

LANDMARK SERVICE AGREEMENT

TERMS AND CONDITIONS

Terms of Service

This Agreement, which governs the terms and conditions of your use of Landmark Space Limited Virtual Office services (hereinafter referred to as the "service" or "services") is between you ("You," "User," or "Client"), as an authorized user of the Services, and Landmark Space Limited (hereinafter referred to as the "Company" "Landmark Space"). Details of the Virtual Office package and Client including Name, Address, contact details and date of commencement are as provided in the online Application Process on the Landmark Space website www.Landmarkspace.co.uk.

1. **TERMS OF USE** The use of the Services constitutes your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or the third party's behalf. Client agrees that the Services will be used only as provided in such terms and conditions for legitimate business purposes. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

2. **TERM OF AGREEMENT** The initial term of this agreement is reflected of page 1 of this agreement or the term for which initially paid for by the client whichever the longer. This Agreement will be automatically renewed and extended for successive periods of the initial term of this agreement (each a "Renewal Term") until terminated, as provided herein, by either Client or the Company. The client may terminate Services upon expiration of the Initial Term or any Renewal Term by giving written notice of termination one full calendar month prior to the end of the existing Term (3, 6 or 12 months). No prorated refunds shall apply and Client is still liable for any and all overage charges if applicable during final term of agreement. Client's written notice to terminate the Agreement must be sent by email addressed to memberships@landmarkspace.co.uk. Written notice from the Company to terminate the Agreement shall be sent by either email to Client's email address, or by first class mail to Client's last known address on record. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of the Client's change of address and/or communications services and, if appropriate, arrange a redirect service for any subsequent mail. Subsequent mail received at the virtual office location will be returned to sender if applicable and all communications services will terminate at that point. Any special agreement to extend the mail forwarding service beyond the cancellation date will be at the sole discretion of the company including the cost of that service if it is to be provided.

3. **THE SERVICE.** The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on the Landmark Space website, www.landmarkspace.co.uk. The company is entitled to sub-contract or appoint an agent in respect of any element of the services. User acknowledges and agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify or discontinue all or part of the Service.

4. **USER RATES.** The Company reserves the right, in its sole discretion, to change pricing of the service upon thirty (30) days' notice.

5. **PAYMENTS AND CHARGES.** By electing to purchase the services, you warrant that all information you submit is true, valid and accurate. Commencement of the services will be dependent on having received the following

- A completed application form
- Two acceptable forms of identification including one photographic ID and a proof of address
- A signed Direct Debit form
- Deposit equivalent to one full month's fee payment in advance
- Setup Fee (as specified in agreement) payment in advance

You agree to pay by direct debit on the 1st (or the next working day if 1st is not a working day) day of the month including any costs incurred for postage, telephone and/or other services provided during the preceding calendar month. You understand that the first Direct Debit payment will be adjusted to take into account the one month advance payment made at the time of application in order to be aligned with future Direct Debit payments on the 1st of each month. You agree to promptly notify the Company of any changes to your contact or bank account details as disclosed in the application process. If, for any reason, a Direct Debit is not signed then you agree to make an initial, upfront payment of at least three months. You will be invoiced for any subsequent period (which will be of the same duration), one month ahead of the expiry of the final month.

Any payment received after the due date may incur a £50 plus VAT late payment fee. If payment for your account is not received by the due date, you agree to pay all amounts due, including late payment fees. The Company may employ the services of an external 3rd party collection agency who will pursue arrears payments on behalf of the Company. Any collection fees incurred by the Company, will be applied to the initial arrears amount including any remaining contract balance. You agree to pay the Company interest of 8% per annum above the prevailing Bank of England base rate on all amounts owing from the due date for payment until the receipt of cleared funds. The Company reserves the right, on account of failure to pay your account by the due date, to retain any correspondence or telephone messages intended for the client and terminate this agreement without notice. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.

6. MAIL FORWARDING

(i) all mail delivered to you at the Virtual Office address (the address'1 will be forwarded by first class Royal Mail to the address designated by you on the Application process as soon as reasonably practicable after receipt at the address

(a) Unless otherwise agreed in advance in writing:

(ii) no warranties are given regarding the availability of company staff or representatives being available to sign for or forward mail delivered to the Address outside normal office hours, Monday to Friday, excluding bank holidays.

(iii) mail delivered to you at the Address may be made available for collection, by prior written agreement, subject to modest volumes being received. Irrespective of any agreement for the client to collect mail from the Business Centre, the company reserves the right to forward any mail by post or courier rather than await collection if special circumstances should make that a preferable option or if mail remains uncollected for a period of more than 6 days.

(iv) the cost of postage plus a handling charge equivalent to 20% of the cost of postage, and/or any storage charges as specified elsewhere in the Terms and Conditions, will be invoiced at the end of each calendar month and are due for settlement within 14 days. Late payment charges may apply if an invoice remains unpaid after the start of the following month.

(b) In the event that mail delivered to you at the Address is not marked in such a way that the company is able to ascertain from the outside packaging that it is intended for you, we reserve the right to open such mail to determine for whom it is intended.

(c) In the event that you believe we have failed to forward mail sent to you at the Address in accordance with this Agreement, you must notify us and the sender in writing as soon as reasonably practicable upon becoming aware of the same and, in the event that we have received such mail and not forwarded it, we will forward it to you (we accept no liability for mail that you cannot prove has been delivered to the Address and, for the purpose of this Clause, proof of postage of mail sent to you at the Address shall not constitute proof of delivery).

