
**LEXREX WEBSITE AND LEGAL DIRECTORIES HUB AND HUB+
TERMS OF USE**

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, <https://lexrexcommunications.com> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of Paid Content. Please refer to Our [Terms of Sale](#) for more information.

1. Definitions and Interpretation

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

"Account"	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Paid Content"	means digital content made available for sale via Our Site;
"User"	means a user of Our Site;
"User Content"	means any content submitted to Our Site by Users including, but not limited to, reviews, comments, chat content, questions, and written content;
"We/Us/Our"	means LexRex Communications Ltd a company registered in England under 08262105 , OF Unit T16, 3 rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB..

2. **Information About Us**

Our Site, <https://lexrexcommunications.com/>, is owned and operated by LexRex Communications Ltd a limited company registered in England under **08262105**, of Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB. Our VAT number is 150 8184 20.

3. **Access to 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.

4. **Accounts**

- 4.1 Certain parts of Our Site (including the ability to purchase Paid Content from Us) may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 15 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

We require that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at Victoria.moffatt@lexrexcommunications.com. We will not be liable for any unauthorised use of your Account.

- 4.4 You must not use anyone else’s Account.
- 4.5 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 16.
- 4.6 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.

5. **Intellectual Property Rights**

- 5.1 With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 5.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless

given express written permission to do so by Us.

- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page(s) from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not re-use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site whether by business users or consumers.

6. **User Content**

- 6.1 User Content on Our Site includes (but is not necessarily limited to) content submitted to Our Site by Users including, but not limited to, reviews, comments, chat content, questions, and other written content;
- 6.2 An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent, and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 11.
- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
- 6.6 If you wish to remove User Content from Our Site, the User Content in question will be anonymised by removing your username and avatar (if applicable). Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.7 We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

- 6.8 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

7. **Links to Our Site**

- 7.1 You may link to Our Site provided that:
- 7.1.1 you do so in a fair and legal manner;
 - 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 7.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 7.2 You may not link to any page other than the homepage of Our Site, <https://lexrexcommunications.com/>. Deep-linking to other pages requires Our express written permission. Please contact Us at Victoria.moffatt@lexrexcommunications.com for further information.
- 7.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at Victoria.moffatt@lexrexcommunications.com for further information.
- 7.4 You may not link to Our Site from any other site the main content of which contains material that:
- 7.4.1 is sexually explicit;
 - 7.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 7.4.3 promotes violence;
 - 7.4.4 promotes or assists in any form of unlawful activity;
 - 7.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 7.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 7.4.7 is calculated or is otherwise likely to deceive another person;
 - 7.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 7.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
 - 7.4.10 implies any form of affiliation with Us where none exists;
 - 7.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

7.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7.5 The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

8. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. **Liability and Disclaimers**

9.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Site.

9.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning Paid Content for sale through Our Site. Please refer to Our [Terms of Sale](#) for more information.

9.4 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.

9.5 If you are a business user, We hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.6 If you are a consumer user, please note that Our Site is intended for business use only, however if, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details on consumer rights, please contact your local Citizens Advice Bureau or Trading Standards Office.

- 9.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 9.8 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
- 9.9 The limitations of liability included in this Clause 9 apply only to the use of Our Site and not to the sale of Paid Content, which is governed separately by Our [Terms of Sale](#).

10. **Viruses, Malware and Security**

- 10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 10.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 10.6 By breaching the provisions of sub-Clauses 10.3 to 10.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. **Acceptable Usage Policy**

- 11.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 11. Specifically:
 - 11.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 11.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 11.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 11.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 11.2 When submitting User Content (or communicating in any other way using Our

Site), you must not submit, communicate or otherwise do anything that:

- 11.2.1 is sexually explicit;
 - 11.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 11.2.3 promotes violence;
 - 11.2.4 promotes or assists in any form of unlawful activity;
 - 11.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
 - 11.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 11.2.7 is calculated or is otherwise likely to deceive;
 - 11.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 11.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 11.2);
 - 11.2.10 implies any form of affiliation with Us where none exists;
 - 11.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 11.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 11.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 11 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
- 11.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 11.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 11.3.3 issue you with a written warning;
 - 11.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 11.3.5 take further legal action against you as appropriate;
 - 11.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 11.3.7 any other actions which We deem reasonably appropriate (and lawful).
- 11.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

12. **Privacy and Cookies**

Use of Our Site is also governed by Our **Cookie [to be provided]** and [Privacy Policies](#). These policies are incorporated into these Terms of Use by this reference.

13. **Changes to these Terms of Use**

13.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

13.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

14. **Contacting Us**

To contact Us, please email Us at Victoria.moffatt@lexrexcommunications.com or using any of the methods provided on Our [contact page](#).

15. **Communications from Us**

15.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

15.2 We will never send you marketing emails of any kind without your consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 14 business days for Us to comply with your request. During that time, you may continue to receive emails from Us. Furthermore if you unsubscribe from marketing emails you will also be unsubscribed from free Hub memberships.

15.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at Victoria.moffatt@lexrexcommunications.com or via <https://lexrexcommunications.com/contact/>.

