

Website services terms and conditions

SERVICES TERMS AND CONDITIONS

1. INTRODUCTION AND ACCEPTANCE OF TERMS

- 1.1 We operate the website 360docubox.com (the "**Website**"). We are RAPIDITEE B.V., a company registered in The Netherlands under company number 68119674, whose VAT number is NL857310653B01 and whose registered office is located at Van IJsendijkstraat 407 2e etage unit links, 1442LB Purmerend, The Netherlands ("**we**", "**our**" or "**us**"),
- 1.2 These terms and conditions ("**Terms**"), together with our Terms of Website Use, Privacy Policy and Cookies Policy (together the "**Agreement**") tell you information about us and the legal terms and conditions on which we provide the Services (as defined in section 2 below) and access to the Website to you.
- 1.3 We only use your personal information in accordance with our Privacy Policy and Cookies Policy. Please take the time to read these, as they include important terms which apply to you.
- 1.4 References in these Terms to "you" are to the individual using the Website and the Services for private and non-commercial purposes.
- 1.5 You should print a copy of these Terms or save them to your computer for future reference.
- 1.6 We amend these Terms from time to time. Every time you use the Services, the Terms in force at that time will apply to such use of the Services. Every time you wish to use the Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in March 2016. All major and material changes to this Agreement will be notified to you in advance of such changes taking effect. If any change is unacceptable to you, you should cease using the Website and/or close your account. If, however, you continue to use the Website after the date on which the changes to this Agreement comes into effect, you will be deemed to have accepted those changes.

2. SERVICES

- 2.1 We provide a subscription based service for administrative products and assistance ("**Services**"). Our Services are limited to the following:
 - 2.1.1 access to a personal and secure cloud storage area ("**Digital Safe**") to store documents (up to 10GB);
 - 2.1.2 access to a customer area ("**User Platform**") which provides access to a library of template letters;
 - 2.1.3 access to administrative support services ("**Admin Support Services**") by telephone, online-chat or by email. Our telephone and online support services are open from 8.00am to 10.00pm on weekdays, and from 9.00am to 8.00pm during weekends and public holidays in the United Kingdom. Our administrative support team can also be contacted by email. The Admin Support Services also include access to a library of administrative procedure

tutorials through the User Platform. Contact details for our Admin Support Services are available [here](#).

3. THE ORDER PROCESS

- 3.1 You must be at least 18 years of age in order to purchase the Services on the Website.
- 3.2 The ordering process for subscribing for the Services is as follows:
 - 3.2.1 you must follow the procedure set out on the Website and submit an order for Services, the order that you submit being a "**Subscription Request**";
 - 3.2.2 during the order process set out at section 3.2.1 above, if you do not already have a customer account, you shall provide personal details that will automatically create a customer account for you on completion of the Subscription Request ("**Customer Account**");
 - 3.2.3 you will be issued with a password as part of the registration process to open your Customer Account. You must use all reasonable steps to keep your password confidential, and must inform us if you suspect or discover that your password has become known to someone else; and
 - 3.2.4 once we have assessed your Subscription Request, and if we decide that we will proceed with your order, we will send you an email to confirm that your order has been accepted ("**Order Confirmation**"). Once we send you the Order Confirmation, your Subscription Request will become an "**Order**". The Agreement together with the Order will become legally binding on you and us when we send you the Order Confirmation.

4. TERM OF AGREEMENT

- 4.1 Following completion of your Order, a trial period of the Services will run for 3 calendar days from the date of your Order Confirmation ("**Trial Period**").
- 4.2 Once the Trial Period has expired this Agreement will continue automatically until termination or cancellation in accordance with section 6 below.

5. PRICES AND PAYMENT

- 5.1 A fee of £0.90 will be payable for the Trial Period on completion of your Order ("**Trial Fee**").
- 5.2 Following the Trial Period there will be charges ("**Subscription Fees**") every two months for the Services. The first Subscription Fee will be due on the first day immediately following the end of the Trial Period (the "**First Subscription Fee Payment Date**"). Subsequent Subscription Fees will be due every second month following the First Subscription Fee Payment Date.
- 5.3 The Trial Fee and Subscription Fees (together "**Fees**") are set out on our website 360docubox.com and may change from time to time, subject to us providing you with written notice by email within a reasonable time in advance of each such change.
- 5.4 The Fees include VAT and any applicable sales tax.
- 5.5 We are not obliged to honour prices that are the result of obvious errors and which you could reasonably be expected to know are mis-pricing.

