

## **Best Suited Limited Terms of Service**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISCLAIMER OF WARRANTY AND A LIMITATION OF LIABILITY CLAUSE.**

### **1. ABOUT THESE TERMS OF SERVICE**

1.1 In these Terms of Service:

“**Website**” means any website maintained by Best Suited including without limitation the website at [www.bestsuited.co.uk](http://www.bestsuited.co.uk) and its subdomains, any associated social networking profiles and any applications for mobile devices that Best Suited may publish from time to time; and

“**Services**” means all those services provided through the Website.

1.2 These Terms of Service set out the terms on which we offer the Services and provide the Website and on which you agree to use the Services provided by Best Suited and the Website maintained by Best Suited.

1.3 Please review these Terms of Service carefully and make sure that you understand them before using the Services or the Website. If you do not agree to these Terms of Service, you must cease use of the Services and Website immediately.

### **2. INFORMATION ABOUT US**

2.1 We provide the Services and operate the Website. We are BEST SUITED LIMITED, a limited company incorporated in England with registered number 08024146 and registered address at Flat 10 60 Sinclair Road, London W14 0NH.

2.2 References to “Best Suited”, “we” and “us” are references to Best Suited Limited. References to “you” are to the person accessing, downloading or using the Services or Website, or the company or organization on whose behalf such person accesses, downloads or uses the Services or Website.

### **3. WHAT IS THE BEST SUITED WEBSITE?**

3.1 The Website is an electronic platform enabling:

- (a) users to find accounting practitioners online;
- (b) accounting practitioners to create a profile page on which there will be a description, details of their qualifications, a photo or video and link to their website to promote their firm; and
- (c) connect to existing third party social networks.

- 3.2 Accounting practitioners can display and describe their products and services on their profile page and can encourage other users to contact them for quotes and to order services. Currently, the Website does not offer an online payment system through which users can pay for products and services purchased by them. All transactions are currently directly between the users and Best Suited shall have no involvement, or liability for, any transaction.
- 3.3 Best Suited is not a retailer and is not offering goods or services for sale via the internet. Further, Best Suited is not offering accountancy services and is not a regulated entity in relation to the provision of accountancy services.

#### **4. ACCEPTANCE OF TERMS OF SERVICE**

- 4.1 By using the Services and/or the Website, you accept and agree to be bound by these Terms of Service.
- 4.2 Best Suited may at any time modify these Terms of Service. Best Suited will notify you of any changes to these Terms of Service either by emailing you (at the email address provided or entered by you into any form on the Website) or by posting a notice on the Website.
- 4.3 By continuing to use the Services and/or the Website after changes to these Terms of Service are made and notified to you, you agree to be bound by such changes.
- 4.4 You can review the most current version of our Terms of Service at any time by clicking on the "Terms of Service" link located at the bottom of the Best Suited website at [www.bestsuited.co.uk](http://www.bestsuited.co.uk). The most current version displayed on that page will supersede all previous versions. It is your responsibility to ensure that you are familiar with the current Terms of Service. You are advised to check the above link on a regular basis.

#### **5. LIMITATIONS ON USE**

- 5.1 You must be at least 16 years old to use the Services or the Website. If you are not 16 years old, you must seek the permission of your parent, guardian or a responsible adult prior to using the Services of the Website.

#### **6. YOUR CONDUCT**

- 6.1 By downloading and/or using the Website, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services or Website.

- 6.2 You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Website using your username and password.
- 6.3 You agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms of Service. You also agree not to:
- (a) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website);
  - (b) attempt to gain access to secured portions of the Website to which you do not possess access rights;
  - (c) impersonate any other person while using the Services or Website;
  - (d) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
  - (e) resell or export the software associated with the Website;
  - (f) use the Website to generate unsolicited advertisements or spam; or
  - (g) use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website.
- 6.4 Each accounting practitioner undertakes and agrees at all times to treat any user to whom he/she is introduced professionally and with courtesy. Each accounting practitioner shall respond to any enquiry allocated to him/her within two working days and shall provide a quote for any work required as soon as reasonably practicable.
- 6.5 Each accounting practitioner shall only charge for professional advice where he/she is insured, qualified and in compliance with all standards and requirements applicable to the provision by him of such professional advice. Prior to providing any professional advice, the accounting practitioner shall notify the user in the clearest terms his qualifications and the basis on which he gives the advice.
- 6.6 No accounting practitioner shall discriminate against any user based on such user's age, sex, sexuality, race, disability or any other factor.

