**Terms and Conditions for MyUKpost.com**

**1. ACCEPTANCE OF TERMS**

Welcome to MyUKpost Ltd. (registered in the UK number 07834017)

The following are the terms and conditions for use of the “MyUKpost Online Mailbox” (hereafter called Online Mailbox) service including without limitation imaging, forwarding, archival, and other services which may be offered from time to time by MyUKpost Ltd for use with your membership (each feature individually and collectively referred to as the "Service").
Online Mailbox is a Service provided by MyUKpost ltd. MyUKpost Ltd frequently updates, modifies, and otherwise continually seeks to improve our Service. Such changes often dictate that we simultaneously modify our User Agreement. As such, the following User Agreement may be updated by us from time to time without notice to you.
You may review the most recent version of the User Agreement at any time at here.

Please read them carefully. This Service is only provided to individuals who are at least 18 years old.

BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE
REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("USER AGREEMENT").

**2. INTRODUCTION**

In this User Agreement, "you" and "your" refer to each customer ("Customer") and "we", "us" and "our" refer to MyUKpost Ltd. ("Online Mailbox").
MyUKpost Ltd, is also referred to as MyUKpost.com and operates MyUKpost Mail and related services at and through the website
[www.MyUKpost.com](https://www.myukpost.com/).

This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services.

By selecting Online Mailbox's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Online Mailbox service(s) or to modify or cancel your Online Mailbox service(s) (even if we were not notified of such authorisation),
this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in Bury, Lancs, UK the location of our principal place of business.

Upon registration, you will be asked to provide, proof of ID (passport/driving licence and a utility bill, no more than 3 months old.

**3. DESCRIPTION OF SERVICE**

Myukpost.com currently provides members with a collection of imaging, forwarding, and archival services. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Myukpost.com services, shall be subject to the User Agreement. You understand and agree that the Service is provided "AS-IS" and that MyUKpost Ltd assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, documents, or personalisation settings.
In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web including a computer and modem or other access device.
You understand that the technical processing and transmission to the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
MyUKpost Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
You agree that MyUKpost Limited shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
Access to the Myukpost.com web site may be subject to scheduled and unscheduled outages which may impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages.
To enable us to deliver your postal service mail via email you must notify us of the email address that you wish us to send your emails to. This can done at any time, via the user login panel, on registration and anytime thereafter, We reserve the right to offer a second and third email address free of charge, but if we see fit, we can withdraw this offer. We are not responsible for any breaches of security and who has access to any email address that you inform us to send mail to.
You authorise us to open all physical mail we receive on your behalf, whether or not the mail is addressed to you. You also authorise us to scan your mail into our system and to make and retain paper copies, electronic copies, and/or images of those items.
Packages and mail items will be forwarded or returned based on your instructions and you will be responsible for the associated charges; including any including handling fees. However, you must make arrangements with those parties from whom you purchase goods or from whom you otherwise expect packages to be sent to you, to have those packages sent to our delivery address.
We reserve the right to open any and/or all mail, packages and parcels for the purpose of ensuring the contents are legal under UK Law, and do not pose a “Health and Safety” risk to our staff and agents. We reserve the right to make available our books, records and files to any UK authorised Law Enforcement including Trading Standards.

Any suspicious item will immediately be reported to the Greater Manchester Police or similar body that we see fit.

In the event that any item is confiscated, MyUKpost is not liable in any way for costs, loss and damages.

MyUKPost will immediately terminate and/or suspended the membership of the client, and we reserve the right to charge the client the cost of confiscating/destroying such. (Typically by using the current payment details held)

Mail that is not shredded upon receipt will be archived to hardcopy storage for the period you select.

Individual original mail pieces are available to you upon request. Processing charges will apply. After the archive period all mail will be shredded and discarded.
Electronic versions will be available to you during the period you select. At the end of that period they will be purged from our systems and will no longer be available to you. You may opt to have electronic versions of your mail archived to DVD/CD for your future reference.
MyUKpost will forward all mail and parcels to clients, as based on the current delivery agreement we have with you, All parcels and packages will be sent via Couriers that only provide tracking and insurance, unless the Royal Mail is used.

