

FRANCOTYP-POSTALIA LIMITED TERMS OF WEBSITE USE

This page tells you the terms of use on which you may make use of our websites www.fpmailing.co.uk and/or www.fpmymail.co.uk ("the site"), whether as a guest or an account holder. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.fpmailing.co.uk and www.fpmymail.co.uk are websites operated by Francotyp-Postalia Limited ("we", "us" or "our"). We are a limited company registered in England and Wales under company number 2445645 and have our registered office and main trading address at 74, Questor, Powdermill Lane, Dartford, Kent DA1 1EF. Our VAT number is 566261823. Our telephone number is 01322 405 000. Our email address is enquiries@fpmailing.co.uk.

We are approved by the Royal Mail as a manufacturer and maintainer of franking machines. We also supply folder/inserters machines.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to all or part of our site.

If you choose, or you are provided with, a pin number or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any pin number or the like, whether chosen by you or allocated by us, at any time, if you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You must install and keep up to date virus-checking software for your hardware and software systems. You must also ensure that your information technology is compatible with ours and that any hardware, software or communication link you may use is sufficient and appropriate. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy of any page(s) from our site for your personal reference, but subject to that you must not (in any manner whatsoever) reproduce, duplicate, copy or re-sell all or any part of our site. You may draw the attention of others within your organisation to material posted on our site.

You must not in any way modify the copies of any materials you have printed off, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of our site in breach of these terms of use or you otherwise breach these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

You are referred to our terms and conditions of sale which set out the terms that apply to products and services supplied including relevant warranties ("Terms of Sale"); these are available at [*insert link to terms*]. Nothing in these terms affects our liability under the Terms of Sale.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. As stated above the Terms of Sale (including warranties) that apply to products and services supplied are available at [[Terms of Sale](#)] and nothing in these terms affects our liability under the Terms of Sale. We set out below certain exclusions of our liability. However, the below do not apply to or affect the Terms of Sale. In addition the below do not apply to and we do not limit or exclude our liability for death or personal injury arising from our negligence, under s2(3) Consumer Protection Act 1987, under s12(1) Sale of Goods Act 1979, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Subject as stated above and to the extent permitted by law, we expressly exclude:

- All conditions, warranties and other terms in relation to the material displayed on our site which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;

- loss of goodwill;
- wasted management or office time; and
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy [[Privacy Policy](#)]. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods or services formed through our site or as a result of visits made by you are governed by our Terms of Sale; these are available at [[Terms of Sale](#)].

UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards as set out below. You warrant that any such contribution does comply with those standards, and you shall indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose, subject to our privacy policy [[Privacy Policy](#)]. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site for any reason and if, in our opinion, such material does not comply with the content standards set out below.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, time-bombs, keystroke loggers, spyware, adware, other material which is malicious or technologically harmful or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware ("Harmful Material"). You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will take reasonable steps to prevent any Harmful Material being introduced to our site. You must also install and use your own virus protection and other appropriate software to prevent Harmful Material being introduced to any software or computer equipment used by you. Provided we have taken reasonable steps to prevent any Harmful Material being

introduced to our site, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other Harmful Material that has been introduced by you or any third party and that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE PROHIBITED


You may not link to our site. Our site must not be framed on any other site.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

TRADE MARKS



[], the names Francotyp-Postalia, mymail, optimail, ultimail, centormail and jetmail are trade marks and/or trade names of ours and/or our parent company.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards, below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any Harmful Material.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- News page.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We use reasonable endeavours to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (“contributions”), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

If you breach these terms, we may take such action as we deem appropriate. This may include our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for example for reimbursement of all damages and costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken as above. The responses described above in this policy are not limited, and we may take any other action we reasonably deem appropriate.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact enquiries@fpmailing.co.uk.

COMPLAINTS PROCEDURE

We aim to offer you an efficient, effective and comprehensive service. If you are dissatisfied with any aspect of our services, you should in the first instance raise the matter with our administration department who will respond within 5 business days. If our administration department are unable to resolve the matter to your satisfaction, the matter will be raised with a senior manager who will investigate as quickly as possible and make reasonable efforts to find a satisfactory solution in as short a time as practicable.

Complaints should be made to: admin@fpmailing.co.uk

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Thank you for visiting our site.

Francotyp-Postalia Limited

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