## **7. OUR RIGHTS**

- 7.1 In providing you with access to the Website, Best Suited reserves the following rights, and in accessing, browsing or otherwise using the Website you grant to Best Suited and agree that Best Suited shall have the following rights:

- (a) the right to refuse or withdraw your access to the Website in accordance with applicable laws for any reason at any time (with or without notice) if in Best Suited's sole and absolute discretion you violate or breach any of these Terms of Service;
- (b) the right to suspend, amend or disable your profile without giving you notice or any reason;
- (c) the right to amend or update the Website, fees, billing methods or these Terms of Service from time to time;
- (d) the right without notice to remove content, materials or user accounts for any reason whatsoever in our sole and absolute discretion, including without limitation content and materials which are unlawful, offensive, threatening, libellous, defamatory, obscene or which infringe third party rights, and user accounts used to propagate any such content or materials;
- (e) the right to access any or all of your accounts in order to respond to your requests for technical support so long as we maintain appropriate administrative physical and technical safeguards for the protection of the security and confidentiality and integrity of your data;
- (f) the right to terminate without notice user accounts and delete any associated data if that account has been inactive or disabled for ninety (90) days or more; and
- (g) the right to report you to the police or other judicial body if Best Suited believes in its sole and absolute discretion that your conduct (whether in using the Website, our Services or otherwise) is unlawful or threatens the welfare of any user of the Website or the Services or any member of Best Suited's staff.

## **8. CONTENT**

8.1 You hereby represent and warrant that in respect of any content uploaded to the Website and/or transmitted to any member via the Website by you that:

- (a) you have the right to publish such content (whether by virtue of ownership of the intellectual property rights in such content or as a result of the grant to you of a license to use and publish such content);
- (b) the publication of such content on the Website is not likely to bring the reputation of Best Suited into disrepute;
- (c) such content:
  - (i) is not illegal in the UK or in any jurisdiction in which such content might reasonably be expected to be viewed and does not promote any illegal activity;
  - (ii) does not promote terrorism or assist any person in committing or procuring the commitment of any act of terrorism;

- (iii) such content does not encourage or promote any political cause or affiliation;
- (iv) such content is not of a pornographic, sexually explicit, violent, offensive or obscene nature;
- (v) such content does not promote racism, bigotry, hatred or physical harm of any kind against any person or group of persons;
- (vi) such content does not contain libellous or otherwise untrue statements about any person (whether living or dead) and does not harass or advocate the harassment of any person;
- (vii) such content does not depict any person less than 18 years of age (whether or not decent or indecent);
- (viii) such content is not likely to cause offence to any viewer of such content;
- (ix) such content is true and not misleading in all material respects (including without limitation any information and images posted by you relating to your personal statistics, age, occupation and relationship status). For the avoidance of doubt, you are not required to provide any type of information (other than your name, username, location and email address and a brief description of your interests etc., and in the context of payment, your credit or debit card details) and should leave blank any section of any form where you do not wish to provide information;
- (x) does not promote or relate to any pyramid scheme, contest, lottery, sweepstake, or barter activity; and
- (xi) is not likely to lead a viewer to assume that you are related to, authorised by or otherwise represent Best Suited.

8.2 You acknowledge and agree that Best Suited shall review and approve some or all content (at its sole and absolute discretion) uploaded to the Website and/or transmitted by you to any other user via the Website. Best Suited shall be entitled to remove any content without notice and without giving any reason.