16. **Data Protection**

16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

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](#) and **Cookie Policy [to be provided]**.

17. Law and Jurisdiction

- 17.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 17.2 If you are a business, any disputes concerning these Terms of Use, 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.
- 17.3 If you are a consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

**LEXREX LEGAL DIRECTORIES HUB+ MEMBERSHIP
TERMS OF SALE**

BACKGROUND:

These Terms of Sale set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to business customers through this website, <https://lexrexcommunications.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 Content 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 Content, as explained in Clause 6;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Paid Content"	means the digital content sold by Us through Our Site;
"Subscription"	means a subscription to Our Site providing access to Paid Content;
"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 LexRex Communications Ltd a company registered in England under 08262105 , of Unit T16, 3 rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.

2. Information About Us

2.1 Our Site, <https://lexrexcommunications.com> is owned and operated by LexRex

Communications Ltd, a limited company registered in England under **08262105**, of Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB. Our VAT number is 150 8184 20.

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- 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](#). 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 Content 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 Content 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 Content, 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 3 months 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 Content, 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 Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, 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 Content. If We do so, We will inform you at least 3 months before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 11.1.
- 5.4 Where any updates are made to Paid Content, that Paid Content will continue

to match Our description of it as provided to you before you purchased your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, 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. All pricing information is reviewed and updated every 12 months. 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 7 days, 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 both exclusive of and inclusive 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.

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 Content 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 Content 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 (including the start date, and the renewal date);
- 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 unless you specifically request that We make a refund using a different method.

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 on each renewal date.
- 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 Stripe subscription;
 - 7.3.2 Monthly invoicing is only for Enterprise subscribers;
- 7.4 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.4. If you do not make payment within 7 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 Victoria.moffatt@lexrexcommunications.com as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

8. **Provision of Paid Content**

- 8.1 Paid Content 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 Content (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 Content 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 Content, as described above in sub-Clause 5.3.
- 8.3 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.2, We will 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 Content, 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 28 days, you may end the Contract as described below in sub-Clause 11.2.
- 8.4 We may suspend provision of the Paid Content 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 7 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend provision of the Paid Content, We will inform you of the suspension. You will not be charged for any Paid Content while provision is suspended.

9. **Licence**

- 9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (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 Content (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').
 - 9.2.2 Your subscription provides a licence for use by one individual. If you require multiple licences you must contact victoria.moffatt@lexrexcommunications.com to upgrade to an Enterprise subscription. We reserve an absolute and unlimited right to require you to upgrade to an Enterprise subscription or cancel Your subscription.

10. Ending Your Subscription

- 10.1 You may cancel your Subscription at any time, however subject to sub-Clause 10.2 and 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 Content 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 purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 10.3 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 offer a cancellation form on Our Site [to be provided] and will include a link to 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:
- 10.3.1 Email: Victoria.moffatt@lexrexcommunications.com
- 10.3.2 Post: Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 10.4 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.
- 10.5 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.
- 10.6 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 Content (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 Content until that date.
- 11.2 If We have suspended availability of the Paid Content for more than 28 days, or We have informed you that We are going to suspend availability for more than 28 days, 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 1-month subscription amount refund.

- 11.3 If availability of the Paid Content 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 1-month subscription amount refund.
- 11.4 If We inform you of an error in the price or description of your Subscription or the Paid Content 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 1-month subscription amount 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 offer a cancellation form on Our Site [to be provided] and will include [a link to] it with the Subscription Confirmation. If you would prefer to contact Us directly to cancel, please use the following details:
 - 11.6.1 Telephone: 0161 393 6121;
 - 11.6.2 Email: Victoria.moffatt@lexrexcommunications.com
 - 11.6.3 Post: Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB;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 Subscription.

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 either £250 or 25% of the total sums paid by you under the contract in question, whichever is the greater sum.
- 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 Content as necessary;

13.2.5 If the event outside of Our control continues for more than 28 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 28 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 occurs and continues for more than 28 days and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site [to be provided]. If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: 0161 393 6121

Email: Victoria.moffatt@lexrexcommunications.com;

Post: Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB;

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 28 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.

14. **Communication and Contact Details**

14.1 If you wish to contact Us with general questions or complaints, you may

contact Us by telephone at 0161 393 6121, by email at Victoria.moffatt@lexrexcommunications.com, or by post at Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.

14.2 For matters relating the Paid Content or your Subscription, please contact Us by telephone at 0161 393 6121, by email at Victoria.moffatt@lexrexcommunications.com, or by post at Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.

14.3 For matters relating to cancellations, please contact Us by telephone at 0161 393 6121, by email at Victoria.moffatt@lexrexcommunications.com, by post at Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB, 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 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Victoria Moffatt.

15.3 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:

15.3.1 In writing, addressed to Victoria Moffatt, managing director at Unit T16, 3rd Floor, Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB, or refer to the relevant Clauses above;

15.3.2 By email, addressed to Victoria Moffatt, managing director at Victoria.moffatt@lexrexcommunications.com;

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

16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

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 <https://lexrexcommunications.com/privacy-policy/> and Cookie Policy <https://lexrexcommunications.com/privacy-policy/> [to be provided].

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.

- 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.