

Internet Services Terms and Conditions for Contractors

My Business Homepage (“My Business Homepage, we, us”) provides a trading platform for you to advertise your services to customers. These Terms and Conditions govern your relationship with MyBusinesshomepage during your use of the “Contractors Service”.

1. Definitions

“Contractor” means you;

“Contractor’s Service” means the service provided by My Business Homepage to contractors (such as yourself), for the tender of Customer Contracts;

“Home Page” means your home page within the My Business homepage Website where you can advertise your services to Customers;

“Membership Fee” means the fee payable by you to My Business Homepage for use of the Contractors Service, as set out in clause 5 below;

“My Business Homepage” means My Business homepage;

“My Business Homepage Website” means www.mybusinesshomepage.com and mybusinesshomepage.com;

2. Use of Website and Contractors Service

- 2.1 You agree that during your use of the My Business Homepage Website and the Contractors Service you shall at all times comply with the Website Terms and Conditions of Use and Privacy Policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf and www.mybusinesshomepage.com/privacyPolicy.pdf.
- 2.2 The Contractors Service is not available and may not be used by persons under the age of 18.
- 2.3 You agree to pay the Membership Fee to My Business homepage in consideration for use of the Contractor’s Service.

3. Registration

- 3.1 Before using the Contractor’s Service you shall first register with My Business Homepage by completing the registration form which can be found at www.mybusinesshomepage.com/signupContractor.php.

- 3.2 You agree to pay the Membership Fee for the Contractor's Service as set out in clause 5 below.
- 3.3 Once the registration form has been satisfactorily completed and submitted, My Business Homepage shall, within a reasonable period of time, provide you with a user name and password. You agree to keep the user name and password safe and secure at all times. My Business Homepage shall not be liable for any misuse or disclosure of your user name and password.
- 3.4 The user name and password shall be used by you to access the Contractor's Service.
- 3.5 You agree to inform My Business Homepage immediately you become aware of, or suspect, any unauthorised use or breach of security. You accept that My Business Homepage may suspend the Services in the event of an actual or suspected breach of security.

4. Contractors Home Page

- 4.1 Once the registration procedure set out in clause 3 above has been completed and the Membership Fee has been paid in full, you shall be given access to your Home Page.
- 4.2 Using your unique user name and password, you can access your Home Page and edit the page with information about the services available to your Customers.
- 4.3 You agree that any information uploaded by you to your Home Page shall at all times comply with My Business Homepage's Acceptable Use Policy www.mybusinesshomepage.com/acceptableUsePolicy.pdf and shall comply with all applicable advertising laws, codes of practice, rules and regulations (including without limitation the Advertising Standards Authority CAP Code).
- 4.4 My Business Homepage shall be under no obligation to maintain your Home Page and may, at its sole discretion, at any time remove the Home Page from the My Business Homepage Website.

5. Fee for Contractor's Service

- 5.1 The annual Membership Fee for the Contractors Service shall be the relevant price as displayed on the My Business Homepage Website at the time you submit your request for a Home Page.
- 5.2 The Membership Fee is non-refundable, and automatically renewable each year on the anniversary of your initial payment of the Membership Fee, unless terminated in accordance with clause 7
- 5.3 All prices displayed on the My Business Homepage Website shall be exclusive of VAT or any other taxes, levies or duties which shall be paid by you in addition to the Membership Fee.

6. Liability

- 6.1 This is a service to be used by you at your own risk. The limitation of liability referred to herein is specifically intended to acknowledge that situation and My

Business Homepage will not operate the Contractor's Service on any other basis as they are not able to check and verify the contents of any advertisement placed on the Home Page by you, and is a situation which you hereby acknowledge and accept.

- 6.2 My Business Homepage, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of My Business Homepage's group companies and the officers, directors, employees, shareholders or agents of any of the above, (to the extent that they are able to by law) exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the My Business Homepage Website in any way or in connection with the use, inability to use or the results of use of this Website or the Contractor's Service, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.
 - 6.3 Nothing in this legal notice shall exclude or limit My Business Homepage's liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.
 - 6.4 If your use of material on the My Business Homepage Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
7. Termination
- 7.1 You may terminate your subscription with My Business Homepage by giving not less than one month's written notice to My Business Homepage in advance of the end of your current subscription. No subscription or part thereof shall be refundable by My Business Homepage at any time.
8. Miscellaneous
- 8.1 These terms and conditions are governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.
 - 8.2 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or unenforceability of the other sections of these terms and conditions shall not be affected.
 - 8.3 No delay or failure by My Business Homepage to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.
 - 8.4 In addition to and notwithstanding any other right or obligation arising under these terms and conditions, My Business Homepage shall take all appropriate technical and organisational measures to ensure that any of your personal data is protected against loss, destruction and damage, and against unauthorised access, use modification, disclosure or other misuse, and that only personnel authorised by My Business Homepage have access to your personal data.

- 8.5 Notwithstanding anything contained in these terms and conditions, in the event of any obligation or obligations under these terms and conditions being rendered wholly or partially impossible of performance by either party for any reason beyond its reasonable control (including but not limited to war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs or other industrial disputes or infrastructure failure, actions, acts of God, acts of government or default of third parties) then such non-performance shall not be deemed to constitute a breach of these terms and conditions.