is given by Pen 2 Paper Inc in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and you acknowledge that such use may constitute an infringement of the holder's rights.
- 8.2 You are solely responsible for obtaining all intellectual property rights clearances and/or other consents and authorizations necessary in respect of the names, marks or other materials which are the object of the services and you warrant that Pen 2 Paper Inc use of such names, marks or materials and any other information, documents or software which you supply to Pen 2 Paper Inc under this agreement (together, the "Objects") shall not infringe any third party's intellectual property rights or be otherwise unlawful or illegal.
- 8.3 On becoming aware of any dispute between you and any other individual or organization regarding the Objects, Pen 2 Paper Inc reserves the right, at its sole discretion and without notice or liability to you, to cease any further use of such Objects including, without limitation, deleting or suspending them from its computer systems and/or to make appropriate representations or provide information to any relevant authority or interested party.

## **9. LIABILITY**

- 9.1 Whilst Pen 2 Paper Inc shall use reasonable skill and care in the delivery of the services you acknowledge that the delivery of the services:
- (a) is subject to the inherent technical and operational limitations of the Internet, including, but not limited to, the lack of security and unreliability of its communications, the evolving nature of its organizational, legal and regulatory framework, and the potential inaccuracy and variable standards of its relevant data repositories, such as national domain name registries, and is therefore made without guarantee as to accuracy or completeness for which Pen 2 Paper Inc shall have no liability to you or any third party;

(b) may, in whole or in part, be prohibited, restricted or otherwise subject to relevant third party contractual provisions, such as the terms and conditions of Internet naming authorities, for which Pen 2 Paper Inc shall have no liability to you and you warrant that you shall ensure that you are made aware of, and comply with, such provisions.

9.2 Pen 2 Paper Inc shall use reasonable endeavors to provide continuing availability of the services and the services but shall not, in any event, be liable for Service interruptions or down time of the server due to the Internet.

9.3 Pen 2 Paper Inc shall not be liable for any delay or failure to perform its obligations under this agreement where such delay or failure is due to circumstances beyond its reasonable control including, without limitation, any act or omission by you or providers of Internet connectivity and other events of *force majeure*. Any time deadlines set out in the purchase order or otherwise agreed are estimates only.

9.4 All conditions, terms, representations (other than fraudulent representations) and warranties relating to the services, whether implied by law or otherwise, which are not expressly stated in this agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are excluded to the fullest extent possible by law.

9.5 Pen 2 Paper's total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with this agreement and the provision of the services shall be limited to the price paid by you in respect of the services which are the subject of any such claim and provided that you notify Pen 2 Paper Inc of any such claim within 24 hrs of it arising. In no event shall Pen 2 Paper Inc be liable to you for any loss of business, contracts, profits or anticipated savings, goodwill or for any other indirect or consequential or economic loss whatsoever.

9.6 Nothing in this agreement shall limit or exclude Pen 2 Paper's liability for death or personal injury resulting from Pen 2 Paper's negligence or any other liability, the limitation or restriction of which is prohibited by law.

9.7 The services are provided by Pen 2 Paper Inc for your exclusive use. Pen 2 Paper Inc does not accept any liability or obligation towards any third party or generally towards any person and the Contract (Rights of Third Parties) Act 1999 shall not apply to the relationship between you and Pen 2 Paper Inc.

## **10. INDEMNITY**

10.1 You agree to indemnify and keep indemnified and hold Pen 2 Paper Inc and its directors, officers, employees and agents on demand harmless from and against any claim brought against Pen 2 Paper Inc or by a third party resulting from the provision of Services by Pen 2 Paper Inc to you and/or your use of the services and/or any product, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by Pen 2 Paper Inc in consequence of your breach or non-observance of these terms of business.

## **11. CONFIDENTIALITY AND PUBLICITY**

11.1 Both You and Pen 2 Paper Inc undertake not to disclose to a third party any confidential information which you or Pen 2 Paper Inc receives relating to the contents or performance of this Agreement or the other's business in general, and shall procure that each of its directors and employees shall not do so, except with the prior consent in writing of the other, as required by law, or to the extent to which that information is publicly available or already known to the receiving party at the date of receipt other than through any unauthorized disclosure by any person.