- 5.6 You must submit your credit or debit card details when making an Order.
- 5.7 The Fees shall be debited from your account in pounds sterling.
- 5.8 If your credit or debit card is rejected and the Fees are therefore unpaid, we will contact you to ask you to provide alternative payment details. We reserve the right to refuse to provide the Services if you fail to pay the required Fees in accordance with the terms of this Agreement.
- 5.9 We shall be entitled to suspend the provision of the Services for the duration of any period in which the payment of any Fee is overdue and we shall not be obliged to repay any portion of the Fees paid in advance for any period in which we suspend the Service.

6. TERMINATION AND RIGHT TO CANCEL

- 6.1 By submitting an order you are authorising us to perform the Services immediately once we issue you with an Order Confirmation and therefore you will not have a right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 6.2 However, you may still terminate this Agreement at any time by emailing us at contact@360docubox.com, or by contacting us through our Admin Support Services.
- 6.3 You can cancel your purchase of our Services by emailing us at contact@360docubox.com, or by contacting us through our Admin Support Services, and providing your full name, email address and request to cancel.
- 6.4 If you cancel your purchase of our Services within 120 days from the date of this agreement, we will refund your payments in full not later than 14 days after the date you notify us of your decision to cancel. Please note that your access to the Services will be blocked with immediate effect upon receipt of your cancellation notice.
- 6.5 If you cancel your purchase of our Services after the 120th day following the date of this agreement, you will be entitled to request a refund of the sums you have disbursed during the last 120 days preceding the notification of your decision. If your request for a refund is accepted your refund will be paid within 14 days of your request to cancel. Your access to the Services will be blocked from the date of your notice of cancellation. Prior to cancellation it is your obligation to back up any files stored in your Digital Safe. Refunds will only be available for payments made up to the value of the full amount paid by you to us under the terms of this agreement.
- 6.6 We may terminate this Agreement and/or your Customer Account with immediate effect by written notice to you if:
 - 6.6.1 you become insolvent;
 - 6.6.2 you are unable to pay any amount due under this Agreement, including any interest accrued, by the date due;
 - 6.6.3 you become bankrupt either voluntarily or as required by law; and/or
 - 6.6.4 you are in breach of any term of this Agreement.
- 6.7 We may terminate this Agreement and/or your Customer Account at any time for any reason by giving you not less than 30 days' written notice.

- 6.8 Upon termination of this Agreement for any reason:
- 6.8.1 you shall immediately pay all outstanding sums owed by you to us (including any applicable interest);
 - 6.8.2 the accrued rights, remedies, obligations and liabilities of each party as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
 - 6.8.3 any sections of this Agreement which expressly or by implication have effect after termination shall continue in full force and effect.

7. YOUR UNDERTAKINGS

- 7.1 You undertake:
- 7.1.1 not to copy, duplicate or in any way reproduce any manuals or documents provided by us or our partners in connection with the Services, nor knowingly to permit the same, without our prior written consent.
 - 7.1.2 not to re-sell, re-market or otherwise distribute any portion of the Services or offer the Services to others unless specifically permitted in writing by us.
 - 7.1.3 not to use the Services or the Website: (i) for any illegal or immoral purpose; or (ii) other than in accordance with the terms of this Agreement.
 - 7.1.4 to be solely responsible for any data uploaded by you in connection with the Services and to take all necessary precautions to ensure that information supplied is accurate and safe.
 - 7.1.5 to be solely responsible for carrying out all necessary back up procedures for your own benefit in the event of loss or deletion of your information or data for any reason.
 - 7.1.6 to comply with all of the terms of this Agreement in full.
- 7.2 You must provide, at your own cost, all telecommunication services, computers and other equipment or services necessary to enable you to access the Services. You must comply with all rules and regulations that apply to the communication means by which you access the Services.

8. OUR UNDERTAKINGS

- 8.1 We will provide the Services with reasonable care and skill and using adequately trained and qualified personnel.
- 8.2 Without prejudice to any other provision of these Terms, if we receive written notice from you of any breach by us of section 8.1, we will, at our own expense, remedy that breach as soon as reasonably practicable (and, in any event, within 30 days) after receiving that notice, failing which, you may pursue any rights or remedies available to you.
- 8.3 We will have no obligation under this Agreement to the extent a claim is based on use of the Services in a manner inconsistent with this Agreement or as a result of the negligence or wilful misconduct of you.

