

Merinet.com Ltd video snow reports email

Terms and Conditions of Service

PLEASE READ CAREFULLY

Before reading the articles below, please note the following preliminary terms, which use some of the definitions specified in Article 1 below:

Entering into this agreement: These Terms of Service apply to the agreement between Merinet.com Ltd and You, as a user, for the use of the Merinet.com weather reports Email service. You must enter into this Agreement by clicking on the ACCEPT button in order to use the Email service. Furthermore, by using Your Account and the Email service You agree to be bound by these Terms of Service and any new versions hereof.

Electronic Signatures and agreement(s): You acknowledge and agree that by clicking on the ACCEPT button, or similar buttons or links as may be designated by Merinet.com, to show Your approval of any foregoing text You are entering into a legally binding contract with Merinet.com Ltd. You hereby agree to the use of electronic communication in order to the electronic delivery of progressively streamed video clips completed through the Email service. Furthermore, You, hereby waive any rights or requirements under any laws or regulations in any jurisdiction, to the extent permitted under applicable mandatory law, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

Jurisdiction's Restrictions: if You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age and You are under such a jurisdiction and under such an age limit, You may not enter into this Agreement or use the Email service. Furthermore, if You are residing in a jurisdiction where it is forbidden by law to use the Email service, You may not enter into this Agreement and You may not use the Email service. By entering into this Agreement You explicitly state that You have verified in Your own jurisdiction if Your use of the Email service is allowed.

GENERAL CONDITIONS

Article 1 — DEFINITIONS

In these Terms of Service the following capitalized definitions are used in both the singular and plural form.

1.1

Account: refers to your account for the payment and use of the Email service;

1.2

Agreement: means the agreement between Merinet.com Ltd and You for the use of the Email service;

1.3

End User License Agreement: means the End User License Agreement between Merinet.com Ltd and You for the license to use the Merinet.com Ltd Software;

1.5

Password: refers to a code You select, which, in combination with the User ID, gives You access to Your Account;

1.6

Merinet.com Ltd: refers to the entity Merinet.com Ltd, with its address At Bridgetts Lane, Martyr Worthy, Hampshire, SO21 1AR Registered company Number 3186762

1.7

Merinet.com video weather reports: means the streamed audio and video content distributed by Merinet.com Ltd enabling You to use the Email service, including without limitation any subsequent programming fixes, updates, upgrades and new versions of such software;

1.8

Terms of Service: means these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to You, which cover and form part of the Agreement;

1.9

Email service: means the payable services and software features provided by Merinet.com Ltd and/or Merinet.com Ltd's partners, including but not limited to, the Merinet.com video weather reports email and other features or services that Merinet.com Ltd may add thereto from time to time;

1.10

You: You, the user and/or subscriber of Email services, using the Merinet.com video weather reports, also used in the form "Your" where applicable.

Article 2 — GENERAL PROVISIONS

2.1

No warranties. Merinet.com Ltd shall endeavour to provide the Email service with minimum disruptions. However Merinet.com Ltd cannot guarantee that the Email service will always function without disruptions, delay or other imperfections. Since the Email service will be transmitted through public Internet lines, You understand that there may be power outages or Internet service disruption and You may experience some disruptions in the Email service, delay, refused delivery etc. Additionally, Merinet.com Ltd will not be liable for any disruption, delays, eavesdropping or other omissions in the Email service.

2.2

Suspension and interruption. Merinet.com Ltd is entitled, without any liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the Email service or any part thereof, without any notice to You for the repair, improvement, and/or upgrade of the Email service

or for any of the reasons for termination in accordance with Article 12.3 of these Terms of Service.

2.3

Change of technical features. Merinet.com Ltd may change the technical features of the Email service in order to keep pace with the latest demands and technological developments, at its own discretion and without any notice to You.

Article 3 — YOUR COOPERATION

3.1

Use of the Email service. You will use the Email service in accordance with these Terms of Service, the End User License Agreement and the relevant legislation.

3.2

Information. You will at all times provide Merinet.com Ltd in good time with any data or information necessary to a proper provision of the Email service.

3.3

Suspension. If any data that is required for providing the Email service is: not available to Merinet.com Ltd; not available in good time or not in accordance with the arrangements; or if You do not fulfil Your obligations in any other way, Merinet.com Ltd will be entitled to suspend the provision of the Email service.