MyUKpost are not liable for any items lost, damaged or delayed once in hands of the Courier/Royal Mail.

For smaller mail items, that are sent in envelopes, we will self-witness proof of postage, unless otherwise instructed by the client to send recorded/special delivery etc.

We reserve the right to contact the client if we feel that an item of mail is of value to obtain delivery instructions, we are not liable for any delays if we cannot contact the client.
When sending items outside the European Union (EU) we are not responsible for taxes, duties, and customs at the receiving authority. Likewise if we are receiving items from Overseas we are not responsible for any duty’s payable, and any delay caused by the delay in the client paying the outstanding amounts.

**4. NOTICES AND ANNOUNCEMENTS**

You authorise us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet communication or to enhance your use of the Internet and/or other relevant matters.

**5. YOUR MEMBERSHIP OBLIGATIONS**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as given on the MyUKpost Registration Form and (b) maintain and promptly advise MyUKpost Ltd of any update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or MyUKpost Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MyUKpost Ltd has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**6. PRICES, FEES, PAYMENTS AND YOUR RIGHT TO CANCEL**

In consideration for Services received, you shall pay to MyUKpost Ltd a monthly service fee at the applicable rate then in effect. Applicable rates are listed on the MyUKpost Ltd website

|  |  |  |  |
| --- | --- | --- | --- |
| **Monthly membership/Use of Address unlimited family and friends** | **£10 per month** |  |  |
| **Scanning of Mail** | **35p per page** |  |  |
| **Handling costs of goods, other than simple mail** | **10% of invoice/value of goods** |  |  |
| **Use of North Manchester Address Non Ltd Co.** | **£2.50/trading name** |  |  |
| **Registered Office North Manchester** | **£5 per month** |  |  |
| **London Address Unlimited Personal and Non Ltd Co** | **£20.00 per month** |  |  |
| **London Registered Office** | **£5.00 per month, (£22.50 total inc address)** |  |  |
| **Company Secretary** | **£15 per month** |  |  |
| **Handling Received Mail/item** | **75p/letter/package** |  |  |
| **Multiple Limited Company Offices and Secretaries** | **Discounts by written quotation, call +44 161 764 9790 for a quote or info@myUKpost.com** |  |  |
| **Arranging Courier** | **£15 per consignment** |  |  |
| **Commercial Invoices** | **£10 per consignment** |  |  |
| **Receiving and Arranging “signed for” mail** | **£5 per item** |  |  |
| **Multiple Scanning Documents  (100+)** | **From 20p per side, call for details** |  |  |
| **OCR scanned documents** | **60p per page** |  |  |
| **iSecure Mail plus sms** | **50p per page** |  |  |
| **Shredding/Destroying documents** | **5p per page** |  |  |
| **1 month storage** | **free** |  |  |
| **3 months storage** | **£15** |  |  |
| **6 months storage** | **£20** |  |  |
| **9 months storage** | **£30** |  |  |
| **12 months storage** | **£40** |  |  |
| **Unlimited web hosting and emails** | **£15.00 per month, £10pcm per email account** |  |  |
| **Postage** | **Cost plus 10% plus card fees if applicable min £1** |  |  |
| **Stationary/envelopes etc** | **Cost plus 10% plus card fees if applicable; min £1** |  |  |
| **Paying of Bills /Invoices on behalf of client** | **Costs plus 10% plus card fees if applicable** |  |  |
| **Cheque banking** | **£5 per cheque (minimum £10)** |  |  |
| **Shopping Service** | **Cost plus 15%, nett of bank transfer fees; no paypal or credit cards** |  |  |
| **Ebay/Amazon/Mail order/electronic goods etc. forwarding** | **Cost plus 10% plus card fees if applicable** |  |  |
| **DVD burning** | **£2 per disc** |  |  |
| **Printing onto Photo-paper** | **£1 per photo (standard)** |  |  |
| **Live Telephone Answering Service** | **£30 per month plus 75p/min + any divert fees if app** |  |  |
