



Effective Business Group international

"Grows your business"

Membership Terms & Conditions

(1) **Effective Business Group International**, the Trading name of Net Activate.com Ltd., a company registered in England and Wales, whose Registered Office is at: -
121 Albert Street, Fleet, Hampshire, GU51 4PT, Registered in England no. 3990957, (**EBGi**)

1. Agreement Scope, (Service).

- a. **EBGi** will provide business network services to **Member** as defined in its Service Agreement and in Service Revision Notices which will be issued from time to time or through announcements on its website.
- b. **EBGi** will also provide to **Member** access to general and specialised Business Support Services through the introduction of Business Advisors who have been accredited by **EBGi**.

2. Obligations

- a. During the period of this Agreement **EBGi** shall make the services available to **Member** as follows:-
 - Internet based services, 24 hours per day, 7 days per week including all public holidays.
 - Services through telephone contact, between the hours of 09:00 and 17:00 on Monday to Friday inclusive, apart from all public holidays.
- b. **EBGi** undertakes to perform its obligations with all reasonable care and in a responsive manner.

3. Duration

This Agreement will commence on the date shown above, shall operate for a minimum period of 12 months and continue thereafter until terminated by either party giving to the other not less than 30 days written notice.

4. Payments

Member shall pay to **EBGi** a fee of £49 + VAT per month or as may be reasonably revised from time to time on or after the first anniversary of this agreement.

Optionally **Member** may pay to **EBGi** a single, annual payment of £498 + VAT which provides a saving of 15% over the monthly payment method.

The fee may be paid by one of the following methods: -

- Monthly by Bank Standing Order in advance on the first day of each calendar month.
- Annually by Bank Standing Order in advance on or before the anniversary of the agreement.
- Annually by Cheque in advance on or before the anniversary of the agreement.
- Monthly by Credit or Debit Card through WorldPay* in advance on the first day of each calendar month.
- Annually by Credit or Debit Card through WorldPay* in advance on or before the anniversary of the agreement.

*Please note that if payment is made through the WorldPay facility then a card handling charge of 3% will apply

5. Liability

The limit of **EBGi's** obligation to **Member** is to use all reasonable skill and judgement in providing services to **Member**. Under no circumstances will **EBGi** be held liable to **Member** for:

- any increased costs or expenses,
- any loss of profit, business, contracts, or revenue,
- any special, indirect or consequential loss or damage of any nature whatsoever,
- any work undertaken for **Member** by a Business Advisor. **EBGi** evaluates and accredits Business Advisors using all reasonable methods and makes all introductions in good faith but can have no control over the quality, cost or results of work undertaken by an Advisor and consequently can not be held liable for any aspect of the work or its results.
- **EBGi** will not be held responsible for any non performance of any services in the event that the cause of the non performance is due to factors outside the control of **EBGi** generally.

6. Confidential, unpublished information

EBGi agrees to treat as secret and confidential and not at any time, for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to **Member's** technology, technical processes, business affairs or finances or any such information relating to a subsidiary or client of the **Member** where knowledge or details of the information was received through and during the period of this Agreement.

EBGi undertakes to hold all unpublished information about **Member** in the strictest confidence and will not divulge said information to any other person or organisation without the specific authorisation of **Member**.

This clause shall remain effective upon termination of this Agreement for whatever reason.

7. Miscellaneous

- a. Any notice to be given under this contract must be in writing and must either be sent by first class pre-paid post to Member's registered offices or by e-mail to the nominated Primary Contact e-mail address.
- b. No variation to this contract will be of any effect unless it is agreed in writing and signed by or on behalf of both parties.
- c. This contract sets out the whole agreement between the parties related to and cancels all previous agreements, representations and arrangements.
- d. This Agreement shall not be deemed to constitute a partnership or joint venture between the parties.
- e. The validity, construction and performance of this contract shall be governed by English law.
- f. All disputes, claims or proceedings between the parties relating to the validity, construction, performance or termination of this contract shall be subject to the jurisdiction of the High Court of Justice in England and Wales.
- g. Termination of this contract shall not affect any provisions, which are intended to operate after termination.

Service Agreement

Obligations of **EBGi** under this Agreement

EBGi will publish on its website, agreed basic information about **Member** as follows: -

- Company Name
- Trading Address
- Name of Primary and Secondary, nominated Contact, e-mail addresses and telephone numbers
- Website Address
- Business activity
- Overview of Products and Services

EBGi will provide to **Member**

- User Name and Password protected Access for two Contacts to a Network Server through which **Member** can: -
- See and edit website entry for **Member** as above.
- Obtain business related information for the purposes of enhancing **Member's** business and operational activities.
- Obtain details of Business Advisers who have been vetted and accredited by **EBGi** and other respected organisations.
- Obtain published contact information of other Members for the purposes of communicating with said Members.
- Advertise **Member's** business, products and services.
- Communicate privately with **EBGi** regarding any aspect of the service
- Communicate privately and in confidence with **EBGi** regarding any aspect of **Member's** business activities for the purpose of obtaining access to expert knowledge and support from Business Advisors who have been vetted and Accredited by **EBGi**.

The Network Servers will be accessible to **Member** at all times, (24 hours per day, 7 days per week including public holidays), subject to availability of equipment, services and connectivity provided to **EBGi** by **EBGi's** suppliers.