**Terms and Conditions for File.Digital, XS.email, LostDoc.com**

**1. ACCEPTANCE OF TERMS**

Welcome to File.Digital, XS.email, LostDoc.com websites, which are a wholly owned subsidiary and trading style of QuickNetDesign Ltd, registered in the UK number 09177418)

The following are the terms and conditions for use of the “File.Digital, XS.email, LostDoc.com & our Payment Integration” (hereafter called our “Platform”) service including without limitation imaging, forwarding, archival, and other services which may be offered from time to time by File.Digital, XS.email, LostDoc.com for use with your membership (each feature individually and collectively referred to as the "Service").
Platform is a Service provided by File.Digital, XS.email, LostDoc.com .

File.Digital, XS.email, LostDoc.com frequently updates, modifies, and otherwise continually seeks to improve our Service. Such changes often dictate that we simultaneously modify our User Agreement. As such, the following User Agreement may be updated by us from time to time without notice to you. You may review the most recent version of the User Agreement at any time at here.

Please read them carefully. This Service is only provided to individuals who are at least 18 years old.

BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("USER AGREEMENT").

**2. INTRODUCTION**

In this User Agreement, "you" and "your" refer to each customer ("Customer/client") and "we", "us" and "our" refer to File.Digital, XS.email, LostDoc.com . ("Platform").
File.Digital, XS.email, LostDoc.com , is also referred to as File.Digital, XS.email, LostDoc.com and operates File.Digital, XS.email, LostDoc.com related services at and through the websites www.File.Digital, www.XS.email, www.LostDoc.com .

This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services.

By selecting our Platform's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Platform service(s) or to modify or cancel your Platform service(s) (even if we were not notified of such authorisation), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in Bury, Lancs, UK; the location of our principal place of business (HQ), or any our global locations, that we see fit to use, at our discretion.

Upon registration, you may be asked to provide, proof of ID (passport/driving licence and a utility bill, no more than 3 months old.

**3. DESCRIPTION OF SERVICE**

File.Digital, XS.email, LostDoc.com currently provides clients with a payment integration platform. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new File.Digital, XS.email, LostDoc.com services, shall be subject to the User Agreement. You understand and agree that the Service is provided "AS-IS" and that File.Digital, XS.email, LostDoc.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, documents, or personalisation settings.
In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web including a computer and modem or other access device.
You understand that the technical processing and transmission to the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
File.Digital, XS.email, LostDoc.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
You agree that File.Digital, XS.email, LostDoc.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
Access to the File.Digital, XS.email, LostDoc.com web site may be subject to scheduled and unscheduled outages which may impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages.
To enable us to deliver your service via email you must notify us of the email address that you wish us to send your emails to. This can done at any time, via the user login panel, on registration and anytime thereafter. We reserve the right to offer a second and third email address free of charge, but if we see fit, we can withdraw this offer. We are not responsible for any breaches of security and who has access to any email address that you inform us to send mail to.

You authorise us to open all physical mail we receive on your behalf, whether or not the mail is addressed to you. You also authorise us to scan your mail into our system and to make and retain paper copies, electronic copies, and/or images of those items.

We reserve the right to open any and/or all mail, packages and parcels for the purpose of ensuring the contents are legal under UK Law, and do not pose a “Health and Safety” risk to our staff and agents. We reserve the right to make available our books, records and files to any UK authorised Law Enforcement including Trading Standards.

Any suspicious item will immediately be reported to the Police/NCA or similar body that we see fit.

In the event that any item is confiscated, File.Digital, XS.email, LostDoc.com is not liable in any way for costs, loss and damages.

File.Digital, XS.email, LostDoc.com will immediately terminate and/or suspended the membership of the client, and we reserve the right to charge the client the cost of confiscating/destroying such. (Typically, by using the current payment details held)

File.Digital, XS.email, LostDoc.com will forward all mail and parcels to clients, as based on the current delivery agreement we have with you. All parcels and packages will be sent via Couriers that only provide tracking and insurance, unless the Royal Mail is used.

File.Digital, XS.email, LostDoc.com are not liable for any items lost, damaged or delayed once in hands of any Courier/Royal Mail.

**4. NOTICES AND ANNOUNCEMENTS**

You authorise us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet communication or to enhance your use of the Internet and/or other relevant matters.

