

Terms and Conditions for provision of Software by Subscription

Issue 1 - July 2011

Please print a copy of these terms and conditions for future reference. They apply to the supply to you by Presentation Solutions of any of the software (**Software**) listed on its website www.presentationsolutions.eu (**Website**).

Please click on the button marked "I Accept" at the end of these terms and conditions if you agree to be bound by them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Software from the Website.

The individual ticking the box needs to be authorised to do so on behalf of the client if the client is not that individual.

Your attention is particularly drawn to the provisions of clause 13.

1. INFORMATION ABOUT PRESENTATION SOLUTIONS

- 1.1 Presentation Solutions Limited operates the Website. It is a company registered in England and Wales under company number 05334920 and with its registered office at 9 Castlefield Road, Reigate, Surrey RH2 0SA. Its VAT number is 858 5767 59.

2. INTERPRETATION

- 2.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

Authorised Users:	The Client and those employees, agents and independent contractors of the Client who are authorised by the Client to use the Software and the Documentation.
Client:	the person, partnership, firm or company whether incorporated or not, or other body or organisation who or which purchases User Subscriptions for use of the Software from Presentation Solutions.
Client Portal:	that part of the Website that allows the Client to manage their User Subscriptions.
Documentation:	the documents made available either online via the Website or by other means by Presentation Solutions to the Client from time to time which sets out a description of the Software and the user instructions for the Software.
Effective Date:	the date of the Client's initial subscription order.
End User Licence Agreement Initial Term:	initial period in which the Client has subscribed for use of the Software.
Renewal Period:	subsequent periods in which the Client has subscribed for use of the Software.

Software:	the online software application as ordered by the Client and provided by Presentation Solutions by subscription via the Website from time to time, as more particularly described in the Documentation.
Subscription Fees:	the subscription fees payable by the Client to Presentation Solutions for the User Subscriptions, as set out on the Website.
Subscription Term:	either the duration of the Initial Subscription Term or any subsequent Renewal Period. Currently one month minimum.
User Subscriptions:	the user subscriptions ordered and purchased by the Client which entitles an Authorised User to access and use the Software and the Documentation in accordance with the agreement.
Virus:	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Website:	www.presentationssolutions.eu

3. STATUS OF THE CLIENT

- 3.1 By placing an order through the Website, the Client who purchases from Presentation Solutions User Subscriptions for use of the Software and the Documentation (terms which are defined in clause 5) the Client warrants that:
 - 3.2 It is legally capable of entering into binding contracts;
 - 3.3 If an individual, he/she is at least 18 years old.

4. HOW THE AGREEMENT IS FORMED BETWEEN THE CLIENT AND PRESENTATION SOLUTIONS

- 4.1 The Client's subscription order constitutes an offer to Presentation Solutions to buy User Subscriptions for the Software. All orders are subject to acceptance of the offer by Presentation Solutions, and Presentation Solutions will confirm such acceptance to the Client by sending the Client an e-mail that confirms that the User Subscription order has been accepted. The subscription agreement between the Client and Presentation Solutions will only be formed when Presentation Solutions sends the subscription acceptance. If the Client is contracting as a consumer, the Client may cancel its subscription order at any time within seven business days, beginning on the day of the order, and will receive a full refund - however, if the Client downloads the Software from the Website before the end of the cooling off period, the right to cancel does not apply.

5. USER SUBSCRIPTIONS

- 5.1 Subject to the Client purchasing User Subscriptions which entitles Authorised Users to access and use the Software and the Documentation in accordance with clause 6.1 and clause 10.6 (the restrictions set out in this clause 5 and elsewhere in these Terms and Conditions, Presentation Solutions hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Software and the Documentation during the Subscription Term (as defined in clause 14) solely for the Client's internal business operations (which for the avoidance of

doubt does not preclude the use of the Software to create documents for presentations given externally).

- 5.2 The subscription entitles the Client to load, install and use the Software and receive a licence for each Authorised User to do the same together with the Documentation.
- 5.3 If the Client opts for the custom design service, it shall be subject to a separate services agreement.

