

## IPS Sale Terms

### 1. These terms

1. **Please read these Terms, our Privacy Policy and our Website Terms carefully.** We provide products, services, content and interactive features for protecting online privacy as developed and made available on our website from time to time. We also resell licences of third party digital products, including as part of our subscription packages. By purchasing any of our paid-for subscriptions, products or services, including any and all associated features and functionalities, website tools and user interfaces, as well as all content and software applications associated with our (or our providers') products and services, or accessing any paid-for content or material that is made available through our service ("**content**") you are entering into a binding contract with us.
2. **What these terms cover.** These are the terms and conditions on which we supply our paid-for services or digital products or content (together, "**products**") to you.
3. **Our contract.** Your contract with us includes these terms, our Website Terms and our Privacy Policy and any additional terms that you agree to. In the event of any conflict between these terms and any of the other parts of the contract, these terms shall take priority.
4. **Third party licence terms.** In addition, if you purchase a licence of third party digital products from us, you will also be subject to the terms of the relevant licence issued by such third party (which will constitute a contract between you and them), but those licence terms do not form part of your contract with us.
5. **Why you should read these terms.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us in writing at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk) to discuss.
6. **Who can use our services and content.** In order to access or use a product you need to (a) be 18 or older, or be 13 or older and have parent or guardian consent; (b) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws; and (c) reside in the UK.
7. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
8. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.

### 2. Information about us and how to contact us

1. **Who we are.** We are Individual Protection Solutions Ltd ("**we**", "**us**", "**our**") a company registered England and Wales. Our company registration number is 10764140 and our

registered office is at Bailey House, 4-10 Barttelot Road, Horsham, West Sussex, United Kingdom, RH12 1DQ. Our registered VAT number is 298 3938 33.

2. **How to contact us.** You can contact us by writing to us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk).
  3. **How we may contact you.** If we have to contact you, we will do so using the contact details you provided to us in your order or when you registered to join the IPS community.
  4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
3. **Product types and options**

In relation to our products, you can find a description of our product options on our website, and we will explain which product options are available to you when you create an account with us. Certain products and services are provided to you free-of-charge. Other products, services, subscriptions or options require payment before you can access them. We may also offer special promotions, memberships, or services, including offerings of third-party products and services in conjunction with or through our service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscriptions and promotional offerings at any time in accordance with these terms.

4. **Our contract with you**

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to confirm it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be, for example, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.
3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
4. **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from outside the UK.

5. **Our rights to make changes**

1. **Changes to the products.** We may change our products:
  1. to reflect changes in relevant laws and regulatory requirements; and
  2. to implement technical adjustments and improvements, for example to address a security threat or add functionality. These changes will not materially and adversely affect your use of the product.
2. **Updates to digital content.** We may update or require you to update digital products, provided that the digital product shall always match the description that we provided to you before you bought it.
3. **Changes to these terms:** Occasionally we may make changes to these terms for valid reasons, such as improving the existing functions or features or adding new functions or features to a product, implementing advancements in science and technology, and reasonable technical adjustments to a product, ensuring the operability or the security of the product, and for legal or regulatory reasons. If and when we make material changes to the terms, we will provide you with notice, as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within a service or by

sending you an email. In some cases, we will notify you in advance, and your continued use of the product after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the product under the new version of the terms, you may terminate your account by contacting us in writing at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk).

## 6. Providing the products

### 1. When we will provide the products.

1. **If the products are one-off services.** We will begin the services as soon as reasonably possible after your order has been accepted.
2. **If the product is a one-off purchase of a digital product.** We will make the digital product available for download by you as soon as reasonably possible after your order has been accepted. This will be subject to any fixed licence period notified to you when you place your order.
3. **If the products are ongoing services or a subscription to receive services, digital products and/or content.** We will supply the services or digital products and/or content to you as soon as reasonably possible after your order has been accepted and will continue to supply them until either the services are completed or the subscription ends (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9. Unless your paid subscription (or any product supplied as part of that) has been purchased for a fixed, pre-paid period, your payment to us will automatically renew at the end of the applicable subscription period, unless you cancel your subscription in accordance with these terms before the end of the then-current subscription period by notifying us by writing to us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk). The cancellation will take effect the day after the last day of the then current subscription period. If you cancel your payment or paid subscription and/or terminate your contract with us (a) after the 14 day period for changing your mind (as referred to in clause 7.3) is over (where applicable), or (b) before the end of the then current subscription period, we will not refund any subscription fees already paid to us. If you wish to receive a refund of monies paid to us before the 14 day period for changing your mind is over, you must notify us by writing to us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk). When we process any refund, we will refund amounts due to you using the method you used for payment.
2. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
3. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
  1. deal with technical problems or make minor technical changes;
  2. update the product to reflect changes in relevant laws and regulatory requirements;
  3. make changes to the product as notified by us to you (see clause 5).
4. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days, we will adjust the

price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

5. **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the products during the period for which they are suspended.