| **Reserving UK and International Tele Numbers** | **£10 per plus cost of line** |  |  |
| **Telephone Calls, where advice given and to suppliers, couriers, forwarders etc** | **£1 per call, plus 50p per min** |  |  |
| **Printing onto Letterheads** | **£1 first page, 50p thereafter** |  |  |
| **Looking out for Special/Urgent Mail/posting into RM** | **£1 to £1.50 per item** |  |  |
| **Creation of Export Letters/Invoices/Customs Docs/VAT reclaim** | **£10-20** |  |  |
| **Handling Important Documents, such as credit cards, driving licences, passports, V5’s etc** | **£10-15 per item discounted for more than one item per month** |  |  |
| **Cancellation of Services within the 1st 3 months** | **£40 (discretionary) or one month deposit** |  |  |
|  **Limited/LLP Company Fees** |  |  |  |
| **Formation of a Company, without a package** | **£49.95 plus CH fees** |  |  |
| **PLC’s, Trust Co’s, Holding Co’s** | **By written quotation** |  |  |
| **Registered Office North Manchester** | **£10 per month** |  |  |
| **Registered Office Regent St London** | **£20.00 per month** |  |  |
| **Company Secretary** | **£10 per month** |  |  |
| **Submission of Returns and Accounts** | **£15 per event** |  |  |
| **Change of Director and details** | **£10 per event** |  |  |
| **Web Notification Code from CH** | **£10** |  |  |
| **Printed Share Certificate** | **£5** |  |  |
| **Sealed & Witnessed Share Certificate** | **£25** |  |  |
| **Electronic Share Certificate** | **Free of charge** |  |  |
| **VAT application** | **£30 (application only)** |  |  |
| **Additional VAT questions** | **£10 per letter** |  |  |
| **Company Seal** | **£35** |  |  |
| **Company Stamp** | **£25** |  |  |
| **Bound Memorandum and Articles** | **£95** |  |  |
| **Maintenance of Company Register** | **2 events per year free of charge, thereafter £10 per event** |  |  |
| **Annual Return Non Trading Company Submission** | **Free** |  |  |
| **Annual Accounts Non Trading Company Submission** | **Free** |  |  |
| **Annual Return Trading Company Submission** | **£20** |  |  |
| **Annual Accounts Trading Company Submission** | **£20** |  |  |
| **Attending AGM and EGM** | **By written agreement** |  |  |
|  **Other Fees** |  |  |  |
| **Requesting a missed payment (discretionary)without prior notice** | **£10** |  |  |
| **Cancellation of Services without prior notifying via email, including notifying government agencies/banks etc of no known longer at address** | **£15-25/letter (discretionary)** |  |  |
| **Overseas Calls where advice given  and chasing invoices (discretionary)** | **£1 per minute** |  |  |
| **Striking Off/Resigning as Co Sec due to non-payment or Trading Standards Issues** | **£100** |  |  |
| **Creation of Power of Attorney/ General Advice** | **£125/hour** |  |  |
| **General Administration Hourly Rate** | **£85/hour** |  |  |
| **Notary, Legal and Apostile Fees** | **Cost plus 20% handling, minimum £25** |  |  |
| **All prices subject to change without notice, currency based is UK GBP, Bank Transfer Fees are the sender’s responsibility, myUKpost to receive the nett invoice.** |  |  |  |
| **All packaged offers are inclusive as per the offer, extras are as of this pricelist** |  |  |  |
| **We welcome enquiries for bespoke packages and individual quotations supersede this price list** |  |  |  |
| **See latest offers pages for packages and multiple discounts** |  |  |  |
| **Any item that needs individually posting cost plus 10% plus card fees if applicable** |  |  |  |
| **Distance Selling Rules guarantee apply within  the EU and start from the date of informing the client their unique address** | **All fees plus VAT if living in the EU** |  |  |
| **Card fees as of 1st March 2013, for purchases on behalf of clients over £40 (discretionary)** | **4.5%** |  |  |
|  | **1st Dec 2016** |  |  |

MyUKpost Ltd reserves the right to adjust its rates at any time without prior notice, if we change the prices we will inform you via email.

