Terms and Conditions for Deceased Online Limited Website Use

Please read these terms and conditions carefully before using our website located at www.deceasedonline.com (Website). They contain important information about your rights and obligations in respect of such use. If you need to print these terms and conditions, you can do so by using the print function on your browser.

1. Introduction

1.1. Please read these terms and conditions carefully before using the Website.

1.2. This website is operated by Deceased Online Limited (Company/our/we/us). The Company is registered in England and Wales under Company Number: 06278531 and its VAT registration number is GB 932 7316 27. The registered office of the Company is at The Elms, Isham Road, Pytchley, Northamptonshire, NN14 1EW, UK.

1.3. By clicking on the 'I Accept' button when registering to use the Website, you agree to be legally bound by these terms and conditions, as they may be amended and posted on the Website from time to time.

1.4. If you do not wish to be legally bound by all of these terms and conditions, then you may not use the Website.

2. Nature of the Website and basis of contract

2.1. The Website is a place for you to search for, view and download UK and worldwide burial and cremation register and associated records including digital images (**Materials**) compiled and maintained by participating contributing parties (**Contributors**). Our website describes the Materials in more detail.

2.2. Contributors include without limitation:

2.2.1. Local Authorities.

2.2.2. Public and private crematoria.

2.2.3. Public and private cemeteries and burial grounds.

2.2.4. Any other contributing party whose materials we choose to make available via our website from time to time.

2.3. Depending on the identity of Contributors we either:

2.3.1. Act as agent for Contributors in the supply of Materials (**Agent**); or

2.3.2. Act as principal (**Principal**) in the supply of Materials.

2.4. In the case of either of condition 2.3.1 or condition 2.3.2 the Website is the online portal via which you may purchase rights of access to Materials on the terms of and subject to the conditions set out herein.

2.5. The following link on the Website provides information regarding those Contributors for whom we act as Agent or Principal as the case may be: Contributors

2.6. By purchasing rights of access to Materials via the Website:

2.6.1. where we act as Agent, you are entering into a contract with the Contributor which has compiled and maintained the Materials accessed. No contractual relationship exists between you and the Company for your access to such Materials; or

2.6.2. where we act as Principal, you are entering into a contract with the Company for the supply of Materials compiled and maintained by the Contributor.

2.7. Please note that the Materials on the Website are available only to individuals who can form legally binding contracts under applicable law. You must be eighteen (18) years of age or over to view and/or download the Materials, using one of the payment methods displayed on the Website. If you do not qualify, you may not use the Website.

3. Registering on the Website

3.1. To view and download Materials from the Website, you must first register on the Website. The registration procedure is described in detail on the Website.

3.2. When registering on the Website, you will need to supply us with certain personal information. Please see condition 4 of these terms and conditions and our privacy policy for information about how we will process the personal information that you provide to us.

3.3. When you register on the Website we will create an account for you. This account is for your exclusive use on the terms and subject to the conditions set out herein. You must not allow anyone else to use your account for the purposes of accessing the Website, and you must let us know if you think that anyone else has discovered your password or if you think that your password is, or may be, being used in a way that is not allowed under these terms and conditions..

3.4. When you register, you will have to choose a password. This password is personal to you alone and you should not disclose it to anyone else. You will need to use the password to log into and access the Website and to view and download Materials.

4. Information you provide to us

4.1. The following conditions apply to any information you provide to us or which we may collect (**Personal Information**), for example during any Website registration or purchasing process:

4.1.1. You authorise us to use, store or otherwise process any Personal Information which relates to and directly or indirectly identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through the Website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (**Partner Companies**). The Partner Companies may be located in countries that do not have laws to protect your information. Details of the companies and countries involved in your case (if any) will be provided on request. If you would like to request such information, then you

should email us at admin@deceasedonline.com or use the 'Contact Us' facility on the Website.

4.1.2. If you view and/or download Materials through the Website then we may collect information about your viewing and purchasing behaviour and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this condition 4 and in our privacy policy shall be known as the **Purposes**)..

4.1.3. You must ensure that the Personal Information you provide is accurate and complete and that all registration and purchasing details (where applicable) contain your correct name, address and other requested details. You agree that when using the Website, you will do so solely on your own account and will not use a false name or false address or any other personal information that is not true or which you are not entitled to use. You expressly acknowledge and agree that if we become aware that you have acted in breach of this condition 4.1.3, then we may terminate your account on the Website with immediate effect and without any further liability to you on any account.