## 7. Your rights to end the contract

1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
  1. **If what you have bought is defective or misdescribed you may have a legal right to end the contract** (or to get the product replaced or a service re-performed or to get some or all of your money back) – please see clause 10;
  2. **If you want to end the contract because of something we have done or have told you we are going to do** - please see clause 7.2;
  3. **If you have just changed your mind about the product** - please see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
  4. **In all other cases (if we are not at fault and there is no right to change your mind)** - please see clause 7.6.
2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
  1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.3);
  2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
  4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
  5. you have a legal right to end the contract because of something we have done wrong.
3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
4. **When you do not have the right to change your mind.** You do not have a right to change your mind in respect of:
  1. digital products after you have started to download or stream these;

2. services, once these have been completed, even if the cancellation period is still running.
5. **How long do I have to change my mind?** How long you have will depend on what you have ordered and how it is delivered.
  1. **Have you bought services (for example, use of our email checker service)?**  
If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  2. **Have you bought digital products or content for download (for example, an antivirus software licence)?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming the product or content. If we delivered the digital product or content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
6. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until either: 30 days after the day on which you contact us; or, if your contact is for a subscription, the end of your then current pre-paid subscription period.
8. **How to end the contract with us (including if you have changed your mind)**
  1. **Tell us you want to end the contract.** To end the contract with us, please let us know by emailing us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  2. **Refunds.** If you are due a refund because you have changed your mind within the relevant 14 day cancellation period, unless clause 7.4 applies, we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.
  3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind: Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
  4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
9. **Our rights to end the contract**
  1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.
  2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

3. **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided after we stop supply.

#### 10. If there is a problem with the product

1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk).
2. **Your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights as a consumer.

#### 11. Price and payment

1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause [11.4](#) for what happens if we discover an error in the price of the product you order.
2. **Changing the price of subscription products.** We may change the price of our products, including recurring subscription fees, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the relevant product after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the paid subscription prior to the price change going into effect.
3. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
4. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
5. **When you must pay and how you must pay.** We accept payment through our payment provider, Stripe. Details of accepted credit cards are set out in the Stripe service. When you must pay depends on what product you are buying:
  1. For **digital products or content**, you must pay for the products before you download them.
  2. For **one-off services**, you must pay before the services are provided.
  3. For **subscription services**, you must make an advance payment of the price for the relevant initial subscription term shown on our site (normally either 1 month or 12 months), before we start providing them. Repeat payments for further subscription periods will be deducted automatically in advance unless and until you tell us to stop in accordance with clause [6.1.3](#).

6. **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
7. **What to do if you think a payment is wrong.** If you think a payment is wrong, please contact us promptly to let us know by writing to us at [hello@ipscommunity.co.uk](mailto:hello@ipscommunity.co.uk).

## 12. Our responsibility for loss or damage suffered by you if you are a consumer

1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are; of satisfactory quality; fit for any particular purpose held out by us; and supplied with reasonable skill and care.
3. If you purchase digital content from us in a consumer capacity and defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
4. **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 13. Our responsibility for loss or damage suffered by you if you are a business

1. Nothing in these terms shall limit or exclude our liability for:
  1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  2. fraud or fraudulent misrepresentation;
  3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
2. All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
3. Subject to clause **13.1**:
  1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, shall be limited to one hundred and ten per cent (110%) of the total sums paid by you for products under such contract.

14. **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy.

15. **Other important terms**

1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
6. **Our ownership of the rights in our products.** Our products (including our services and content) are our property or the property of our licensors. We grant you limited, non-exclusive, revocable permission to make use of the services you purchase or subscribe for and limited, non-exclusive, revocable permission to make personal, non-commercial use of the content (collectively, "**Permission**"). This Permission shall remain in effect until and unless terminated by us or you (termination of this contract will terminate your Permission for paid products). You promise and agree that you are using our products, services and content for your own personal, non-commercial use and that you will not redistribute or transfer any of it. Our software applications and content are not sold or transferred to you, and we and our licensors retain ownership of all copies of our software applications and content even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers, and/or other devices. All trademarks, service marks, trade names, logos, domain names, and any other features of the IPS brand are our sole property of or that of our licensors. The Agreements do not grant you any rights to use any of our marks, names, branding or features whether for commercial or non-commercial use.
7. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

8. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.