9. RIGHTS AND LIABILITIES

- 9.1 We may subcontract the performance of any or all of our duties and obligations under these Conditions as we shall in its absolute discretion consider necessary or expedient, provided that the we remain liable for the acts and omissions of those subcontractors as if they were our own.
- 9.2 We only supply the Services to you for your domestic and private use and you agree not to use the Services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3 Subject to section 9.2, if we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Agreement.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of either party for:
- 9.4.1 death or personal injury resulting from its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 9.4.2 fraud or fraudulent misrepresentation by it or its employees; or
 - 9.4.3 any liability which cannot be excluded or limited by law.
- 9.5 Please note that if we reasonably suspect that you are using the Services to commit fraud or any other criminal offence, we reserve the right to notify the relevant authorities of such activity and to take such action as we believe is reasonably necessary to prevent such fraud or other criminal offence from being committed including (without limitation) blocking your Customer Account. You will be fully responsible and liable to us for any losses that we incur as a result of any illegal use by you of the Services and/or the Website.
- 9.6 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10. DIGITAL SAFE

- 10.1 Storage in the Digital Safe is limited to photographs and documents up to a maximum of 10 Gigabytes.
- 10.2 Any content remaining in the Digital Safe at the point of termination of this agreement will be deleted no earlier than 14 days after your access to the Services has been blocked in accordance with this Agreement.
- 10.3 We may decide to verify that the usage of the digital safe and the stored content comply with the Agreement from time to time. However, such verification is only an option, and not an obligation for us and therefore we cannot be held responsible for the content stored through the digital safe.
- 10.4 You commit to comply with all applicable legal and regulatory requirements, and particularly those related to computing, data processing, files, freedoms and

intellectual property, as well as with third parties' rights (such as image, privacy ...) and to make sure that the stored contents comply with the above. In addition, you agree not to store contents that would be likely to harm public order or morality, encourage hatred against a person or group of persons because of their religion, ethnicity, gender, gender identity, sexual orientation, handicap or disability or contents that would be negationist, revisionist, violent, obscene, defamatory, zoophilic, related to child abuse or pornographic. You guarantee the respect of the commitments made under the present clause by any users to whom you would provide access to your digital safe.

- 10.5 You remain sole owner of the contents stored in the digital safe. You shall not store data for which you do not have full rights.
- 10.6 In case of breach of any of the above obligations, RAPIDITEE B.V. may immediately terminate the client's subscription and/or stop to provide any of the Services to the client, without prejudice to RAPIDITEE B.V.'s right to claim damages for the loss suffered as a result of said breach.

11. ASSIGNMENT AND SUB-CONTRACTING

- 11.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under this Agreement and may subcontract or delegate in any manner any or all of our obligations under this Agreement to any third party or agent, provided that we shall remain liable for the performance of such obligations by such third party or agent.
- 11.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Agreement.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 In this section an "**Event Outside Our Control**" means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, snow, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, impossibility of the use of motor transport or other means of public or private transport, road traffic accidents, road closures or mechanical failure.
- 12.2 We will not be liable or responsible for any failure to perform, or delay in performance of any of our other obligations under this Agreement, that is caused by an Event Outside Our Control.
- 12.3 If an Event Outside Our Control takes place that affects our performance of our obligations under this Agreement:
 - 12.3.1 we will contact you as soon as reasonably possible to notify you;
 - 12.3.2 we shall not be liable to you as a result of any delay or failure to perform our obligations as a result of an Event Outside Our Control; and
 - 12.3.3 we shall use reasonable endeavours to minimise any disruption to the Services.

13. GENERAL

- 13.1 Any notices served in relation to this Agreement may be served by email.
- 13.2 All intellectual property rights in or arising out of or in connection with the Services shall, as between you and us, be owned by us.
- 13.3 This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.4 Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.
- 13.5 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.6 As a consumer you have legal rights in relation to Services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights, or equivalent in your country.
- 13.7 This Agreement is governed by English law. This means an agreement for the purchase of Services and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual) will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 13.8 The provisions of clause 13.7 above are subject to the mandatory provisions which could apply to the client because of being a consumer.

14. COMPLAINTS

- 14.1 We believe that you will be very happy with the Services, but if you are not satisfied with the Services please contact us immediately in order that we may address your concerns.
- 14.2 Out contact details are:

Email: contact@360docubox.com

Telephone: 0808 189 4308

Office location: Van IJsendijkstraat 407 2e etage unit links, 1442LB Purmerend, The Netherlands