

Pactel Website Legal

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Pactel Solutions Ltd is a limited company incorporated in England and Wales with registration number 4379967, whose registered office is at 16 Baddow Road, Chelmsford CM2 0DG and principal place of business is at Unit 202 Waterhouse Business Centre, Chelmsford CM1 2QE. Tel: 01245 808277.

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3. Indemnity

You agree to defend and hold Pactel and its directors, officers, employees, consultants or agents (“affiliates”) harmless from and against any and all claims, judgments, damages, losses, costs, expenses, obligations, liabilities (including reasonable attorney’s fees and costs) resulting from any breach of this agreement.

4. General disclaimer; content disclaimer

The trademarks and the Pactel services are provided “as is,” and may contain errors or inaccuracies. You use the trademarks and Pactel services at your own risk. Pactel hereby disclaims all express and implied representations and warranties, including without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose or non-infringement. This disclaimer of warranty constitutes an essential part of this agreement.

5. Limitation of liability

In no event shall Pactel be liable to you or any other individual or entity for any claim, loss or damage of any kind arising out of or in connection with: (i) the deficiency or inadequacy of the trademarks or Pactel services for any purpose whether or not known or disclosed to you; (ii) use of the trademarks or the availability of the Pactel services; or (iii) the accuracy of the trademarks or error-free operation of the Pactel services. Pactel shall not be liable for any loss of profits, sales, business, data or other direct, indirect, special, incidental, or consequential damages irrespective of whether Pactel has been informed of, knew of, or should have known of the likelihood of such damages. This limitation applies to all causes of action in the aggregate including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. Pactel liability for claims arising out of this agreement shall not exceed the total amount of fees paid by the user to Pactel in the past 12 months.

6. Miscellaneous

6.1 Applicable law. This agreement will be governed by and construed in accordance with the laws of England.

6.2 Severability. In the event that any provision of this agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be construed so as to give closest effect to the intent of the parties, and the remaining portions of this agreement shall remain in full force and effect.

6.3 Relationship. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between you and Pactel.

6.4 Waiver. The failure by Pactel to enforce any section of this agreement shall not be construed as a waiver of such provisions or of the right to enforce that, or any other, provision of this agreement. No waiver will be construed as a continuing waiver.

6.5 Modification. Pactel reserves the right, at its discretion, to change, modify, add, or remove portions of these terms at any time without prior notification. In addition, when using a particular Pactel service, you and Pactel shall be subject to any posted guidelines or rules applicable to such service which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the terms. Pactel may terminate, change, suspend or discontinue any aspect of the Pactel website, including the availability of any features of the website or Pactel services, at any time. Pactel may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability.

6.6 Complete agreement. This agreement represents the sole and exclusive agreement between you and Pactel regarding the subject matter of this agreement. The parties may amend this agreement at any time by a written instrument signed by both of them.

6.7 No assignment. You may not assign any of your rights or obligations under this agreement. Any attempted assignment in derogation of this section shall be null and void.