- 11.2 Without prejudice to clause 12.1, Pen 2 Paper Inc shall be entitled to mention your name as a client of Pen 2 Paper Inc and the name(s) of products in respect of which Pen 2 Paper Inc provides services in publicity and promotional material on and off-line without your prior consent unless you send notice in writing to Pen 2 Paper Inc (by post to Legal Department, Pen 2 Paper Inc, Flat 4 Nelson House, 101-105 Fisherton Street, Salisbury, Wiltshire SP27SP or by email to scribe@pen-2-paper.com) referencing this clause and requesting no publicity. Any request will only apply to publicity material to be prepared after such notice is given and Pen 2 Paper Inc will be under no obligation to cease using material printed or published prior to such notice.

## **12. CREDIT CARD SECURITY**

- 12.1 Pen 2 paper Inc use a secure server that implements Secure Socket Layer (SSL) technology (certified to the standard for encrypted credit card transactions) to prevent any person from gaining access to Your credit card or registration information whilst it is being transmitted across the Internet.
- 12.2 If you discover that goods or services have been ordered from Pen 2 paper Inc using your credit card details in circumstances where you had not agreed to or authorized this, then (provided you have not, through failure to take reasonable care, allowed an unauthorized person to gain access to your credit card details, purchaser ID or password) Pen 2 Paper Inc are required to refund to you the money they receive provided that:
- (a) You inform Your credit card company and Pen 2 paper Inc of the unauthorized purchase as soon as you discover it; and
  - (b) you co-operate with your credit card company, the supplier, Pen 2 paper Inc and, if necessary, the police in relation to the unauthorized use.

## **13. TERMINATION**

- 13.1 Pen 2 Paper Inc may terminate this agreement forthwith if you fail to pay any sums due to Pen 2 Paper Inc as they fall due or if, in its reasonable opinion, you do not have sufficient knowledge to use the service without excessive ongoing technical support.
- 13.2 Pen 2 Paper Inc may terminate this agreement upon written notice if You breach any of these terms and you fail to correct the breach within 5 days following written notice from Pen 2 Paper Inc specifying the breach, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
- 13.3 On termination of the Agreement Pen 2 Paper Inc shall be entitled immediately to refuse any future agreements including usage of services and products supplied by and ongoing through Pen 2 Paper Inc.

## **14. LAW**

- 14.1 For the adjudication of disputes concerning or arising from use of the services and products offered by Pen 2 paper Inc the complainant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the domain name holder's domicile and (2) the courts of England.
- 14.2 Subject to clause 16.1 above,
- (a) The Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its promotion) shall be governed by and construed in accordance with English law.

- (b) each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

## **15. ENTIRE AGREEMENT**

- 15.1 These Terms together with any Order and any document expressly referred to in them, contain the entire agreement between Pen 2 paper Inc relating to the subject matter covered and, save in the case of fraudulent misrepresentation or fraudulent concealment, supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between Pen 2 Paper Inc in relation to such matters. [Pen 2 Paper Inc may alter these Terms at any time without notification to you provided the current terms are always available on Pen 2 Paper's website]. No oral explanation or oral information given by any party shall alter the interpretation of these Terms.
- 15.2 You confirm that, in agreeing to these Terms, You have not relied on any representation save insofar as the same has expressly in these Terms been made a representation and You agree that You shall have no remedy in respect of any misrepresentation (other than a fraudulent misrepresentation) which has not become a term of this Agreement.

## **16. MISCELLANEOUS**

- 16.1 If any provision of this Agreement or part thereof shall be void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 16.2 Your rights and obligations under this Agreement are personal to you and you undertake that you shall not nor purport to: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 16.3 Pen 2 Paper Inc reserves the right to sub-contract any of the work required to fulfill the Services and to assign this Agreement upon notice to you.
- 16.4 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 16.5 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 16.6 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 16.7 Other than as expressly set out in Clause •, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement