

TERMS AND CONDITIONS OF SERVICE BY ROOKE ENTERPRISES LTD. FOR THE NATIONAL DIRECTORY OF TOWING COURSES

Please read these Terms and Conditions carefully before committing to join the National Directory of Towing Courses service. You should understand that by subscribing to any of our Products and Services and (when appropriate) agreeing to provide Data, you agree to be bound by these Terms and Conditions, in particular (but without limitation) that the minimum Contract period is 12 months.

You should print a copy of these Terms & Conditions for future reference.

Adhering to these Terms

By ticking the "I Agree" box on the Set up Subscription page on our site, you agree to accept these Terms and Conditions and the Privacy Policy on our site. Please understand that if you refuse to accept these Terms and Conditions, you will not be able to become a member of the National Directory of Towing Courses. By agreeing with these Terms & Conditions, you allow us to collect and store data on your company, as stated in our Privacy Policy.

Please note: By allowing your subscription to run into a further term implies your compliance to these terms and conditions of service.

Subscription

National Directory of Towing Courses' subscriptions are available for a minimum of 12 months. Subscriptions are paid monthly, charged at the current subscription rate as quoted on the National Directory of Towing Courses website from time to time.

The 'cancellation period' for subscriptions of 1 term or more is up to and not including 5 days of the renewal date.

Renewal and Cancellation

As a convenience to you, and in order to reduce our administration costs and keep your annual subscription low, your National Directory of Towing Courses subscription will be automatically renewed. Unless notified of cancellation after the initial term of 12 months, within the specified cancellation period, you agree that at the time of your renewal date your subscription will be renewed for a further term of 12 months.

If you wish to cancel your subscription, you should make the request in writing by email to enquiries@towingcourses.co.uk no less than 5 days prior to your renewal date. We regret that refunds may not be given for renewed subscriptions. Further enquiries relating to this matter should be made in good time to enquiries@towingcourses.co.uk.

This Terms of Service May Change

We hereby inform you that due to our evolving business, and the nature of web directory industry, these Terms and Conditions of Service are subject to change. Whilst we will endeavour to keep you notified of any changes that may affect your subscription, we do ask that you please revisit these Terms and Conditions of Service and review them from time to time.

Indemnification

The customer agrees to indemnify and hold Rooke Enterprises Ltd and its affiliates, employees, agents and representatives harmless from and against any and all claims, demands, liabilities, expenses, losses, damages and legal fees arising from any and all claims and lawsuits for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the participation of the customer in the National Directory of Towing Courses and website hosting network, (ii) operation of the customer's web registration entry or any URL submitted to the National Directory of Towing Courses website for participation in the National Directory of Towing Courses website directory. or (iii) otherwise arising from customer's relationship with National Directory of Towing Courses. The customer also agrees to forfeit to Rooke Enterprises Ltd. the sum total of any and all legal fees incurred by Rooke Enterprises Ltd., acting reasonably, in

investigating or enforcing its' rights under this agreement.

DISCLAIMER

NATIONAL DIRECTORY OF TOWING COURSES CONTENT AND SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. ROOKE ENTERPRISES LTD DISCLAIMS ANY IMPLIED WARRANTIES. ROOKE ENTERPRISES LTD, ANY OF ITS EMPLOYEES, MANAGEMENT OR AFFILIATES MAY NOT BE HELD RESPONSIBLE OR THUS LIABLE FOR ANY POSSIBLE DAMAGES RESULTING IN USE OR MISUSE OF ANY INFORMATION, CONTENT OR SERVICES PROVIDED BY ROOKE ENTERPRISES LTD, INCLUDING DIRECT OR INDIRECT, PUNITIVE, AND INCIDENTAL RESULTING FROM ANY FAILURE TO PROVIDE SERVICES, SUSPENSION OF SERVICES, OR TERMINATION OF SERVICES.

SUSPENSION OF SERVICES, OR TERMINATION OF SERVICES

ROOKE ENTERPRISES LTD SHALL NOT BE LIABLE FOR THE PERFORMANCE, OR NONPERFORMANCE OR DELAY OF SERVICES PROVIDED. THERE SHALL BE NO EVENT, INCLUDING BUT NOT LIMITED TO THE LOSS OF WEBSITE DATA, LOSS OF BACKUP DATA, THE INABILITY TO PROVIDE A RECENT COPY OR COPY OF YOUR WEBSITE REGISTRATION DETAILS AND INFORMATION, WEBSITE DOWNTIME OR WEBSITE LOSS RESULTING IN DAMAGES. ROOKE ENTERPRISES LTD'S ENTIRE LIABILITY AND YOUR MAXIMUM EXCLUSIVE REMEDY WITH RESPECT TO ANY CONSIDERED LOSS OF GOODS OR PROFITS WILL NOT EXCEED THE GREATER OF ONE POUND (£1.00) OR ANY AMOUNT PAID IN CASH BY YOU TO ROOKE ENTERPRISES LTD FOR THE CORRESPONDING YEAR.