6. CLIENT OBLIGATIONS

- 6.1 In relation to the Authorised Users, the Client undertakes that:
 - 6.1.1 it will not permit more users to use the Software and the Documentation than the number of unexpired User Subscriptions it has purchased from time to time;
 - 6.1.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software and/or Documentation;
 - 6.1.3 the Client's administrator shall keep the password secure for his/her use of the Website Management System and shall keep his password confidential;
 - 6.1.4 it shall maintain an up to date list of current Authorised Users and provide such list to Presentation Solutions within 5 business days of Presentation Solutions' written request at any time or times;
 - 6.1.5 it shall permit Presentation Solutions to monitor use of the Software using electronic means at any time and, on reasonable prior notice, to audit the Software to establish the names of each Authorised User, at Presentation Solutions' expense, in such a manner as not to substantially interfere with the Client's normal conduct of business;
 - 6.1.6 if any of the audits or monitoring referred to in 6.1.5 reveal that the Software is being used by any individual who is not an Authorised User, then without prejudice to Presentation Solutions' other rights, the Client shall promptly disable such usage and Presentation Solutions shall not permit further access to the Software by any such individual; and
 - 6.1.7 if any of the audits or monitoring referred to in clause 6.1.5 reveal that the Client has underpaid Subscription Fees (as defined in clause 10) to Presentation Solutions, the Client shall pay to Presentation Solutions an amount equal to such underpayment as calculated in accordance with the prices set out on the Website within 10 business days of the date of the relevant audit;
 - 6.1.8 it shall reproduce and include the copyright notice of Presentation Solutions contained within the Software on all and any copies, whether in whole or in part, in any form, including partial copies or modifications of the Software;
 - 6.1.9 it shall destroy and/or return all copies of the Software within fourteen days after the date of termination or expiry of the subscription agreement and all copies of the Documentation and, if Presentation Solutions requires, to furnish Presentation Solutions with a certificate certifying that the same has been done;
 - 6.1.10 it shall ensure that Authorised Users of the Software are aware of, accept and comply with the Terms and Conditions of the End User Licence Agreement for use of the Software;
 - 6.1.11 ensure that the Authorised Users use the Software and the Documentation in accordance with these terms and conditions and shall be responsible for any Authorised User's breach of the agreement;

- 6.1.12 ensure that its network, systems and software comply with the relevant specifications provided by Presentation Solutions from time to time. If the Client is in breach of this obligation, the Software may not perform as expected or at all and the warranty at clause 9.1 shall not apply; and
- 6.1.13 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Presentation Solutions' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 6.2 The Client may make backup copies of the Software as may be necessary for its lawful use. The Client shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.
- 6.3 The Client shall not access, store, distribute or transmit any Viruses during the course of its use of the Software, the Website and the Client Portal. Presentation Solutions reserves the right, without liability to the Client, to disable the client's access to Software, the Website and the Client Portal should there be any breach of the provisions of this clause.
- 6.4 The Client shall not:
 - 6.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 6.4.2 access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation; or
 - 6.4.3 use the Software and/or Documentation to provide desktop publishing services to third parties; or
 - 6.4.4 subject to clause 23.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Authorised Users; or
 - 6.4.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documentation, other than as provided under this clause 5; or
 - 6.4.6 amend or vary the terms of the end user licence agreement applicable to the Software.
- 6.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Presentation Solutions and co-operate with Presentation Solutions and do all such things as reasonably required by Presentation Solutions to stop such unauthorised access or use.
- 6.6 The rights provided under this clause 5 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

7. ADDITIONAL USER SUBSCRIPTIONS

- 7.1 If the Client wishes to purchase additional User Subscriptions, the Client shall order them on the Website. Presentation Solutions shall respond to the Client with approval or disapproval of the request in the manner prescribed in clause 4.1

- 7.2 If Presentation Solutions approves and accepts the Client's request to purchase additional User Subscriptions as set out in clause 4.1 and, if such additional User Subscriptions are purchased by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), the Subscription Term (such terms as defined in clause 14) for such additional User Subscriptions shall commence on the date of order and shall be for an Initial Subscription Term and further Renewal Periods in accordance with clause 14.1.

8. SOFTWARE

- 8.1 Presentation Solutions shall, during the Subscription Term, provide the Software and make available the Documentation to the Client on and subject to these Terms and Conditions.
- 8.2 Presentation Solutions shall use commercially reasonable endeavours to make the Software and Client Portal, available 24 hours a day, seven days a week, except for unscheduled maintenance.
- 8.3 Presentation Solutions may, for operational or other reasons, change the technical specification of the Software, including without limitation, modifying or removing features which do not perform substantially in accordance with the Documentation, subject to the Client's right to terminate the agreement under clause 14.1.
- 8.4 In accordance with our CEIP (Customer Experience Improvement Policy), the Software will automatically send to Presentation Solutions "Stack Trace error logs" as and when they are generated. An example can be found on the Website. Presentation Solutions warrants and affirms that no data written or created or composed by the Client will be contained within the Stack Trace error logs, and that they will only contain program information.

