



Membership Terms & Conditions

(1) **Effective Business Group**, is 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, (**EBG**)

1. Agreement Scope, (Service).

- a. **EBG** 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 or other media.
- b. **EBG** will also provide to **Member**, access to general and specialised Business Support Services through the introduction of Business Advisors who have been accredited by **EBG**.
- c. **EBG** will additionally make available to Member, additional products and services at prices advantageous to **EBG** Members, directly and through the Corporate Partner Program and other programs introduced from time to time.

2. Obligations

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

3. Optional Products and Services

Where a **Member** purchases additionally products and services **Member** shall pay to **EBG** a single charge or monthly fee as published for the Product or Service and according to the specific terms of supply.

Any charges or fees 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

4. Liability

The limit of **EBG's** obligation to **Member** is to use all reasonable skill and judgement in providing services to **Member**. Under no circumstances will **EBG** 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. **EBG** 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.
- **EBG** 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 **EBG** generally.

5. Confidential, unpublished information

EBG 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 **EBG** Membership.

EBG 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**.

6. Miscellaneous

- a. Any notice to be given under these terms and conditions 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 these terms and conditions will be of any effect unless it is agreed in writing and signed by or on behalf of both parties.
- c. These terms and conditions set out the whole agreement between the parties related to and cancels all previous agreements, representations and arrangements.
- d. These terms and conditions shall not be deemed to constitute a partnership or joint venture between the parties.
- e. The validity, construction and performance of these terms and conditions shall be governed by English law.
- f. All disputes, claims or proceedings between the parties relating to the validity, construction, performance or termination of these terms and conditions shall be subject to the jurisdiction of the High Court of Justice in England and Wales.

Service Agreement

Obligations of **EBG** under this Agreement

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

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

EBG will provide to **Member**

User Name and Password protected Access to the **EBG** website 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 access to Business Advisers who have been vetted and accredited by **EBG** 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 **EBG** regarding any aspect of the service
- Communicate privately and in confidence with **EBG** 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 **EBG**.

The **EBG** website 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 **EBG** by **EBG's** technology suppliers.