

## Terms and Conditions

### 1 INTERPRETATION

- 1.1 "The Licensor" means My Virtual Office its successors and assigns.
- 1.2 "The Licensee" means the person(s), partnership or corporate entity that has subscribed to be a party to this agreement as per the details provided in the "Licensee Details" section of the Licensor's on-line application form on the Licensor's website.
- 1.3 "Charges" means the fee payable by the Licensee to avail of the Facility(s).
- 1.4 "Facility" means any of the services detailed on the Licensor's website and defined on Appendix 1.

### 2 GENERAL TERMS

The Licensor's normal working hours are 9 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays of the Republic of Ireland (ROI) and on Good Friday, 9.30 a.m. to 4.30 p.m. on Fridays preceding bank/public holiday Monday. My Virtual Office is closed for the Christmas period from 12.00 p.m. on December 23<sup>rd</sup> to the first week day proceeding the New Year's Day public holiday or as agreed by management.

The Licensor shall provide the Facility(s) to the Licensee, pursuant to this Agreement.

The Licensor is providing the Licensee with a Business Address and/or Registered Address and /or mail service and/or a telephone forwarding/answering service.

This Facility may involve receiving and opening mail on behalf of Licensee, receiving Telephone calls and Faxes on behalf of the Licensee. These communications are forwarded to the Licensee in a pre-agreed format to an agreed destination.

The Licensor assumes no liability or responsibility for any delays, deletion, incorrect delivery, non-delivery, or failure to store any Licensee communications or personalised settings.

The Facility may incorporate:

- a) All incoming telephone calls are handled automatically according to the Licensee's predetermined choice of greeting.
- b) All outbound telephone calls or faxes made on behalf of the Licensee are charged at Eircom Standard rates that apply at the time of the call.
- c) The choice of Property location as detailed on the Licensor's website. Property locations, namely No. 5 Fitzwilliam Square East and 77 Sir John Rogerson's Quay, Dublin 2, Ireland can only be used as a business addresses and not as registered office addresses.
- d) All redirected mail is charged at normal mailing rates plus 20% at the date of the event in addition to the cost of the packaging. Registered mail on behalf of the Licensee can only be accepted at 27 Upper Pembroke Street, Dublin 2, Ireland.
- e) The Licensor confirms that all Property locations will not be able to receive personal callers.
- f) The Licensor has the right to charge additional fees should the number of inbound voice and fax calls exceed ten per day.

### 3 PROOF OF IDENTITY

The Licensee agrees to provide the following documentation to the Licensor in pursuance of the Licensor's obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 in the ROI and The Money Laundering Regulations 2007 in the UK.

If a Sole Trader or Partnership:

- a) Photo identification for each Partner (current driving licence or passport).
- b) Current utility bill for each Partner.
- c) Nature of business activity.

If a Company:

- a) Photo identification for each Director (current driving licence or passport).
- b) Current utility bill for each Director.
- c) Sight of the original Certificate of Incorporation of the Company.
- d) Nature of business activity.
- e) Details of Beneficial Owners of the Company.
- f) Registered Company Number (UK Only).

### 4 CHARGES

All fixed recurring Charges fall due for payment monthly in advance. VAT is applicable at the current rate (Subject to change) on all Charges for Facility(s) unless specified. Invoices will issue by e-mail monthly for Licensee's records.

The Licensee agrees to pay, in advance and on demand, such charges as may be fixed from time to time by the Licensor in respect of the Facility(s) provided. All fixed recurring Charges for Facility(s) and any variable additional Charges for Facility(s) will be automatically debited by the Licensor from the Licensee's credit card.

The Licensor by special request may facilitate other payment methods. In this scenario a €100 deposit will be charged and the Licensee will be billed annually in advance for fixed recurring Charges for Facility(s). Variable additional Charges for Facility(s) will be requested by Invoice separately.

### 5 REFUND POLICY

Refunds are not available for unused Facility(s). On expiry of the term, all excess money on a Licensee's account will be refunded in line with the terms and conditions.

