



**LEE-DICKENS LTD.**



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Certificate Number: FM29298

# UNIVERSAL TERMS OF SERVICE AGREEMENT

## 1. Overview

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between Lee-Dickens Ltd., a UK limited liability company and you, and is made effective as of the date of your use of the service or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the **sitewatch.systems** site and the associated products and services purchased from Lee-Dickens Ltd or accessed through the sitewatch.systems site (individually and collectively, the "Services"). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms "we", "us" or "our" shall refer to Lee-Dickens Ltd. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 2. Payments

Unless otherwise stated, subscriptions to the services are annual and are payable in advance and are not refundable under any circumstance.

Lee-Dickens reserve the right to cancel the service at any point once subscription has expired.

Orders are subject to our Standard Terms and Conditions of Sale which can be downloaded from our website [www.lee-dickens.co.uk](http://www.lee-dickens.co.uk)

## 3. Service Operation and Availability

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

We are not responsible if you are not able to use the service because your equipment does not work properly, is not compatible with the service or because of faults in any network .

Support is available during our standard office hours via [support@lee-dickens.co.uk](mailto:support@lee-dickens.co.uk) or telephone on +44 1536 760156

#### **4. Modifications**

Depending on the service you may be able to make online changes to your service. We may offer reasonable support to allow you to make simple changes to your existing settings. Where you request changes to the service we may need to charge you for our work in which case we will send you a quotation.

#### **5. Associate Users**

Associate Accounts are provided to allow you to give a third-party access to some or all of your data. It is your responsibility to verify that all the accessible information is relevant and appropriate for the Associate Account users.

Access to your Associate Accounts can be amended cancelled or suspended by our support team during standard office hours.

#### **6. Privacy**

Our current Privacy Policy can be found on our website [www.lee-dickens.co.uk](http://www.lee-dickens.co.uk)

#### **7. DISCONTINUED SERVICES; END OF LIFE POLICY**

Lee-Dickens Ltd reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although Lee-Dickens Ltd makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, that product or service will no longer be supported by Lee-Dickens Ltd, in any way, effective on the EOL date.

**Notice and Migration.** In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, Lee-Dickens Ltd will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by Lee-Dickens Ltd in its sole and absolute discretion. Lee-Dickens Ltd may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration.

**No Liability.** Lee-Dickens Ltd will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

In no event will Lee-Dickens Ltd be liable to you or any third party for any damages including any lost profits lost savings or other incidental or consequential damages arising out of the use or inability to use the Service even if Lee-Dickens have been advised of the possibility of such damages or for any claim by any other party.