3.4

No resell. You agree not to resell the Email service to any third party.

3.5

Lawful purposes. You acknowledge and agree to use the Email service solely for lawful purposes. In this respect You may not, without limitation

(a) intercept or monitor, damage or modify any communication which is not intended for You, (b) send any unsolicited commercial communication not permitted by applicable law, (c) use your Account or Email service in any fraudulent way, (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable.

3.6

Indemnification. You agree to indemnify and hold Merinet.com Ltd and (as applicable), Merinet.com Ltd Staff, and Affiliates harmless against any and all third-party claims, actions, proceedings and costs, including but not limited to reasonable attorney's fees, incurred by Merinet.com Ltd arising out of or relating to Your violation of the Terms of Service, applicable law or rights of any third parties and/or the misuse of the Email service.

Article 5 — TARIFFS AND PAYMENT

5.1

Payment. In order to purchase the use of the Email service You shall pay Merinet.com Ltd the tariffs as stated on the website www.skinets.com. Unless stated otherwise, all tariffs and charges shall be stated in Euros and shall be inclusive of value added taxes (VAT) or any other applicable taxes.

5.2

Change of tariffs. Merinet.com Ltd reserves the right to change the tariffs at any time by giving a thirty (30) day notice of such change on the website www.skinets.com. You agree that by continuing to use the Email service following the adjustments of the tariffs, You accept such adjustments.

5.3

Charged in error. In the event You believe that Merinet.com Ltd has charged You in error, You must contact Merinet.com Ltd's customer services within 90 days after such charge. Merinet.com reserves the right to not give any refunds or adjustments will not be given for any charges which are more than 90 days old.

5.4

Positive balance. You can only make use of the Email service when Your Account has a positive credit balance.

5.5

Refunds. You cannot request a refund for unused and unexpired Email service provision. The charge is made a one off payment allowing you to use theMerinet.com video weather reports email service for the period purchased at the website www.skinets.com

Article 6 — PRIVACY, PERSONAL DATA AND TRAFFIC DATA

6.1

Privacy Policy. Merinet.com Ltd is committed to respecting Your privacy and the confidentiality of Your personal and traffic data. This Privacy Policy, applies to the use of personal data and the traffic data. In order to provide You with Email Services or other services You have requested, Merinet.com Ltd may sometimes, if necessary, share email account and traffic data with carriers, distributors and/or partnering service providers.

We do not sell or rent Your personal information to third parties for their marketing purposes. We store and process Your information on computers that may be located outside Your country which are protected by physical as well as technological security devices. You can access and modify the information You provide in accordance with the Data protection act of the United Kingdom.

If You object to Your information being transferred or used in this way please do not use our services.

Article 7 — INTELLECTUAL PROPERTY RIGHTS

7.1

Ownership. All intellectual property rights regarding the Merinet.com video weather reports Email service, including but not limited to the software and related documentation developed and/or owned by Merinet.com Ltd shall be and shall remain the sole property of Merinet.com Ltd. The providing of the Email services does not imply any transfer of intellectual property rights.

7.2

License. You shall only obtain a non-exclusive and non-transferable right for the use of the Email services. You commit Yourself to adhere strictly to any conditions laid down in these Terms and Conditions of Service or imposed in any other way.

Article 8 — LIMITATION OF LIABILITY

8.1

Limitation of Liability. In the event of Merinet.com Ltd being in breach of any of its obligations towards You under these Terms of Service, Merinet.com Ltd will accept liability to pay damages only to the extent as laid down in this article 10.

8.2

Direct damages. Merinet.com Ltd can only be held liable for direct damages resulting from an attributable failure to perform its obligations under these Terms of Service. Direct damages in this respect exclusively mean:

- a. all reasonable costs incurred by You in order to have Merinet.com Ltd perform its obligations under the Terms of Service;
- b. all reasonable costs incurred by You in order to prevent or limit any direct damages as meant in this article;
- c. all reasonable costs incurred by You in order to establish the nature and scope of the direct damages as meant in this article.

8.3

Maximum amount. The direct damages as meant in this article shall be limited to the amount actually paid by You for the Email service during the year in which such damages occur. In no event, however, shall the total compensation for any direct damages exceed 5,- Euro.