8.3 Further you acknowledge and agree that Best Suited may be required to provide information about the origin of any unlawful content published and/or the occurrence of any unlawful activity occurring on the Website to any police or judicial authority in any country in which such content has been viewed and is illegal and you hereby irrevocably authorise Best Suited to provide such information to such persons (on request or in our discretion) without consulting or informing you.

8.4 If you view any content on the Website that you believe breaches any of the above restrictions, you undertake and agree to report such content to Best Suited as soon as is reasonably possible.

## **9. FEES**

- 9.1 We may charge accounting practitioners a monthly membership fee for accessing the Website. We will publish our membership fee rates on our website from time to time.
- 9.2 In the event that we increase our membership fees, we will give no less than 30 days notice to our accounting practitioners either by emailing them to the email address provided or entered when registering on the Website or by posting a message on the Website.
- 9.3 In the event that you sign up to a chargeable membership, you will be offered the option of making a one off payment in respect of each month for which you purchase membership or a recurring fee for a longer period. In the event that you sign up to a recurring fee, you authorise us to charge your credit or debit card or request a withdrawal from your bank account each month during the period for which you hold membership unless and until your membership is terminated.
- 9.4 We may charge accounting practitioners a fee in respect of each lead provided to them. We will publish our fees for leads on our website from time to time.
- 9.5 In the event that we increase our fees, we will give no less than 30 days notice to our accounting practitioners either by emailing them to the email address provided or entered when registering on the Website or by posting a message on the Website.

## **10. CONTACT IMPORTING, EMAIL INVITATIONS AND LINKED SOCIAL NETWORKING PROFILES**

- 10.1 We may permit users to invite their email contacts and social network contacts to use the Website and to recommend them. We do this by allowing users to have access to their contact lists on any email account and/or social network account the user has linked to their profile on the Website.
- 10.2 The user can select one or more contacts from their list of contacts to whom they can send an invitation. We send an email on behalf of the user to his/her selected contacts. You are not permitted to send emails to people who you do not know and/or spam people.
- 10.3 You may be offered the option to link one or more social networking profiles to your profile or the Website. Where you link a profile, you authorise us to post updates on your activities on the Website to your linked social networking profile.

## **11. CONTRACT FORMATION AND TAXATION**

- 11.1 Any contract between users for the purchase and sale of a goods or service is strictly between the users directly and for the avoidance of doubt, Best Suited shall not be a party to such contract.

- 11.2 Best Suited shall not be responsible or liable for any failure or deficiency in performance of any contract by a user and/or for any defect in any product provided by a user.
- 11.3 Users are advised to review the terms and conditions and refund policies of any user from whom they seek to purchase goods or services.
- 11.4 Best Suited will not provide or be involved in procuring any refund from any user.
- 11.5 Each user is responsible for all taxation (including VAT, income tax and any other applicable sales taxes) applicable to them as a result of their activities in using the Website.
- 11.6 The inclusion of any accounting practitioner
- 11.7 or other professional on the Website is not a recommendation of such accounting practitioner or other professional nor is it a representation that such accounting practitioner or other professional is qualified, insured, or permitted to practice.

## **12. INTELLECTUAL PROPERTY**

- 12.1 Best Suited and/or its licensor(s) are the sole owners of the Website, which includes any software, domains, and content made available through the Website. The Website is protected by UK and International copyright and other intellectual property laws.
- 12.2 Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website (or any part of it) or any material provided through the Website without Best Suited's prior express written consent.
- 12.3 Any unauthorized use of the Website will result in the automatic termination of the limited license granted by us. Best Suited reserves the right to terminate the limited license without notice at any time following an unauthorized use by you of the Website.
- 12.4 Best Suited and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of Best Suited Limited. They may not be used without Best Suited's prior express written permission.
- 12.5 All other trademarks not owned by Best Suited that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Best Suited.

## **13. SECURITY**

- 13.1 Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information and user content from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat

those measures. You acknowledge that you provide your personal information and user content at your own risk.

