



TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website www.trademarkroomusa.com ("our site") to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

- 1.1 Trademarkroomusa.com is a site operated by Trademarkroom Limited (**we**). We are registered in England and Wales under company number and with our registered office at 1 Brunswick Place Southampton SO15 2AN.
- 1.2 We also have a branch office based at 8345 NW 66th Street #6224 Miami, Florida 33166
Tel: 1-305-434-4666 Fax: 1-888-815-0938 <http://www.trademarkroomusa.com>

2. SERVICE AVAILABILITY

Our site is only intended for use by people throughout the world but if for any reason you are unable to view our site then please contact us by email on info@trademarkroomusa.com or telephone on + 1-305-434-4666.

3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old;

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 We provide trademarks. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to provide the service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the service will be provided to you ("the email Confirmation"). The contract between us ("Contract") will only be formed when we send you the email Confirmation.



4.2 The Contract relates only to those services which we confirm to you by email. We will not be obliged to supply any other services which may have been part of your order until the dispatch of such services has been confirmed in a separate Dispatch Confirmation.

5. OUR STATUS

5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

6. CONSUMER RIGHTS

6.1 You will not have any right to cancel a Contract for the supply the search services once we have commenced the process.

7. AVAILABILITY AND DELIVERY

Your order will be fulfilled within 24 hours. That is someone from the office will contact you within 24 hours and introduce themselves as the Attorney dealing.

8. RISK AND TITLE

The material provided to you are protected under the laws of copyright and will only pass to you when we receive full payment of all sums due

9. PRICE AND PAYMENT

9.1 The price of any trademark services will be as quoted on our site from time to time, except in cases of obvious error. These prices include all applicable taxes.

9.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an email Confirmation.

9.3 We are under no obligation to provide the services to you at the incorrect (lower) price, even after we have sent you an email Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.



9.4 Payment for all services must be by credit or debit card. We accept payment all major credit cards. We will not charge your credit or debit card until we dispatch your order.

10. OUR REFUNDS POLICY

We will not refund any money received from you unless you cancel the service prior to us carrying out the work.

11. OUR LIABILITY

11.1 We warrant to you that the Trademark services purchased from us through our site will be carried out with skill and care and we are fit to carry out the services.

11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the services we provided.

11.3 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us], including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise , even if foreseeable.



provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.4.

11.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

12. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. NOTICES

All notices given by you to us must be given to info@trademarkroomusa.com to the London address. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).



15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

17. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20. LAW AND JURISDICTION

Contracts for the supply of trademark services purchased through our site 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) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.