MyUKpost Ltd may from time to time offer limited time "Free Trial" or similar promotions during which no subscription fee or a reduced subscription fee shall apply.
During such promotions, all provisions of this Agreement shall remain in full force and effect. MyUKpost Ltd may in its discretion place restrictions on such "Free Trials", such as limiting you to one free trial, limiting available features or services, etc. Service fees are due and payable before Online Mailbox is used. If MyUKpost Ltd does not receive full payment of your Online Mailbox account balance within thirty (30) days of the date your account statement is made available to you, an additional 1.5%
(or the highest amount permitted by UK law, whichever is lower) per month late charge may be added to your bill and will be immediately due and payable.
You also agree to be liable for all Legal' fees, costs and/or disbursements incurred by MyUKpost Ltd relating to the collection of your unpaid account.
The charges contained on your account statement will be deemed acceptable by you unless you notify MyUKpost Ltd of any billing discrepancy within sixty (60) days after they first appear on your account statement.
You also agree to timely pay for: (i) any purchases made or facilitated through Online Mailbox; and (ii) any communications charges or other fees incurred in connection with your use of Online Mailbox including, without limitation, all charges and surcharges relating to telephone and computer equipment, communications links, connect time costs, and internet service provider fees.

**Credit/Debit Card Payment.**

If you have elected to pay by credit/debit card, and MyUKpost Ltd does not receive payment from the credit card issuer, you agree to pay all amounts due MyUKpost Ltd immediately upon demand by MyUKpost Ltd. MyUkpost are responsible for the fees that the Credit card providers charge. Each time you use Online Mailbox you agree that MyUKpost Ltd is authorised to charge your designated credit card account for the applicable rate for Online Mailbox then in effect. (Your agreement with your credit card issuer governs use of your credit card, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder.) We reserve the right, as per our issued price list to charge clients the credit card processing fee, when we purchase items, goods, services on their behalf.

**Deposits/Tokens**

As part of the services offered by MyUKpost Ltd, in order to expedite our service, we require that customers place a deposit on registration, this amount is held on account and used only for the purpose of paying for additional services, (ie scanning, postage and packaging etc).

Once this amount reaches £5.00 we will automatically top-up the account, by the amount agreed on registration. Both parties, by mutual agreement can increase and decrease this amount depending on volume.

As mentioned below, the deposits held are totally refundable on cancellation of the service (minus any outstanding amounts.) and are not under any contractual period.
If you feel that this amount is too low, then we can change this amount, subject to separate written confirmation from you, same in return if you feel £40 is too high.

Some of our payments are processed via PayPal, Barclaycard and American Express.

All Auto-tops are processed via PayPal References Transactions and can be cancelled at any time without penalties

All Auto-tops are processed via Barclaycard References Transactions and can be cancelled at any time without penalties

All Auto-tops are processed via Barclaycard/Amex References Transactions and can be cancelled at any time without penalties

**Termination or Cancellation by You.**

You are free to terminate or cancel this Agreement at any time, and for any reason; provided, however, to be effective you must carry out such termination in accordance with the policies and procedures established by MyUKpost Ltd.

If you terminate the agreement during the middle of the month, your service will continue through the end of the month. If you have any questions concerning the appropriate method by which to cancel this Agreement, you should contact MyUKpost via your control panel that is activated and given to you when you register.

We reserve the right to terminate any account, at any time for any reason, especially if the monthly membership fee is not paid.

Please note that if you have used any of our addresses for registering with Banks, Credit Cards, DVLA, Passport Agency etc, that upon cancellation we will inform them that you are no longer at using/at care/of our address.

Any items received whilst an account is in arrears/late payment will be held until payment is made, in the event of items received after cancellation, we reserve the right to charge a “handling fee” for every item that is received after cancellation. In the event of no reply from the “ex-client” we will return the items to the sender, or withhold to settle outstanding debts.

**What is our cancellation policy?**

As mentioned in our terms and conditions, you can cancel at any time, all you need to do is log on through your control panel, and send a message through the contact us/cancel ticket system. Any funds that are owing on your deposit account\* (after initial period), will be refunded straight away. To prevent fraud, this is the only means that we can accept cancellation, as this way is trackable.