8.4

No incidental consequential damages. To the maximum extent permitted by applicable law, Merinet.com Ltd shall not be liable for any special, incidental or consequential damages whatsoever (including but not limited to, damages for loss of profits or confidential or other information, for business interruption, for loss of privacy arising out of or in any way related to the use of or inability to use the Email service), even if Merinet.com Ltd has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

8.5

Willful intent or gross negligence. The above limitation of liability in article 10.3 shall cease to apply if and insofar as the loss is due to Merinet.com Ltd's willful intent or gross negligence.

8.6

Jurisdiction's Limitations. As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You. In that event the liability will be limited as far as legally possible under the applicable legislation.

Article 9 — FORCE MAJEURE

9.1

Force majeure. You acknowledge and understand that the Email service does not function and Merinet.com Ltd will not be in breach of any of its obligations towards You under these Terms of Service in the event of a force majeure event. A force majeure event means any event beyond the control of Merinet.com Ltd including, but not limited to, an act of God, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet service disruption, flood, subsidence, or weather conditions of exceptional severity.

9.2

Consequences of force majeure. In the event Merinet.com Ltd is affected by a force majeure event, it shall promptly notify You of the estimated extent and duration of its inability to perform or delay in performing its obligations, on a best efforts basis. Merinet.com Ltd will not accept any liability for the consequences arising out of a force majeure event.

Article 10 — TERM AND TERMINATION

10.1

Term. The Agreement will be effective as of the date of Your acceptance thereof, and will remain effective until terminated by either party as set forth in these Terms and Conditions of Service.

10.2

Termination by You. You may terminate the Agreement at any time, under the conditions provided herein.

10.3

Termination by Merinet.com Ltd. Without limiting other remedies, we may limit, suspend, or terminate this service and Your use of Merinet.com video weather reports Email service and software, prohibit access to Merinet.com Ltd's website, remove hosted content, and take technical and legal steps to keep You off the Website if we think that You are in breach of these Terms of Service, creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other

similar reasons, with immediate effect and without recourse to the courts. Merinet.com Ltd shall effect such termination by providing notice to You to the email address You have provided, and/or preventing Your access to Your Account and to the Email service.

10.4

Consequences of Termination. Upon termination of the Agreement for any reason all licenses and rights to use the Email service shall terminate and You will cease any and all use of the Email service.

10.5

Survival. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of the Agreement, including without limitation, all of Your representations, warranties and indemnification obligations.

Article 11 — MISCELLANEOUS

11.1

New versions of the Terms and Conditions of Service. Merinet.com Ltd reserves the right to modify these Terms of Service at any time by providing such revised Terms of Service to You or by publishing the revised Agreement on the Website, which shall become effective within thirty (30) days thereof, unless You expressly accept the revised Terms of Service by clicking on the accept button. Your continued use of the Email service after expiry of said period of time shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. If You do not wish to accept these revised Terms of Service, You are entitled to terminate Your Account, in writing to the registered office of Merinet.com Ltd Merinet.com Ltd reserves the right to make changes to these Terms of Service from time to time.

11.2

Adjustment of the Email service. Merinet.com Ltd reserves the right to adjust the Email service at any time, for example to conform to legal and regulatory obligations. If You do not wish to accept the adjusted Email service, You are entitled to terminate Your Account, in writing to the registered office of Merinet.com Ltd, with effect from the date on which the adjusted Email service will be provided.

11.3

Entire Agreement. These Terms of Service together with the End User License Agreement constitute the entire agreement between You and Merinet.com Ltd with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

11.4

Partial Invalidity. Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of these Terms of Service shall nonetheless remain in full force and effect.

11.5

No waiver. Merinet.com Ltd does not guarantee we will take action against all breaches of these Terms of Service. The failure of Merinet.com Ltd at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by Merinet.com Ltd.

11.6

No Assignment by You. You are not allowed to assign this contract or any rights hereunder.

11.7

Assignment by Merinet.com Ltd. Merinet.com Ltd is allowed to, at its sole discretion, assign this contract or any rights hereunder to any affiliate, without giving prior notice.

11.8

Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without giving effect to the conflict of laws or provisions of the United Kingdom or Your actual state or country of residence.

11.9

Competent Court. Any legal proceedings arising out of or relating to Agreement will be subject to the jurisdiction of the courts of the district of United Kingdom.

11.10

Language. The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE EMAIL SERVICE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO NET CABOODLE LTD THE RIGHTS SET FORTH HEREIN.