4.1.4. When providing Personal Information to us using the Website, you must use the form on the 'My Account' page or the message facility on the 'Contact Us' page, which are secure methods of transmitting information. Emails should not be used to send sensitive information to us, as they are not secure.

4.2. For more information about how we deal with your Personal Information, please read our privacy policy.

4.3. By accepting these terms and conditions, you agree to the processing and disclosure of your Personal Information for the Purposes.

4.4. If you would like to review or modify any part of your Personal Information, then you can do this by one of the following methods:

4.4.1. log into the Website, click on the 'My Account' link, and follow the instructions given: or

4.4.2. email us at admin@deceasedonline.com (but do not include any sensitive information such as password or credit card details); or

4.4.3. write to us at The Elms, Isham Road, Pytchley, Northamptonshire, NN14 1EW, UK.

4.5. You agree and confirm that all details you provide to us for the purpose of purchasing Materials which may be offered by us on the Website will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any goods or services purchased. We reserve the right to obtain validation of your credit or debit card details before providing you with access to any Materials.

4.6. You warrant and undertake that you will not use the Website for any purpose that is illegal, immoral or otherwise prohibited by these terms and conditions.

4.7. If we become aware that you have acted in breach of these terms and conditions, then then we may terminate your account on the Website with immediate effect and without any further liability to you on any account.

4.8. We reserve the right to suspend your access to the Website if we reasonably believe that you have or may have acted in breach of these terms and conditions.

5. Modifications to website

5.1. We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, and/or the offering of new Materials and/or the release of new software tools or resources shall be subject to these terms and conditions.

5.2. You acknowledge and agree that although we will use reasonable endeavours to ensure that the content of the Website is accurate, it may contain typographical errors or other inaccuracies. You use of the Website is strictly conditional upon your agreement given in this condition 5.2.

6. Purchasing Pay-Per-View Vouchers from the Website

6.1. You can view and/or download Materials on the Website if you have purchased pay-per-view vouchers through the Website (**Pay-Per-View Vouchers**), by credit card or debit card. Details are provided on the Website in the 'Help' section.

6.2. Once you have registered on the Website, you can purchase Pay-Per-View Vouchers at any time by logging in to the Website and selecting 'Purchase Vouchers' from the 'My Account' or home page sections of the Website.

6.3. Pay-Per-View Vouchers exist only as items in your account; they do not exist physically.

6.4. Pay-Per-View Vouchers are available for different prices as listed in the current Pricing Schedule, and Pay-Per-View Vouchers may be spent on the Website for a period of 1 year, starting from the time your card transaction to purchase them is authorised.

6.5. From time-to-time and at our sole discretion we may credit your account with bonus amounts of credits in special offers. Bonuses are redeemable only for purchasing views of the Materials, and have no other cash value.

6.6. We will use your Pay-Per-View Vouchers for the purchase of funding your access to the Materials strictly in the order in which the Pay-Per-View Vouchers were purchased, irrespective of the value of each such Pay-Per-View Voucher.

6.7. The cost to view and/or download any particular Materials will be made clear on the Website. The cost to view and/or download certain Materials may differ from other Materials.

6.8. When you spend Pay-Per-View Vouchers to view a chargeable item of the Materials, you may view that item again as many times as you wish, for no additional charge, for a period of 1 year after the initial viewing.

6.9. Purchases of Pay-Per-View Vouchers cannot be refunded. If there are any wholly or partly unused Pay-Per-View Vouchers in your account after your 12-month period expires, these unused Pay-Per-View Vouchers will be deleted from your account.

6.10. We will process your purchase of Pay-Per-View Vouchers as soon as the payment has been authorised by your credit or debit card provider. There is a legally binding contract for the purchase of Pay-Per-View Vouchers only when an email confirming your purchase of Pay-Per-View Vouchers has been sent to the email address which you have provided to us in registering on the Website or any subsequent email address notified to us by you. Without prejudice to any statutory rights of cancellation which you have or may have if you are a consumer, you cannot cancel a purchase of Pay-Per-View Vouchers once a legally binding contract for the purchase of Pay-Per-View Vouchers has been concluded.

6.11. Monies received by us for Pay-Per-View Vouchers purchased by you which remain unused from time to time shall be held by us until such time as unused Pay-Per-View Vouchers are used by you or expire pursuant to condition 6.9.

6.12. Without prejudice to any statutory rights of cancellation which you have or may have if you are a consumer, monies received by us for Pay-Per-View Vouchers are not refundable in any circumstances.