**5. YOUR MEMBERSHIP OBLIGATIONS**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as given on the File.Digital, XS.email, LostDoc.com Registration Form and (b) maintain and promptly advise File.Digital, XS.email, LostDoc.com of any update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or File.Digital, XS.email, LostDoc.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, File.Digital, XS.email, LostDoc.com has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**6. PRICES, FEES, PAYMENTS AND YOUR RIGHT TO CANCEL**

**Please visit our sites** www.File.Digital, www.XS.email, www.LostDoc.com  **for a full list of prices, fees, payments and offers**

**Our Credit/Debit card summary is below and Rights to Cancel:-**

**FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM T&C’s Credit/Debit Card Summary**

**Credit/Debit Card Payments.**

If you have elected to pay by credit/debit card, and File.Digital, XS.email, LostDoc.com does not receive payment from the credit card issuer, you agree to pay all amounts due to File.Digital, XS.email, LostDoc.com immediately upon demand by File.Digital, XS.email, LostDoc.com . File.Digital, XS.email, LostDoc.com are responsible for the fees that the Credit card providers charge.

Each time you use FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM you agree that File.Digital, XS.email, LostDoc.com is authorised to charge your designated credit card account for the applicable rate for FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM then in effect. (Your agreement with your credit card issuer governs use of your credit card, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder.)

We reserve the right, as per our issued price list to charge clients the credit card processing fee, when we purchase items, goods, services on their behalf.

**Subscriptions**

Part of the FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM services offered may include fixed & variable monthly subscriptions/membership fees.

Any fees and special terms/conditions will be made clear and consented to upon registration. Subscriptions are cancellable at any time, (as mentioned below). FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM reserves the right to change/withdraw /offer new subscriptions without notice; however, FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM will honour all previous/current fixed term fixed offers/subscriptions.

Fees received for subscriptions/membership cannot be offset against any invoices outstanding for any other services. Unless clearly specified; FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM subscriptions are ongoing and taken automatically on the anniversary due date. You are free to cancel at any time by following the instructions listed below

**Deposits/Tokens**

As part of the services offered by File.Digital, XS.email, LostDoc.com , in order to expedite our services, we require that customers place a deposit on registration, (as commercially agreed between AcquirePay and its client, as displayed on the AcquirePay Website, or emailed to the client prior to registration), this amount is held on account and used only to paying for our services and any additional lawfully accrued costs/services/invoices.

Once this amount reaches (typically) £5.00 we will automatically top-up the account, or by any other amount agreed on registration. Both parties, by mutual agreement can increase and decrease this amount depending on volume.

As mentioned below, the deposits held are totally refundable on cancellation of the service (minus any outstanding amounts.) and are not under any contractual period.

FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM confirm that payments are only taken after you/client has been notified via real time updated invoice/statements on the client dashboard/control panel and/or email.

FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM will only request payments, when any invoice is lawfully due, and within the prior terms sent/agreed with you. In the event of any dispute of an amount charged, you agree to immediately contact Info@Quicknetdesign.com ; where we will agree to investigate and reply within 2 working days.

Some of our payments are processed via PayPal. All Auto-tops are processed via PayPal References Transactions and can be cancelled at any time without penalties

Some of our payments are processed via Barclaycard. All Auto-tops are processed via Barclaycard Tokens and can be cancelled at any time without penalties

Some of our payments are processed via Stripe. All Auto-tops are processed via Stripe References Transactions and can be cancelled at any time without penalties

**Termination or Cancellation by You.**

You are free to terminate or cancel this Agreement at any time, and for any reason; provided, however, to be effective you must carry out such termination in accordance with the policies and procedures established by File.Digital, XS.email, LostDoc.com .

If you terminate the agreement during the middle of the month, your service will continue through the end of the month. If you have any questions concerning the appropriate method by which to cancel this Agreement, you should also contact File.Digital, XS.email, LostDoc.com , via your dashboard/control panel that is activated and given to you when you register.

Any items received whilst an account is in arrears/late payment will be held until payment is made, in the event of items received after cancellation, we reserve the right to charge a “handling fee” for every item that is received after cancellation. In the event of no reply from the “ex-client” we will return the items to the sender, or withhold to settle outstanding debts.

**What is our cancellation policy?**

As mentioned in these terms and conditions, you can cancel at any time, all you need to do is log on through your dashboard/control panel, and send a message through the contact us/cancel ticket system. Any funds that are owing on your deposit account\* (after initial period), will be refunded straight away.

To prevent fraudulent cancelation requests, this is the only means that we can accept cancellation, as this way is verified & trackable.