### 6 LICENSEE DETAILS

In consideration of use of the Facility(s), the Licensee agrees to: (a) provide up to date accurate and complete information about the Licensee; (b) maintain and promptly update the Licensor in order to keep the Licensee's details accurate, and up to date. If the Licensee provides any information that is misleading or untrue, the Licensor has the right to suspend or terminate (immediately and with or without notice) the Licensee's account and refuse any and all current or future use of the Facility(s) (or any part thereof).

### 7 ALTERATION, MODIFICATION OR UPGRADE OF SERVICE

- 7.1 The Licensor reserves the right at any time to modify or discontinue, temporarily or permanently, the Facility (or any part thereof) with or without notice to the Licensee. The Licensee agrees that the Licensor shall not be liable to the Licensee or any third party for any modification, suspension or discontinuation of the Facility(s). The Licensor shall then repay to the Licensee (s) a proportion of any charges paid in advance by the Licensee (s), equal to the unexpired period of the Licence providing no sums howsoever arising remain unpaid on the account of the Licensee.

- 7.2 The Licensor reserves the right to monitor the Facility(s) from time to time. The Licensee offers its consent to the Licensor for access, use and disclosure of any information to law enforcement agencies to aid the investigation of unlawful activity, if so requested by such an agency.

The Licensor operates fair usage policy and reserves the right to limit

- 7.3 the Facility(s) of Licensees at certain times if they are deemed to be using the Facility(s) in an excessive manner.

The Licensee's address Facility with the Licensor is not to be used for the purposes of mass circulation via mail, fax or telephone. The usage is based on what the Licensor reasonably terms to be normal usage.

## 8 TERMINATION

- 8.1 The Licensee agrees that the Licensor, in its sole discretion, at any time without notice, may terminate the Licensee's account or any part thereof or use of the Facility(s) or any part thereof and remove and discard any messages within the Facility(s), for any reason, including but not limited to (a) if the Licensor believes that Licensee has violated or acted inconsistently within the terms and conditions; (b) if the Licensee provides incomplete, inaccurate or untrue information to the Licensor; (c) if the Licensor decides to discontinue offering the Facility(s) or (d); if the Licensee is in default of payment by more than 10 days. In addition to the Licensor requiring the Licensee to discharge all its arrears to date it will also be liable to a reconnection fee of €100.00.
- 8.2 The Licensee agrees that the term of this agreement shall be extended on a monthly basis unless one calendar month's written notice of the intent to terminate the tenancy has been received by the Licensor from the Licensee.
- 8.3 Upon termination, the Licensee shall have no right to use the Facility(s) and the Licensor will have no obligation to forward any mail, unsent, unread, or stored messages to the Licensee or any third party. At the Licensor's discretion any mail, unsent, unread, or stored messages may be destroyed or returned to sender without prior notice to the Licensee.
- 8.4 The Licensee agrees that following the termination of Facility(s) for any reason whatsoever, the Licensee's telephone number may be re-assigned immediately to another Licensee of the Facility(s). Furthermore, upon termination, the Licensor will have no obligation to inform anyone dialling the Licensee's former telephone number/fax number assigned prior to termination about the termination or any other information relating to Licensee's termination of the Service. The Licensor reserves the right to refuse the Facility(s) to any Licensee whose Facility(s) was terminated by The Licensor or who previously terminated the Facility(s) for whatever reason. The deposit is refundable at the termination of the agreement providing no sums whatsoever arising remain unpaid on the account of the Licensee.

## 9 LICENSEE CONDUCT

- 9.1 The Licensee understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted through the use of the Facility(s), is the sole responsibility of the person from which such Content originated.
- 9.2 The Licensee and not the Licensor is solely responsible for all Content transmitted through the use of the Facility(s). The Licensor does not guarantee the accuracy, integrity or quality of any Content transmitted through the Facility(s).
- 9.3 Under no circumstances will the Licensor be liable for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind whatsoever incurred as a result of the use of the Service. The Licensor will not be liable for any Content sent to the Licensee that is offensive, indecent or objectionable in any way. The Licensor reserves the right to take any action, with or without any notice, including but not limited to terminating the Licensee's account, for any transmission of Content by a Licensee that violates any agreements between the Licensor and its suppliers and partners.
- 9.4 The Licensee agrees to not use the Facility(s) to: (a) transmit any Content that is unlawful, obscene, threatening, harmful, libellous, or otherwise objectionable in any manner; (b) conduct any illegal

activities; (c) impersonate an individual or an entity or an affiliation with an individual or an entity; (d) infringe any third party's patent, copyright, trademark, trade secret or other proprietary rights; (e) offers, promotional materials, junk or spam mail.