7. Payment

7.1. Payment for Pay-Per-View Vouchers or a monthly/annual subscription (see condition 8 and condition 9) can be made by credit card or debit card.

7.2. All payments made through the Website are processed securely.

7.3. We accept most major credit and debit cards, including Visa, MasterCard, and Visa Debit.

7.4. All currency amounts appearing on the Website or in any documents produced by or in connection with the Website are in Pounds Sterling, and your credit card or debit card will be charged in Pounds Sterling.

7.5. VAT at the current applicable rate within the United Kingdom is included in the prices quoted on the Website for Materials as follows:

7.5.1. Where we are facilitating access to Materials as Principal, then the prices quoted on our website include VAT.

7.5.2. Where we are facilitating access to Materials as Agent, then if certain items of the Materials are outside the scope of United Kingdom VAT which will not be charged on the amount of your payment to view these items. The prices of all cremation-related items, and headstone collections, will include VAT; prices for all other burial-related items will not include VAT.

7.6. The prices quoted on the Website are payable in full regardless of the country from where you access the Website.

7.7. If your credit card or debit card issuer does not for any reason authorise payment to us, then your attempted purchase of Pay-Per-View Vouchers or a monthly/annual subscription will not be processed by us.

7.8. Where Materials include third party licensed materials, the prices quoted on the Website include any royalty payments due and we shall account to the relevant third-party licensor for such royalty payments in accordance with the terms of our agreement with such third-party licensor.

8. Current monthly subscription plans

8.1. The rolling monthly subscription fee as at the date of your first subscription is £9.99 for 15 views (£0.67 per view). If we intend to increase such monthly fee for further monthly periods, then we will give you reasonable notice prior to the end of your current subscription period and you will be entitled to terminate your subscription pursuant to condition 8.12. If you do not terminate your subscription prior to the commencement of the next rolling monthly period, then such increased monthly fee will apply.

8.2. The rolling payment will be a recurring payment of £9.99, processed by our secure payment processor Stripe.

8.3. No payment details are held by us and they are only held by our secure payment processor Stripe.

8.4. As a subscriber with an active monthly subscription, you will have the option to buy a top up if you run out of views in a month. This top up is an additional £9.99 for a further 15 views.

8.5. There is no limit to additional top up.

8.6. Within an active monthly subscription, views will last 12 months, the maximum number of unused views you can accrue is 180 views.

8.7. As views in the rolling monthly subscription expire after 12 months, once 180 views have been accrued, you will still be charged £9.99 a month, the oldest 15 unused views available will expire, and 15 new views will be made available. This ensures you still have 180 views available to use.

8.8. Subscription-based views can only be used on standard burial and cremation records, other grave occupants and original burial or cremation scan images. Maps, and photographs associated with any records are not included in the view number, and a separate Pay-Per-View Voucher will have to be purchased to view any of these records.

8.9. Upon termination of your monthly subscription (either by cancellation, payment failure or otherwise) unused views you have accrued from your monthly subscription on the Website will still be available until the end of your subscription period.

8.10. Upon termination of your monthly subscription, you will remain a ‘registered user’ of the Website, and your access to the applicable facilities will remain in place.

8.11. Records which have been paid for will still be available to you for viewing for 12 months from the date of purchase in all cases, whether based on an active

subscription, or a cancelled subscription. After these 12 months, the records will no longer be available for viewing.

8.12. If you wish to cancel your rolling monthly subscription, you can do so via the 'My Account' section of the Website. If you cancel part way through your subscription month, your account will remain active until the end of your subscription month. For example, if you purchase a monthly subscription on the 15th of the month, then cancel on the 17th of the month, the subscription will run until the 15th of the following calendar month. There are no refunds on subscriptions.

9. Current annual subscription plans

9.1. The rolling annual subscription fee as at the date of your first subscription is £99 for 250 views (£0.40 per view). If we intend to increase such annual fee for further annual periods, then we will give you reasonable notice prior to the end of your current subscription period and you will be entitled to terminate your subscription pursuant to condition 9.11. If you do not terminate your subscription prior to the commencement of the next rolling monthly period, then such increased annual fee will apply.

9.2. The rolling payment will be a recurring payment of £99, processed by our secure payment processor, Stripe.

9.3. No payment details are held by us and they are only held by our secure payment processor Stripe.

9.4. As a subscriber with an active subscription, you will have the option to buy a top up if you run out of views in a month. This top up is an additional £5.99 for 15 views.