#### **14. ELECTRONIC COMMUNICATIONS**

- 14.1 By downloading and/or using the Website and/or material provided through the Website, you consent to receiving electronic communications and notices from Best Suited. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### **15. PRIVACY**

- 15.1 You provide us with information when you register on the Website. We also collect information both relating to you (for example on your usage history and your preferences for certain kinds of offer) and to users of the Website and the Services in general. Any information that you submit or that we collect when you are using the Website or Services is subject to the Best Suited Privacy Policy, the terms of which are hereby incorporated into these Terms of Service.

#### **16. USE OF INFORMATION SUBMITTED**

- 16.1 You agree that Best Suited is free to use any comments, information or ideas contained in any communication you may send to Best Suited without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Services or Website or other products or services. For the avoidance of doubt, all such information will be deemed by Best Suited to be non-confidential and non-proprietary, and you agree that such information may be used by us without any limitation whatsoever.
- 16.2 You agree that any information published by you on the Website may be public information and that other users of the Website will be able to view and comment on such information. You can classify some information as public information and some information as private information. Public information will appear on your profile page and within your product shop pages.

#### **17. NO WARRANTY & LIABILITY LIMIT**

- 17.1 Best Suited provides the Services and Website "as is" and without any warranty or condition, whether express, implied or statutory. Best Suited specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Best Suited assumes no liability or responsibility for any errors or omissions in the Website or provision of the Services; any failures, delays or interruptions in the Website; any losses or damages arising from the use of the



Services or Website; or any conduct by users of the Services or Website. We reserve the right to deliver the Services and Website in our sole and absolute discretion.

- 17.2 **In no event shall Best Suited, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Services and/or Website or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage. Best Suited does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of Best Suited. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.**
- 17.3 **From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, you agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.**
- 17.4 **You acknowledge and agree that Best Suited is not responsible for the accuracy of any information published on the Website by users and does not warrant that any information appearing on the Website is accurate, true or complete. If you believe that any information appearing on the Website is incorrect, you should flag that information using the flag button on the Website and/or inform Best Suited of the information that you consider to be inaccurate and/or inform the user who posted the information that you consider it to be inaccurate. Best Suited specifically excludes liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate information appearing on the Website.**
- 17.5 The Website and any content displayed thereon may contain facts, views, opinions, recommendations and advice. These views, opinions, recommendations and advice are not those of Best Suited and are not endorsed by Best Suited. Best Suited shall not be liable in the event that any content is defamatory, misleading, incomplete or incorrect. Similarly Best Suited shall not be liable in the event that any fact is incorrect or misleading.
- 17.6 Best Suited is not responsible for the conduct of its users (whether online or offline) and shall not be liable for any actions or postings of any user. In particular, the inclusion of any user on the Website or the attendance of a user at an event organised by or on behalf of Best Suited does not constitute a recommendation of that person by Best Suited.

## **18. INDEMNITY**

18.1 You agree to indemnify and hold Best Suited and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the Services and/or website or your violation of any law or the rights of any third party.

## **19. DISPUTES**

19.1 In the event that any dispute arises between any accounting practitioner and any other user, Best Suited shall in its sole and absolute discretion adjudicate such dispute.

19.2 Each accounting practitioner and other users undertakes and agrees that Best Suited's decision on any dispute shall be final and shall not be subject to appeal by any court or other arbitral tribunal.

## **20. TERMINATION**

20.1 Best Suited may change or discontinue the Services and/or Website at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that you violate any of the terms of Service set forth herein (with prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Services and Website.

## **21. GENERAL**

21.1 These Terms of Service are agreed between you and us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.

21.2 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

21.3 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

21.4 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.

- 21.5 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms of Service without our prior express written consent.
- 21.6 These Terms of Service set forth the entire understanding and agreement between you and Best Suited with respect to the subject matter hereof.
- 21.7 These Terms of Service 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) shall be governed by and construed in accordance with the laws of England.
- 21.8 You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Service agreement or their subject matter or formation (including non-contractual disputes or claims).

## **22. CONTACT US**

- 22.1 If you have any questions about these Terms of Service or the download and/or use of the Website and/or Services, please contact us at:

support@bestsuited.co.uk