In the event of reasonable suspicious behaviour/high chargebacks of any customer/client of AcquirePay, we reserve the right to immediately terminate an account, without recourse or explanation. However; if in the extremely unlikely market events or legislation changes/amends or is introduced, that makes our service provision not commercially viable/compliant, we reserve the right to terminate our services with 120 days’ notice; to the main email address contact held on file. If during this time, we also reserve the right to offer new terms and conditions, which are commercially viable/compliant, to succeed any prior agreement, but the client’s rights are protected/reserved to seek provision elsewhere, in this notice period.

**The Distance Selling Rules of 2000**, we totally respect and will honour the distance selling rules for all clients within the EU, the commencement date of service shall be the date that we notify the client their unique address, and for 7 business days from this point.  However the moment that you start to use our services and/or when we accept your submitted compliance ID documents; then these rights are waived.

**Refunds.**

If you cancel your contract in accordance with the policies and procedures established by File.Digital, XS.email, LostDoc.com and there is a credit/deposit on the account, File.Digital, XS.email, LostDoc.com will credit the account within 28 days. This will be refunded less any other outstanding payments, fees or monies due to AcquirePay.

We will not refund subscription/ membership fees for any part of the month remaining; only credits/deposits held on account. Nor will we refund any deposits for cancelled accounts within 3 months of acceptance of your compliance ID documents. (This is to cover the high costs, checks and referencing involved with opening an account, and also to help prevent fraudulent applications.

Renewals/ late payments. File.Digital, XS.email, LostDoc.com will charge, from the original renewal date, through to the end of the contract date (new renewal date) and reactivate the customer account and original address. If a new account (address) is created then this will be subject to the standard setup fee at the time of the new account being requested.

**7. MEMBER CONDUCT**

Nature of Communications. You acknowledge that File.Digital, XS.email, LostDoc.com cannot, and does not intend to, screen any communication in advance for accuracy, completeness, or conformity with this Agreement or any applicable laws.

Accordingly, you acknowledge that File.Digital, XS.email, LostDoc.com , nor any of its affiliates, agents, content providers or service providers shall assume or have any liability whatsoever to you or any other party for any action or inaction by File.Digital, XS.email, LostDoc.com or any of its affiliates, agents, content providers or service providers with respect to communications made by or through File.Digital, XS.email, LostDoc.com .

Specific Prohibitions.

You may not use, nor allow any others to use Platform, either directly or
indirectly, to make, create, solicit, transmit, upload, or publish any comment, request, suggestion, proposal, image, data file, or other communication which:
(i) is, or is likely to be perceived by an intended recipient or target to be, obscene, lewd, lascivious, filthy, or indecent, with intent to annoy, abuse, threaten, or harass another person;
(ii) violates any rights of others, including but not limited to, infringement of any proprietary rights, copyrights, trademarks, patents, or trade secrets;
(iii) libels, defames or slanders any person, or infringes upon any person's privacy rights;
(iv) contains or embodies any computer virus, harmful component or corrupted data;
(v) adversely affects the performance or availability of Platform for any Platform user(s);
(vi) impersonates any person or entity, including without limitation Platform personnel;
(vii) attempts to solicit or collect any personal information whatsoever from a minor without appropriate prior verifiable parental consent; or
(viii) violates any applicable local, state, national, international or foreign law, including, but not limited to, laws relating to the export of prohibited or restricted information to foreign nationals or nations as set forth in the rules and regulations of the United Kingdom Department of State, the United Kingdom Department of Commerce and any other related governing body.
In addition, you may not use Platform to: send unsolicited advertising or promotional materials (including, without limitation, "spam" or bulk e-mail and/or "chain"-type letters); or facilitate or promote activities that constitute gambling. File.Digital, XS.email, LostDoc.com also reserves the right to modify or cancel any "User ID", including those that it deems offensive, vulgar or obscene.

No Reverse Engineering or Alteration. You may not modify, translate, reverse engineer, decompile, or disassemble Platform, or any component thereof (including, but not limited to, any third party content or services contained in Platform), or remove any proprietary notices or labels contained in Platform or permit any other party to do so. All applicable rights to patents, copyrights, trademarks and trade secrets contained in Platform and any modifications to them are, and shall remain, the property of File.Digital, XS.email, LostDoc.com or its third-party content and/or service providers, as the case may be.