9. PRESENTATION SOLUTIONS' OBLIGATIONS

- 9.1 Presentation Solutions warrants that the Software will perform substantially in accordance with the Documentation.
- 9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Presentation Solutions' instructions, or modification or alteration of the Software by any party other than Presentation Solutions or Presentation Solutions' duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, Presentation Solutions will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance. Such correction constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, Presentation Solutions:
- 9.2.1 does not warrant that the Client's use of the Software will be uninterrupted or error-free; and
- 9.2.2 does not warrant that the Software and the results, information and output obtained by the Client in using the Software will meet the Client's requirements; and
- 9.2.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 This agreement shall not prevent Presentation Solutions from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the agreement.
- 9.4 Presentation Solutions warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

10. PRICE AND PAYMENT

- 10.1 The subscription fees for the User Subscriptions for the Software Subscription Fees will be as quoted on the Website Client Management System from time to time, except in cases of obvious error. In the event of a conflict between fees quoted on the Website general pages and the Website order form or Client Management System the order form shall prevail.
- 10.2 Subscription Fees are liable to change at any time, but changes will not affect orders in respect of which Presentation Solutions has already sent a subscription order acceptance.
- 10.3 It is always possible that, despite the best efforts of Presentation Solutions, Subscription Fee information may be incorrectly stated. Presentation Solutions will normally verify prices as part of its order procedures so that, where the correct Subscription Fee is less than the stated price, Presentation Solutions will charge the lower amount. If the correct Subscription Fee is higher than the fee stated on the Website, Presentation Solutions will normally, at its discretion, either contact the Client for instructions, or reject the subscription order and notify the Client of the rejection.
- 10.4 If the pricing error is obvious and unmistakable and could have reasonably recognised by the Client as an error, Presentation Solutions does not have to provide the Software subscription to the Client at the incorrect (lower) price.
- 10.5 Payment for all Subscription Fees must be by credit or debit card as indicated on the Website. Presentation Solutions will not charge the Client's credit or debit card until it accepts the subscription order.
- 10.6 The Client shall pay the Subscription Fees to Presentation Solutions for the User Subscriptions in accordance with this clause 10.
- 10.7 By submitting valid, up-to-date and complete credit card details with its order, the Client authorises Presentation Solutions to charge such credit card:
 - 10.7.1 on the date of the Client's subscription order Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 10.7.2 subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period.
- 10.8 If Presentation Solutions has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Presentation Solutions, Presentation Solutions may, without liability to the Client, disable the Client's password, account and access to all or part of the Software and Presentation Solutions shall be under no obligation to provide any or all of the Software while the sums concerned remain unpaid.
- 10.9 All amounts and fees stated or referred to in these terms and conditions:
 - 10.9.1 shall be payable in pounds sterling;
 - 10.9.2 are, subject to clause 4.1, non-cancellable and non-refundable;
 - 10.9.3 are exclusive of value added tax, which shall be added at the appropriate rate.
- 10.10 Presentation Solutions shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 7.1 such changes to take place 30 days' from the date of notice to the Client and the Website will be amended accordingly.

11. PROPRIETARY RIGHTS

- 11.1 The Client acknowledges and agrees that Presentation Solutions and/or its licensors own all intellectual property rights in the Software and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other

rights or licences in respect of the Software or the Documentation. The Client acknowledges that the agreement with Presentation Solutions does not constitute a sale of the Software.

- 11.2 Presentation Solutions confirms that it has all the rights in relation to the Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12. INDEMNITY

- 12.1 Subject to clause 12.2, The Client shall defend, indemnify and hold harmless Presentation Solutions against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Software and/or Documentation, provided that:

12.1.1 the Client is given prompt notice of any such claim;

12.1.2 Presentation Solutions provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

12.1.3 the Client is given sole authority to defend or settle the claim.

- 12.2 Presentation Solutions shall, subject to clause 12.5, defend the Client, its officers, directors, employees and agents against any claim that the Software or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

12.2.1 Presentation Solutions is given prompt notice of any such claim;

12.2.2 the Client provides reasonable co-operation to Presentation Solutions in the defence and settlement of such claim, at Presentation Solutions' expense; and

12.2.3 Presentation Solutions is given sole authority to defend or settle the claim.

- 12.3 In the defence or settlement of any claim, Presentation Solutions may procure the right for the Client to continue using the Software, replace or modify the Software so that it becomes non-infringing, replace the Software or infringing part thereof by other software of similar capability or, if such remedies are not reasonably available, repay to the Client that part of the Subscription Fee relating to the whole or the infringing part of the Software, without any additional liability or obligation to pay liquidated damages or other additional costs to the Client

- 12.4 In no event shall Presentation Solutions, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

12.4.1 A modification of the Software or Documentation by anyone other than Presentation Solutions; or

12.4.2 the Client's use of the Software or Documentation in a manner contrary to the instructions given to the Client by Presentation Solutions; or

12.4.3 the Client's use of the Software or Documentation after notice of the alleged or actual infringement from Presentation Solutions or any appropriate authority.

