

FREEBEN TERMS AND CONDITIONS OF SUBSCRIPTION

The FreeBen software and website service is owned exclusively by Harwil Associates Limited ("Harwil").

By completing the registration process for FreeBen you the ("User") accept the following:

WARNING - unauthorised use of the FreeBen software system and/or website is fraud. Use is permitted only by those Users who have registered and received their own unique copy of the Freeben software. Entry to the members' area of the website is permitted only to those Users who have registered and received their own unique registration details. Each individual copy of the FreeBen software is subject to an End User Licence Agreement which is specific to each copy of the software. Any User allowing others to access the software without the prior agreement of Harwil Associates Limited will face prosecution

Harwil reserves the right without qualification or reason to refuse subscription to the FreeBen service to any individual or company. Their decision shall be final and binding.

Once the User is accepted for a subscription by Harwil, a copy of the FreeBen software and access to the members' area of the website will be provided. Use of the software and access to the website may be available on an initial free trial period. Following any free trial period, the User will be invited to pay an annual subscription fee. If there is no free trial period available at the time of registration, then the annual subscription fee will be payable immediately.

Annual subscription fees will be published and updated on the FreeBen website www.freeben.co.uk

Harwil will issue reminders in advance by email to any User where either the free trial period is due to expire, or the annual subscription is shortly due. Payment will be accepted by credit card.

If a chargeable report is being provided to the User by Harwil, then a per-report fee is payable in advance of delivery of the report. The report may be supplied by email within a pre-determined timescale or will be available to download from the FreeBen website.

Chargeable report fees and delivery timescales will be published and updated on the FreeBen website www.freeben.co.uk

Harwil shall not attempt to cross sell any current or future product to any client whose details are provided by the User via the FreeBen software system.

This agreement may be terminated by either Harwil or the User at any time if the other:

- (i) Is in breach of this agreement
- (ii) Ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets or takes or suffers any similar action in any jurisdiction
- (iii) Undergoes any change of management/ownership which is commercially unacceptable to the other party

On termination of this agreement no refund of annual subscription or chargeable report fees will be payable by Harwil.

Harwil are committed to maintaining the privacy of the data that the User provides in accordance with the requirements of data protection legislation. Harwil, its other related entities and carefully selected third parties may use the User's data to keep the User and/or the User's company informed about any services that may be of interest. If you do not wish your information to be used in this way, please write to Harwil Associates Limited.

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