(d) All risks in mail delivered to you at the Address shall pass to you immediately upon delivery to the Address and it is your sole responsibility to arrange for appropriate insurance cover from such time.

(e) We reserve the right in our absolute discretion to withhold from forwarding and/or to pass to any relevant authority, including HM Revenue and Customs, any mail delivered to you at the Address, without notice to you.

(f) You will not arrange for or permit the delivery of any noxious, harmful, illegal, deteriorating or dangerous substances to the Address and, in the event that we have reason to believe that any mail item delivered to you at the Address is or may be, in any way, noxious, harmful, illegal, deteriorating or dangerous, we reserve the right to dispose of such mail item as we see fit.

(g) We reserve the right, at our sole discretion and on notice in writing to you, to refuse delivery of and return to the sender (at your sole cost) or to withhold from forwarding any mail items delivered to you at the Address that are above 5kg in weight or larger than 50cm in length or larger than 1 metre in girth or multiple items in one delivery or multiple deliveries such as mail promotion, marketing promotion and mail order commercial activities. In the event that we withhold such items from forwarding, we reserve the right to charge you a storage fee pending collection by a courier nominated by you or delivery by us on such terms as may be agreed.

(h) In the event that, for whatever reason (including, without limitation, as a result of any marketing or promotional campaign) you envisage a material increase in the volume of mail delivered to you at the Address, you will notify us in writing as soon as you become aware of the circumstances likely to give rise to such change in volume. Where the expected or actual increase in mail delivered to you at the Address is more than 20% in any one calendar month (above the average monthly volume prior to that month), we reserve the right, on notice in writing to you, to increase the Fees payable in respect of the Mail Forwarding. Services proportionate to the amount of the increase and/or to invoice you in advance on account of future Fees that may accrue.

(i) Unless otherwise agreed in advance and in writing, the Mail Forwarding Services may not be used in any direct marketing campaign which is likely to result in more than 40 items of mail being delivered to you at the Address in any one calendar month.

(j) You may not use the Address for the purposes of registering with the UK electoral register.

(k) You may not use the Address for your Registered Address in the UK unless you have ticked the appropriate box on the application forms and thereby agreed to pay the additional fee due. (i)

You may not use the Address for your personal purposes.

7. TELEPHONE NUMBERS AND CALL HANDLING

The Company will, in accordance with the Virtual package selected in the online Application Process, provide the client with, as appropriate, dedicated telephone number(s), forward calls to a specified telephone number(s), answer calls, take and forward messages. Charges as specified within the Application Process will apply. Any telephone numbers issued for use by the client will remain the property of the Company and/or their appointed service provider. The client will not sell or transfer (or attempt as much) any telephone number provided for their use. The Company reserves the right to change any telephone number for any reason provided reasonable notice is given.

8. **LINKS.** The Service or related websites may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

9. **INTELLECTUAL PROPERTY RIGHTS.** User acknowledges that content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Landmark Space Site or through the Service is protected by copyright, trademarks, service marks, patents or other proprietary agreements and laws and User is only permitted to use the Content as expressly authorized by the Company. These Terms do not transfer any right, title, or interest in the Service, Site or the Content to User, and User may not copy, reproduce, distribute, or create derivative works from this Content without express authorization by the Company. User agrees not to use or divulge to others any information designated by the Company as proprietary or confidential. Any unauthorized use of any Content contained on the Site or through the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Except as specifically permitted herein, no portion of the information on the Landmark Space site may be reproduced in any form, or by any means, without prior written permission from the company. Users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on the site for any public, personal or commercial purposes.

10. **TRADEMARKS.** "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company's rights in the Company Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.



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11. **DISCLAIMER.** User expressly agrees that use of the Landmark Space site and the service is at user's sole risk. The site and the service are provided on an "as is", "as available" basis. The company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance. The company makes no warranty that the site or service will meet user's requirements, or that the site or service will be uninterrupted, timely, secure, error free or virus-free nor does the company make any warranty as to the results that may be obtained from the use of the site or the service or as to the accuracy or reliability of any content or any information or products obtained through the site or service or that defects in the service will be corrected. User understands and agrees that any material or data downloaded or otherwise obtained through the use of the site or service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download or use of such material or data. Some jurisdictions do not allow the exclusion of certain warranties under certain circumstances; consequently, some of the above exclusions may not apply to user, in whole or in part.
12. **LIMIT OF LIABILITY.** As a condition of use of the Service, and in consideration of the Services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company (the "Company Affiliates"), will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Service, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of Company and/or the Company Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. The Company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if the Company has been advised of the possibility of such damages. The entire liability of the Company and Your exclusive remedy with respect to the use of the site and service are limited to the lesser of (1) the amount actually paid by you for the Service during the three (3) months preceding the date of Your claim; or (2) UK £500.00. You hereby release the Company and the Company Affiliates from any all obligations, liabilities and claims in excess of this limitation.
13. **NO RESALE.** User agrees not to reproduce, duplicate, copy, sell, resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company.
14. **LAWFUL USE.** User agrees that use of the site and services is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.
15. **INDEMNIFICATION.** User will defend, indemnify and hold harmless the Company and the Company Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or Users customers send or receive. User hereby indemnifies and holds harmless the Company and Company Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception,
16. **TERMINATION.** The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of the User, violation of any terms listed in this policy; or failure to pay for Services. The Company shall not be liable to User or any third party for termination of the Service or Site. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by the company in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.
17. **SEVERABILITY.** In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. The Company's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.
18. **JURISDICTION.** This Agreement shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

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