In the event of reasonable suspicious behaviour of any client of myUKpost, we reserve the right to immediately terminate an account, without recourse or explanation. However; if in the extremely unlikely market events or legislation changes/amends or is introduced, that makes our service provision not commercially viable/compliant, we reserve the right to terminate our services with 120 days’ notice; to the main email address contact held on file. If during this time, we also reserve the right to offer new terms and conditions, which are commercially viable/compliant, to succeed any agreement, but the your (client’s rights are protected/reserved to seek provision elsewhere, in this notice period.

The Distance Selling Rules of 2000, we totally respect and will honour the distance selling rules for all clients within the EU, the commencement date of service shall be the date that we notify the client their unique address, and for 7 business days from this point.  However the moment that you start to use our services and/or when we accept your submitted compliance ID documents; then these rights are waived.

 **The Postal Services Act 2000**

Under the above act, once we receive notice to cancel, we will cease to open any mail from that date, all we will do is forward the mail to the last address you kept on file. Any future changes in the law, and we will abide accordingly with such, and notify you via email.

**Refunds.**

If you cancel your contract in accordance with the policies and procedures established by MyUKpost Ltd and there is a credit/deposit on the account, MyUKpost will credit the contract within 28 days. This will be refunded less any other outstanding payments, fees or monies due to MyUKpost.

We will not refund the membership fees for any part of the month remaining, only credits/deposits held on account. Nor will we refund any deposits for cancelled accounts within 3 months of acceptance of your compliance ID documents. (This is to cover the high costs, checks and referencing involved with opening an account, and also to help prevent fraudulent applications.

Renewal late payments. MyUKpost will charge, from the original renewal date, through to the end of the contract date (new renewal date) and reactivate the customer account and original address. If a new account (address) is created then this will be subject to the standard setup fee at the time of the new account being requested.

**7. MEMBER CONDUCT**

Nature of Communications. You acknowledge that MyUKpost Ltd cannot, and does not intend to, screen any communication in advance for accuracy, completeness, or conformity with this Agreement or any applicable laws.

Accordingly, you acknowledge that MyUKpost Ltd, nor any of its affiliates, agents, content providers or service providers shall assume or have any liability whatsoever to you or any other party for any action or inaction by MyUKpost Ltd or any of its affiliates, agents, content providers or service providers with respect to communications made by or through MyUKpost Ltd.

Specific Prohibitions.

You may not use, nor allow any others to use Online Mailbox, either directly or
indirectly, to make, create, solicit, transmit, upload, or publish any comment, request, suggestion, proposal, image, data file, or other communication which:
(i) is, or is likely to be perceived by an intended recipient or target to be, obscene, lewd, lascivious, filthy, or indecent, with intent to annoy, abuse, threaten, or harass another person;
(ii) violates any rights of others, including but not limited to, infringement of any proprietary rights, copyrights, trademarks, patents, or trade secrets;
(iii) libels, defames or slanders any person, or infringes upon any person's privacy rights;
(iv) contains or embodies any computer virus, harmful component or corrupted data;
(v) adversely affects the performance or availability of Online Mailbox for any Online Mailbox user(s);
(vi) impersonates any person or entity, including without limitation Online Mailbox personnel;
(vii) attempts to solicit or collect any personal information whatsoever from a minor without appropriate prior verifiable parental consent; or
(viii) violates any applicable local, state, national, international or foreign law, including, but not limited to, laws relating to the export of prohibited or restricted information to foreign nationals or nations as set forth in the rules and regulations of the United Kingdom Department of State, the United Kingdom Department of Commerce and any other related governing body.
In addition, you may not use Online Mailbox to: send unsolicited advertising or promotional materials (including, without limitation, "spam" or bulk e-mail and/or "chain"-type letters); or facilitate or promote activities that constitute gambling. MyUKpost Ltd also reserves the right to modify or cancel any
"User ID", including those that it deems offensive, vulgar or obscene.
No Reverse Engineering or Alteration. You may not modify, translate, reverse engineer, decompile, or disassemble Online Mailbox, or any component thereof (including, but not limited to, any third party content or services contained in Online Mailbox), or remove any proprietary notices or labels
contained in Online Mailbox or permit any other party to do so. All applicable rights to patents, copyrights, trademarks and trade secrets contained in Online Mailbox and any modifications to them are, and shall remain, the property of MyUKpost Ltd or its third party content and/or service providers, as the case may be.