9.5. There is no limit to additional top up.

9.6. Views can only be used on standard burial and cremation records, other grave occupants and original burial or cremation scan images. Maps, and photographs associated with any records are not included in the view number, and a separate Pay-Per-View Voucher will have to be purchased to view any of these records.

9.7. Once your annual subscription expires, you will be charged a further £99 for another annual subscription. You may cancel your subscription before your current subscription expires so you are not charged for a further annual subscription.

9.8. Upon termination of your annual subscription, unused views you still have on your subscription will still be available until the end of your subscription period.

9.9. Upon termination of your annual subscription, you will remain a 'registered user' of the website, and your access to advanced search will remain.

9.10. Records which have been paid for will still be available to you, the registered user, for viewing for 12 months in all cases, whether an active subscription, or a cancelled subscription. After these 12 months, the records will no longer be available for viewing.

9.11. If you wish to cancel your rolling annual subscription, you can give notice via the 'My Account' section of the Website. If you cancel part way through your

subscription, your account will remain active until the end of your subscription period. There are no refunds on subscriptions.

10. Security

10.1. You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on the Website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding the Website that comes to your attention.

11. Applicability of online materials and indemnity

11.1. The Website is controlled and operated by us from our offices in England. Where content published on the Website is supplied to us by third parties, such as Materials, you acknowledge and agree that we do not control or endorse such content in any way. All content which is offered by third parties, including Contributors, that are not affiliated with or otherwise connected with us is published in good faith, but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published online or offline).

11.2. We have used our reasonable endeavours to ensure that the Website complies with UK laws. However, we make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit the Website from locations outside of the UK do so at their own risk and are responsible for compliance with all applicable laws in the applicable jurisdiction. If you use of the Website and/or viewing of it, or use of any Materials or content on the Website or services, or products offered through the Website are contrary to or infringe any applicable law in your non-UK jurisdiction(s), then you are not authorised to view or use the Website, and you must exit immediately.

11.3. The Company makes no representations and gives no warranties, express or implied that making the Materials available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or Regulations. Accordingly, if making the Materials or any part available in your jurisdiction to you (by reason of nationality, residence or otherwise) is prohibited, those Materials are not offered to you for viewing and/or download. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to view and/or download the Materials. The Company accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted viewing and/or download of the Materials by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

11.4. You agree to fully indemnify, defend and hold the Company and its officers, directors, employees, agents and suppliers harmless, from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable legal fees) arising

out of any breach of these terms and conditions by you, any act or omission by you and any other liabilities arising out of your use of the Website or the use by any other person accessing the Website using your username, password and/or your Personal Information.

12. Copyright and use of the Website

12.1. The contents of our website including the Materials are protected by international copyright laws and other intellectual property rights. The owner of these rights is the Company, its affiliates or other third-party licensors as the case may be. All product and company names and logos mentioned in our website are the trademarks, service marks or trading names of their respective owners, including us.

12.2. You may view and/or download Materials from our website with Pay-Per-View Vouchers or a monthly/annual subscription purchased from the Website only (a) for your own personal use, to research your own family history, or (b) as a self-employed professional genealogist researching the family history of your clients, or (c) if you work for a company or an organisation that carries out research using any of the Materials. If you are a library, a not-for-profit research centre or a family history society, please contact us at info@deceasedonline.com to find out about available subscription options.

12.3. With the exception of certain maps the use of which is restricted by third party licensors, you may incorporate Materials (including maps with no usage restrictions) printed directly from, or downloaded from, the Website in accordance with these terms and conditions into documents or other files, whether in printed or electronic or other format (including without limitation files created using family history/genealogy software) and may share such documents and files. You are not permitted to distribute paid-for Materials from the Website, via social media or by any other method, to others who are pursuing their own separate family history enquiries.

12.4. Restrictions on use apply to maps which are derived from Ordnance Survey maps and for which we pay Ordnance Survey royalties to publish on the Website (**OS Licensed Maps**). Where such restrictions apply, we will display an appropriate warning before you access the map(s) and you will have to agree to the following restrictions before you can access them:

12.4.1. You are permitted to keep indefinitely OS Licensed Maps obtained from the Website in paper and electronic form and make copies of them providing they are for your personal non-commercial use only.