- 12.5 The foregoing states the Client's sole and exclusive rights and remedies, and Presentation Solutions' (including Presentation Solutions' employees', agents', and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality

13. LIMITATION OF LIABILITY

- 13.1 Except as expressly and specifically provided in these terms and conditions:

- 13.1.1 the Client assumes sole responsibility for results obtained from the use of the Software and the Documentation by the Client, and for conclusions drawn from such use;
 - 13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the agreement; and
 - 13.1.3 the Software and the Documentation are provided to the Client on an "as is" basis; and
 - 13.1.4 where Presentation Solutions gives incidental advice to the Client in connection with the choice of logo, template design, colour, and other related matters, this advice is given without liability on the part of Presentation Solutions and the Client must satisfy himself as to its suitability for the intended use.
- 13.2 Nothing in these terms and conditions excludes the liability of Presentation Solutions:
- 13.2.1 for death or personal injury caused by Presentation Solutions' negligence; or
 - 13.2.2 for fraud or fraudulent misrepresentation.
- 13.3 Nothing in these terms and conditions shall deprive a Client dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of their statutory rights. For further information about statutory rights the Client should contact their local Trading Standards Department or the equivalent authority in the Client's country.
- 13.4 Subject to clause clause 12.1 and the provisions of clause 13.3:
- 13.4.1 Presentation Solutions shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the agreement; and
 - 13.4.2 Presentation Solutions' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 2 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

- 14.1 The agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for 1 month from the Effective Date (Initial Subscription Term) and, thereafter, the agreement shall be automatically renewed for successive periods of 1 month (each a Renewal Period), unless:
- 14.1.1 either party notifies the other party of termination, in writing, at least 14 days before the end of the Initial Subscription Term or any Renewal Period, in which case the agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - 14.1.2 otherwise terminated in accordance with these terms and conditions;
- and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- 14.2 Either party may terminate any additional User Subscriptions, such termination to be effective upon the expiry of the applicable Initial Subscription Term or Renewal Period, by notifying the other party, in writing, at least 14 days before the end of the Initial Subscription Term or any Renewal Period. The agreement shall continue in full force and effect in relation to all other User Subscriptions which have not been terminated.

- 14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the agreement without liability to the other if:
- 14.3.1 the other party commits a material breach of any of the terms and conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 14.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 14.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 14.3.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 14.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 14.3.6 the other party ceases, or threatens to cease, to trade; or
 - 14.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.4 On termination of the agreement for any reason:
- 14.4.1 all licences granted under these terms and conditions shall immediately terminate;
 - 14.4.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 14.4.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. EVENTS OUTSIDE THE CONTROL OF PRESENTATION SOLUTIONS

Presentation Solutions shall have no liability to the Client under the agreement if it is prevented from or delayed in performing its obligations under the agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Presentation Solutions or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, invasion, terrorist attack or threat of terrorist attack, malicious damage, sabotage, accident, embargo, compliance with any law or governmental order, rule, regulation, restriction or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, drought, earthquake, subsidence, pandemic, epidemic or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

16. WAIVER

- 16.1 A waiver of any right under the agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under the agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. NOTICES

18.1 All notices given by the Client to Presentation Solutions must be sent to our address as shown on our website or info@presentationsolutions.eu. Presentation Solutions may give notice to the Client at either the e-mail or postal address the Client provides when placing an order or by posting notices on the Website or Website management system. Notice will be deemed received and properly served immediately when posted on the Website or Website management system, 24 hours after an e-mail is sent, or two days after the date of posting of any letter (five business days if sent by airmail post to an address outside the country of posting). In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. ENTIRE AGREEMENT

19.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between the parties relating to the subject matter of the subscription agreement.

19.2 The parties each acknowledge that, in entering into a subscription agreement, neither of the parties relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

19.3 Each of the parties agrees that the only liability of the parties in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

19.4 Nothing in this clause limits or excludes any liability for fraud.

20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 Presentation Solutions has the right to revise and amend these terms and conditions from time to time on giving the Client [one month's] notice. The Client has the option not to renew its User Subscriptions on expiry of the applicable Initial Subscription Term or Renewal Period as provided in clause 14.1 and if no such termination notice is received, the Client shall be deemed to have accepted the change.

20.2 If Presentation Solutions notifies the Client of a change to these terms and conditions before it sends the subscription order confirmation, Presentation Solutions has the right to assume that the Client has accepted the change to the terms and conditions unless it notifies Presentation Solutions to the contrary within seven working days of receipt by the Client of the subscription order confirmation.

21. LAW AND JURISDICTION

Agreements for the purchase of a subscription to the Software through the Website 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) will be governed by English law. Any dispute or claim arising out of or in connection with such subscription agreements or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

22. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a subscription agreement shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. ASSIGNMENT

23.1 The Client shall not, without the prior written consent of Presentation Solutions, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the agreement.

23.2 Presentation Solutions may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the agreement.

24. NO PARTNERSHIP OR AGENCY

Nothing in these terms and conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).