**8. FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD - Privacy Policy**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy:-

**Privacy Policy – File.Digital, XS.email, LostDoc.com**

This is the privacy policy of File.Digital, XS.email, LostDoc.com , applicable to the website at www.File.Digital, XS.email, LostDoc.com and, should you become a customer, to our secure hosted services, which requires registration and payment and may include online postal mail, cheque processing, or for other mail-related services that we perform. We take very seriously the job of providing high quality service and protecting your privacy. The information below outlines the commitment we have made to protect your privacy. We do reserve the right to change this agreement.

File.Digital, XS.email, LostDoc.com is a wholly owned subsidiary of QuickNetDesign Ltd, registered in the UK number, 09177418

**General Site Information**

File.Digital, XS.email, LostDoc.com strictly adheres to the UK Data Protection Act and the principles that deal with the collection, holding, usage and disclosure of personal information.  We also abide by the Postal Communications Act 2000 & UK Anti Money Laundering Act 2007. We reserve the right to amend our terms & conditions and policies, as new legislation and good business practice/compliance is introduced and amended.

File.Digital, XS.email, LostDoc.com uses the information with strict responsibility to conform. File.Digital, XS.email, LostDoc.com does not release personal information.

**Cookies**

When a user logs into the private login panel we send a ‘cookie’ to the user, which allows them to use our services. The information contained within the ‘cookie’ contains no personal user information.

**Your Information**

All the resources File.Digital, XS.email, LostDoc.com uses are located within the UK, thus protecting all our services under the same laws. We do not disclose any information to authorities unless prompted by a court order. File.Digital, XS.email, LostDoc.com is dedicated to protecting your privacy whilst providing you with the highest quality of service. Your information will NEVER be shared with ANY other organisation or company, who is not a permitted & contracted in provider to File.Digital, XS.email, LostDoc.com . All information is kept within the File.Digital, XS.email, LostDoc.com organisation.

**Online Transactions**

Online transactions including credit card transactions on www.MyUKpost.com are secured using the same SSL encryption method as the Login panel. This is to provide immense security and protection to our customers.
All credit card transactions are secured with Paypal, a credit card processing service people all around the world know and trust. We do not store or hold client credit/debit card information.

**Customer login panel**

The Login panel on www.File.Digital, XS.email, LostDoc.com is secured with our own private Digital Certificate, using SSL (Secure Sockets Layer). 128/256-bit key encryption. All users benefit from having an encrypted connection with our server. Your data is safe as this encryption length is immensely difficult to break, therefore offering maximum security.
File.Digital, XS.email, LostDoc.com does not archive any IP specific information for general users of its services. Although, due to the nature of the Internet we cannot control the authorities. We try our very best not to identify our users.

**E-mail Notifications**

You will only receive information via e-mail if the service is activated. If you have activated the service you will receive email notification on processing of your mail, and various other notifications. File.Digital, XS.email, LostDoc.com will occasionally send emails to our customers. We believe direct communication can be an efficient way to present our customers with information about updates and new services. All communication is controlled by us, no other organisations have access to our customer’s details. All information given to us remains confidential. The e-mail addresses we gather from the activation of services are NEVER used outside File.Digital, XS.email, LostDoc.com .

**Links**

The website may contain links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by this website.

**Partners**

All partner sites may display banners on behalf of AcquirePay. We use cookies to enable partners displayed banners in tracking customer active to our web site. If the customer re-visits File.Digital, XS.email, LostDoc.com site directly, the cookies will enable us to track the activity and reward the partner for referring you. The Cookies themselves tell the partner nothing about you personally. None of the cookies are used to perform "User Profiling."

File.Digital, XS.email, LostDoc.com also provides Payment Gateway Integration for client business’s, who pay File.Digital, XS.email, LostDoc.com a fixed fee and monthly management fees to support their payment platform. In order to maintain privacy & compliance File.Digital, XS.email, LostDoc.com and the client business both have access to the client businesses end client’s transactions. In the event of this occurring File.Digital, XS.email, LostDoc.com are classed as a permitted and contracted in administration provider of the client business and are bound by both File.Digital, XS.email, LostDoc.com ’s and client business privacy policies.

File.Digital, XS.email, LostDoc.com will never share information of one client business to another client business

**Employees**

All employees are checked by our Directors. See below the checks completed.

Criminal Record Checks
Financial and Identity Check
Employer Reference Check
Personal Reference Check
CV Verification

No staff are employed until ALL the above checks have been completed and are satisfactory.
All staff are required to sign File.Digital, XS.email, LostDoc.com documentation, ensuring your privacy is kept in the up-most confidentiality.