## 10 INDEMNIFICATION AND DISCLAIMER

- 10.1 The Licensee agrees to indemnify and hold the Licensor, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including reasonable litigation fees, made by any third party due to or arising out of the Licensee's use of the Facility(s) or violation of the terms and conditions, or the Licensee's violation of any rights of another Licensee, person or entity.
- 10.2 The Licensee expressly understands and agrees that: (a) the Licensee's use of the Facility(s) is at the Licensee's sole risk and the Facility(s) is provided on an "As Is" and "As Available" basis and the Licensor expressly disclaims all warranties of any kind whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non infringement; (b) the Licensor makes no warranty that (i) the Facility(s) will meet the Licensee's requirement, (ii) the Facility(s) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Facility(s) will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by the Licensee through the service will meet the Licensee's expectations, (v) the quality of transmission of fax or voice data will be accurate, legible or audible, (vi) the transmission of fax or voice data will be complete, (vii) any errors in the software will be corrected; (c) any material downloaded or otherwise obtained through the use of the service is done at the Licensee's own discretion and risk and that the Licensee will be solely responsible for any damage to the Licensee's computer system or loss of data that results from the download of any such material; (d) the Licensor assumes no responsibility for the deletion or failure to store fax, voice and email messages and any other personalisation settings; (e) no advice or information, whether oral or written, obtained by the Licensee from the Licensor or through or from the service shall create any warranty not expressly stated in the terms and conditions.

## 11 TERMINATION OF A BUSINESS ADDRESS AND REGISTERED OFFICE ADDRESS

- 11.1 The Licensor may agree to provide Facility(s) to the Licensee, whereby it will offer a Property location to the Licensee that it may use as a business address or a registered office address for its registered office in the Republic of Ireland subject to the conditions set out in sections 11.2 to 11.6.
- 11.2 The Licensee will not carry on business in a manner which is contrary to Irish, UK and International Law.
- 11.3 In the event of the Licensee breaching these laws, the Licensor upon being notified of such breach or becoming aware of such a breach can immediately and without notice terminate the Licensor's services towards the Licensee, without any compensation or liability to the Licensee whatsoever.
- 11.4 The Licensee undertakes that on the happening of such an event to automatically release the Licensor from all its obligations to the Licensee.
- 11.5 The Licensee also agrees to notify the Companies Registration Office immediately and deliver any necessary documentation to inform it of its change of Registered Office and Business Address.
- 11.6 The Licensee accepts that on the happening of such an event, the Licensor can disassociate itself from the Licensee and will not henceforth be responsible for providing any Facility(s) to the Licensee.
- 11.7 It is agreed by all parties to this Agreement that the purpose of this clause is to protect the Licensor at all times against any illegal or unlawful actions carried on by the Licensee and that in the event that

the Licensee defaults on this agreement, the Licensor can seek legal remedies without any notice to the Licensee.

## 12 GENERAL

These terms and conditions are personal between the Licensee and the Licensor and govern the Licensee's use of the Facility(s), superseding any prior agreements between the Licensee and the Licensor. The agreement is not transferable and any attempt by the Licensee to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. The terms and conditions and the conduct, of the parties hereto shall be governed by the laws of the Republic of Ireland. The failure of the Licensor to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. If any provision of the terms and conditions is found by a Court of competent jurisdiction to be invalid, the parties nevertheless agree that the Court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of these terms and conditions remain in full force and effect.

**APPENDIX 1**

**MY VIRTUAL OFFICE SERVICES**

**Business address, registered office address, mail forwarding, mail scanning, fax forwarding, call diverting, call answering.**