12.4.2. If you are selling-on OS Licensed Maps obtained from the Website, in paper or electronic form, including as parts of larger works or collections, then if you wish to retain copies of such maps after you have sold them you must first obtain a Paper Map Copy Licence from Ordnance Survey (obtainable here: www.ordnancesurvey.co.uk/oswebsite/business/copyright/purpose/internaluse.html) and agree to abide by its terms and conditions. You must not remove any

copyright notices from maps before selling them on. You shall indemnify us from and against any and all liability suffered or incurred by us in consequence of any breach by you of any such licence.

12.5. If you modify any Materials downloaded from the Website, you must not expressly or impliedly indicate that such Materials were obtained from the Website in that form.

12.6. You agree that you shall not, and shall not assist or facilitate any third party to, extract and/or re-utilise parts of the contents of the Website, and in particular you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any parts of the Website. You may not create and/or publish your own database that features any substantial part of the content of the Website.

12.7. You may not re-publish any part of the Materials in any form other than as a specific item in a unique family history or genealogy.

12.8. Violation of any limitations of use described in this condition 12 may result in immediate cancellation of your account and may result in legal action against you.

13. Linked sites

13.1. The Company make no representations whatsoever about any other websites which you may access through the Website, or which may link to the Website. When you access any other website, you accept that it is independent from the Company and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that the Company endorses or accepts any responsibility for the content, or the use of, such a website and the Company shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

14. Availability of our website

14.1. We will use our reasonable endeavours to make the Website available but give no warranty that the Website will operate continuously or without interruptions or be error free and we accept no liability for its unavailability.

14.2. You must not attempt to interfere with the proper working of the Website, and you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

14.3. If the Website is unavailable for a continuous period of 24 hours or more, we will extend the duration of any current Pay-Per-View Vouchers or applicable monthly/annual subscription by the period during which the Website remains continuously unavailable.

14.4. You acknowledge and agree that the number of records and digital images making up the Materials will vary from time to time and may decrease as well as increase. Before registering on the Website or purchasing Pay-Per-View Vouchers you can find out the size of the Materials and which burial authorities and crematoria they are from on the 'Participating Cemeteries and Crematoria' page of our website.

15. Limitation of Liability

15.1. Whether you are a consumer or business user, 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 and for fraud or fraudulent misrepresentation.

15.2. If you are a business user:

15.2.1. We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it.

15.2.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

15.2.2.1. use of, or inability to use, the Website; or

15.2.2.2. use of or reliance on any content displayed on or downloaded from the Website.

15.2.3. In particular, we will not be liable for:

15.2.3.1. loss of profits, sales, business, or revenue;

15.2.3.2. business interruption;

15.2.3.3. loss of anticipated savings;

15.2.3.4. loss of business opportunity, goodwill or reputation; or

15.2.3.5. any indirect or consequential loss or damage.

15.2.4. Our maximum liability to you under or in connection with these terms and conditions and/or your use of the Website shall be limited to the amount paid by you to us in the 12-month period immediately prior to the month in which such liability arose.

15.3. If you are a consumer user, we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. General

16.1. We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this condition 16.1 shall be ineffective. These terms and

conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

16.2. We may alter these terms and conditions from time to time and post the new version on the Website, following which all use of the Website will be governed by that version. You must check the terms and conditions on the Website regularly. We will endeavour to notify you by email of changes to these terms and conditions, and within 7 days of having received any such notice, you may terminate your registration with the Website and claim a refund of any then current Pay-Per-View Vouchers that you may have or amounts paid in advance under any monthly/annual subscription. We will not be liable for any failure to expressly notify you by email of any change to these terms and conditions.

16.3. These terms and conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and the Company. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by the Company or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in these terms and conditions, privacy policy, order form and payment method instructions.

16.4. If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

16.5. These terms and conditions and your use of the Website are governed by English law, and you and us submit to the exclusive jurisdiction of the English courts.

16.6. Except in respect of a payment obligation, neither you nor the Company will be held liable for any failure to perform any obligation to the other due to causes beyond your or the Company's respective reasonable control.

16.7. Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

16.8. These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. Notices

17.1. A notice shall only be valid if given:

17.1.1. to us via email at info@deceasedonline.com or by post at The Elms, Isham Road, Pytchley, Northamptonshire, NN14 1EW, UK; or

17.1.2. to you at either the email address or postal address you provide during registration on our website or subsequently provided to us by amending your Personal Information.

17.2. Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting if posted in the same country as that in which the recipient is located, or seven (7) days after the date of posting if posted in a different country from that in which the recipient is located.

18. Replacement

18.1. These terms and conditions replace all other terms and conditions previously applicable to the use of our website and/or viewing and downloading of the Materials.