
TERMS OF SALE

BACKGROUND:

These Terms of Sale set out the terms under which Paid Services, accessed via Subscriptions, is sold by Us to business customers through this website, referralfile.com ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase of a Subscription to access Paid Services, as explained in Clause 6;
"Paid Services"	means the digital services sold by Us through Our Site;
"Subscription"	means a subscription to Our Site providing access to Paid Services;
"Subscription Confirmation"	means Our acceptance and confirmation of your purchase of a Subscription;
"Subscription ID"	means the reference number for your Subscription; and
"We/Us/Our"	means ReferralFile a division of Underwood Technology Ventures Limited, a company registered in England under 10219315 of Gateshead International Business Centre, Mulgrave Terrace, Gateshead, NE8 1AN.

2. Information About Us

2.1 Our Site, referralfile.com, is owned and operated by Underwood Technology Ventures Limited, a limited company registered in England under 10219315, of Gateshead International Business Centre, Mulgrave Terrace, Gateshead, NE8 1AN.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part

of it) is unavailable at any time and for any period.

- 3.4 Use of Our Site is subject to Our Website Terms of Use <https://referralfile.com/terms>. Please ensure that you have read them carefully and that you understand them.

4. Business Customers and Consumers

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Paid Services for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Paid Services from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Subscriptions, Paid Services, Pricing and Availability

- 5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 30 calendar days before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 11.1.
- 5.2 Minor changes may, from time to time, be made to certain Paid Services, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Services and should not normally affect your use of that Paid Services. However, if any change is made that would affect your use of the Paid Services, suitable information will be provided to you.
- 5.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Services.
- 5.4 Where any updates are made to Paid Services, that Paid Services will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Services. Please note that this does not prevent Us from enhancing the Paid Services, thereby going beyond the original description.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.9 regarding VAT, however).
- 5.6 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with

processing your order in this case until you respond. If We do not receive a response from you within 48 hours, We will treat your order as cancelled and notify you of this in writing.

- 5.7 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.4.
- 5.8 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions [and renewals] will be charged at the new price.
- 5.9 Prices on Our Site are shown exclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment. Currently we are not registered for VAT, once we register, VAT will be automatically added to your subscription.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Services that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Subscription Confirmations shall contain the following information:
 - 6.4.1 Your Subscription ID;
 - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Services available as part of it;
 - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
 - 6.4.4 The duration of your Subscription
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal

circumstances. If We have taken payment any such sums will be refunded to you.

- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

7. Payment

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept the following methods of payment on Our Site:
 - 7.3.1 Credit and Debit Card
- 7.4 If you do not make any payment due to Us on time, We will suspend your access to the Paid Services. For more information, please refer to sub-Clause 8.4. If you do not make payment within 5 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.5 If you believe that We have charged you an incorrect amount, please contact Us at the address above as soon as reasonably possible to let Us know. You will not be charged for Paid Services while availability is suspended.

8. Provision of Paid Services

- 8.1 Paid Services appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
- 8.2 In some limited circumstances, We may need to suspend the provision of Paid Services (in full or in part) for one or more of the following reasons:
 - 8.2.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
 - 8.2.2 To update the Paid Services to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or
 - 8.2.3 To make more significant changes to the Paid Services, as described above in sub-Clause 5.3.
- 8.3 If We need to suspend availability of the Paid Services for any of the reasons set out in sub-Clause 8.2, We will aim inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Services, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you

that it is going to last) for more than 36 hours, you may end the Contract as described below in sub-Clause 11.2.

- 8.4 We may suspend provision of the Paid Services if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 5 days of Our notice, We may suspend provision of the Paid Services until We have received all outstanding sums due from you. If We do suspend provision of the Paid Services, We will inform you of the suspension. You will not be charged for any Paid Services while provision is suspended.

9. Licence

- 9.1 When you purchase a Subscription to access Paid Services, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Services for commercial purposes. The licence granted to you does not give you any rights in Our Paid Services (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
- 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Services (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

10. Ending Your Subscription

- 10.1 You may cancel your Subscription at any time, however subject to Clause 11 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Paid Services for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 10.2 If you wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish, however for your convenience We may offer a cancellation form on Our Site and will include it with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
- 10.2.1 Email: hello@referralfile.com;
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 10.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 10.4 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription

11. Ending the Contract Because of Something We Have Done (or Will Do)

- 11.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Services (as described in sub-Clauses 5.1 or 5.3), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Services until that date.
- 11.2 If We have suspended availability of the Paid Services for more than 36 hours, or We have informed you that We are going to suspend availability for more than 36 hours, you may end the Contract immediately, as described in sub-Clause 8.3. If you end the Contract for this reason, We will issue you with a refund for the current month.
- 11.3 If availability of the Paid Services will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See sub-Clause 13.2.6 for more information. If you end the Contract for this reason, We will issue you with a refund for the current month.
- 11.4 If We inform you of an error in the price or description of your Subscription or the Paid Services and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a refund.
- 11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 11.6 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish, however for your convenience We may offer a cancellation form on Our Site and will include it with the Subscription Confirmation. If you would prefer to contact Us directly to cancel, please use the following details:
- 11.6.1 Email: hello@referralfile.com
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 11.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.8 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.9 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your.

12. Our Liability

- 12.1 Subject to sub-Clause 12.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in

connection with any contract between you and Us.

- 12.2 Subject to sub-Clause 12.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be £50.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

13. **Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

- 13.2.1 We will inform you as soon as is reasonably possible;

- 13.2.2 We will take all reasonable steps to minimise the delay;

- 13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Services as necessary;

- 13.2.5 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;

- 13.2.6 If an event outside of Our control and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We may offer a cancellation form on Our Site. If you would prefer to contact Us directly to cancel, please use the following details:

- Email: hello@referralfile.com;

- In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the

Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription [unless you specifically request that We make a refund using a different method].

14. **Communication and Contact Details**

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us email at hello@referralfile.com, or by post at ReferralFile, Underwood Technology Ventures, Gateshead International Business Centre, Mulgrave Terrace, Gateshead, NE8 1AN.
- 14.2 For matters relating the Paid Services or your Subscription, please contact Us email at hello@referralfile.com, or by post at ReferralFile, Underwood Technology Ventures, Gateshead International Business Centre, Mulgrave Terrace, Gateshead, NE8 1AN.
- 14.3 For matters relating to cancellations, please contact Us email at hello@referralfile.com, or by post at ReferralFile, Underwood Technology Ventures, Gateshead International Business Centre, Mulgrave Terrace, Gateshead, NE8 1AN, or refer to the relevant Clauses above.

15. **Complaints and Feedback**

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 15.2.1 By email, addressed to hello@referralfile.com

16. **How We Use Your Personal Information (Data Protection)**

- 16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

17. **Other Important Terms**

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms

of Sale (and under the Contract, as applicable) without Our express written permission. We reserve the right to not permit the assignment if we so chose.

- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 11.1 above).

18. **Law and Jurisdiction**

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.