**Contact**

Direct any questions or concerns regarding this Policy or any matter regarding security and data privacy to - info@File.Digital, info@XS.email, info@LostDoc.com  or you can write to us at -

Privacy – File.Digital, XS.email, LostDoc.com

QuickNetDesign Ltd

Davenport House
261 Bolton Rd.

Bury

Lancashire

BL8 2NZ

United Kingdom

QuickNetDesign Ltd, 09177418

**9. MEMBERS ACCOUNT, PASSWORD AND SECURITY**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.
You agree to
(a) immediately notify File.Digital, XS.email, LostDoc.com of any unauthorised use of your password or account or any other breach of security, and
(b) ensure that you exit from your account at the end of each session.
File.Digital, XS.email, LostDoc.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

**10. SPECIAL CONSIDERATIONS FOR INTERNATIONAL USE**

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside.

**11. INDEMNITY**

You agree to indemnify and hold File.Digital, XS.email, LostDoc.com , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the User Agreement, or your violation of any rights of another.

**12. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service; Unless you have the written permission of File.Digital, XS.email, LostDoc.com , under an approved affiliate programme.

**13. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that File.Digital, XS.email, LostDoc.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

**14. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because File.Digital, XS.email, LostDoc.com has no control over such sites and resources, you acknowledge and agree that File.Digital, XS.email, LostDoc.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising,
products, or other materials on or available from such sites or resources. You further acknowledge and agree that File.Digital, XS.email, LostDoc.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

**15. DISCLAIMER OF WARRANTIES**
YOU EXPRESSLY UNDERSTAND AND AGREE THAT: FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD DOES NOT WARRANT THAT THE SERVICES ARE COMPLETELY ERROR-FREE, NOR DOES FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD WARRANT ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM 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.
FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD MAKES NO WARRANTY THAT
(i) THE SERVICE WILL MEET YOUR REQUIREMENTS,
(ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE,
(iii) THE RESULTS THAT MAYBE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE,
(iv)THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION,
OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND
(v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. INFORMATION ON THE WEB SITE MAY CONTAIN TECHNICAL
INACCURACIES OR TYPOGRAPHICAL ERRORS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE
SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LIMITED OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**16. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES,INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:
(i) THE USE OR THE INABILITY TO USE THE SERVICE;
(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED
OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
(iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
(iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR THE SERVICE; OR
(v) ANY OTHER MATTER RELATING TO THE SERVICE. HIGH RISK ACTIVITIES. FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM LTD IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THIS AGREEMENT, FILE.DIGITAL, XS.EMAIL, LOSTDOC.COM .COM AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS
SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

**17. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE ABOVE SECTIONS MAY NOT APPLY TO YOU.

**18. GENERAL INFORMATION**

The User Agreement constitute the entire agreement between you and File.Digital, XS.email, LostDoc.com and govern your use of the Service, superseding any prior agreements between you and File.Digital, XS.email, LostDoc.com Limited. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

The User Agreement and the relationship between you and File.Digital, XS.email, LostDoc.com shall be governed by the laws of the England and Wales without regard to its conflict of law provisions.

You and File.Digital, XS.email, LostDoc.com agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Lancashire, United Kingdom. The failure of File.Digital, XS.email, LostDoc.com to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. If any provision of the User Agreement 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 the User Agreement remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
The section titles in the User Agreement are for convenience only and have no legal or contractual effect.

**19. SEVERABILITY**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will
remain in full force and effect.

**20. ENTIRETY**

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**21. NON-ASSIGNMENT**

Your rights under this Agreement are not assignable. Any attempt by you to assign your rights shall render this Agreement voidable at our option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at our option.
**22. AGREEMENT TO BE BOUND**

By applying for File.Digital, XS.email, LostDoc.com service(s) through our online application process and/or by applying for and registering a domain name as part of our application process or by using the service(s) provided by File.Digital, XS.email, LostDoc.com under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by File.Digital, XS.email, LostDoc.com .

**23. LANGUAGE**

It is the express will of the parties that this contractual agreement and all related documents have been drawn up in English, any dispute will only be held in this language.

**24. FORCE MAJEURE**

Our delay in or failure to perform any of the services under this Agreement shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond our reasonable control. In such instances, we agree to resume performance of the services as soon as commercially feasible to do.

**25. COPYRIGHT AND TRADEMARK NOTICES:**

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