**8. MYUKPOST LTD - Privacy Policy**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy.

**9. MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.
You agree to
(a) immediately notify MyUKpost Ltd of any unauthorised use of your password or account or any other breach of security, and
(b) ensure that you exit from your account at the end of each session.
MyUKpost Ltd cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

**10. SPECIAL CONSIDERATIONS FOR INTERNATIONAL USE**

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside.

**11. INDEMNITY**

You agree to indemnify and hold MyUKpost Ltd, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the User Agreement, or your violation of any rights of another.

**12. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service; Unless you have the written permission of MyUKpost, under an approved affiliate programme.

**13. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that MyUKpost Ltd shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

**14. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because MyUKpost Ltd has no control over such sites and resources, you acknowledge and agree that MyUKpost Ltd is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising,
products, or other materials on or available from such sites or resources. You further acknowledge and agree that MyUKpost Ltd 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, goods or services available on or through any such site or resource.

**15. DISCLAIMER OF WARRANTIES**
YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
MYUKPOST LTD DOES NOT WARRANT THAT THE SERVICES ARE COMPLETELY ERROR-FREE NOR DOES MYUKPOST LTD WARRANT ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.
THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYUKPOST LIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
MYUKPOST LTD MAKES NO WARRANTY THAT
(i) THE SERVICE WILL MEET YOUR REQUIREMENTS,
(ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE,
(iii) THE RESULTS THAT MAYBE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE,
(iv)THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION,
OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND
(v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. INFORMATION ON THE WEB SITE MAY CONTAIN TECHNICAL
INACCURACIES OR TYPOGRAPHICAL ERRORS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE
SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MYUKPOST LIMITED OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**16. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MYUKPOST LTD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES,INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MYUKPOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:
(i) THE USE OR THE INABILITY TO USE THE SERVICE;
(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED
OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
(iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
(iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR THE SERVICE; OR
(v) ANY OTHER MATTER RELATING TO THE SERVICE. HIGH RISK ACTIVITIES. MYUKPOST LTD IS NOT FAULT-TOLERANT AND IS NOT
DESIGNED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR
COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF MYUKPOST.COM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL
DAMAGE ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THIS AGREEMENT, MYUKPOST.COM AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS
SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

**17. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE ABOVE SECTIONS MAY NOT APPLY TO YOU.

**18. GENERAL INFORMATION**

The User Agreement constitute the entire agreement between you and MyUKpost Ltd and govern your use of the Service, superseding any prior agreements between you and MyUKpost Limited. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

The User Agreement and the relationship between you and MyUKpost Ltd shall be governed by the laws of the England and Wales without regard to its conflict of law provisions.

You and MyUKpost Ltd agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Lancashire, United Kingdom. The failure of MyUKpost Ltd to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the User Agreement remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
The section titles in the User Agreement are for convenience only and have no legal or contractual effect.

**19. SEVERABILITY**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will
remain in full force and effect.

**20. ENTIRETY**

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**21. NON-ASSIGNMENT**

Your rights under this Agreement are not assignable. Any attempt by you to assign your rights shall render this Agreement voidable at our option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at our option.
**22. AGREEMENT TO BE BOUND**

By applying for a MyUKpost Ltd service(s) through our online application process or by applying for and registering a domain name as part of our e-mail template application process or by using the service(s) provided by MyUKpost Ltd under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by MyUKpost Ltd.

**23. LANGUAGE**

It is the express will of the parties that this contractual agreement and all related documents have been drawn up in English, any dispute will only be held in this language.

**24. FORCE MAJEURE**

Our delay in or failure to perform any of the services under this Agreement shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond our reasonable control. In such instances, we agree to resume performance of the services as soon as commercially feasible to do.

**25. COPYRIGHT AND TRADEMARK NOTICES:**

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