

TERMS OF SERVICE

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INTRODUCTION

This website is operated by FERates Network, www.ferates.com, a part of Avistar Business Solutions Limited company, registered in the UK, 311 Shoreham Street, Sheffield, S. Yorkshire, United Kingdom S2 4FA. On this website, the terms “we”, “us”, “this/the/our website”, and “our/s” refer to FERates Network. This website is offered, including all documents, advertisement, information, lists, charts, and services available to the user, on the terms of your acceptance of all conditions and policies contained herein.

By visiting this website, making a contribution, posting an advertisement, and/or purchasing something, you engage in our “Service” and agree to accept the following terms and conditions (“Terms of Service”, “Terms”), including any other terms, conditions, and policies mentioned herein and/or referenced by a hyperlink. These Terms are compulsory for all users of the site, including but not limited to any users who are visitors/readers, customers, merchants, writers/contributors of content, and third-party vendors.

You shall read these Terms of Service carefully before accessing or using our website. If you continue using

any part of the website, you agree to accept these Terms. Shall you disagree to any or all the Terms and conditions of this agreement, then you may not access the website or use any services and shall leave it immediately.

Any information added to the website shall be regarded as subject to the Terms of Service. You can review the most current version of the Terms on this page. We may update, remove, add, or replace any part of these Terms. You shall check this page periodically for changes. If you continue using this website, it shall be regarded as acceptance of any changes.

We use a number of payment solutions, such as PayPal checkout, PayPal invoicing, SWIFT bank payment to our account, and credit card checkout through our current online checkout service, for more details you may want to visit our checkout page.

The headings used in these Terms are included for reference only and shall not limit in any way these Terms.

1 – TERMS OF ONLINE CHECKOUT

By agreeing to these Terms, you confirm that you are a person of majority age in your country or place of residence, or being of majority age as described above, you agree that any of your minor dependents may use this site.

You may use our products for legal or authorized purpose only, and you shall not violate any regulations of your residence (such as breaking copyright laws, sending or transmitting any viruses or malware codes of any destructive nature, etc.). Shall you do so, this will result in an immediate termination of your right to further use our Services.

2 - GENERAL CONDITIONS, PERSONAL INFORMATION, AND DATA USAGE

We reserve the right to refuse providing our Service to anyone for any reason at any time. Any user shall request our explicit agreement and **permission to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service**, use of the Service, or access to the Service or any contact on the website through which the service is provided.

Credit card information is encrypted during transfer via web by the checkout service providers. Such third-party providers shall be liable for any data loss during your payment processing. Please carefully review and understand their terms of service and data protection policies before you proceed to checkout on our website.

Our Privacy Policy is intended to help our users to understand how we collect, store, protect, and use any personal data that you provide to us, and what options every user has with regards to any personal data they provide to us. By continuing to use this website you understand that your data/content (excluding credit card information), may be shared/transferred unencrypted by transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.

No personal data will be disclosed, sold, or in any other way made public without prior explicit agreement of a user, and any personal data a user provides will be used for the purposes it is submitted: provision of information to a user, making a contact or provision of a feedback, provision of services to users, for operational services of the website, including security. No marketing communications will be done unless a user explicitly agrees to receive such information.

We will make all reasonable efforts to securely store any data you provide to us in accordance with such field practices and regulations as **ISO27001, Data Protection Impact Assessments under GDPR, and UK Data Protection Act of 1998.**

All users have their [Individual rights](#) with respect to collection, storage, and treatment of their personal data. Please follow the links for more details:

- [Right to be informed](#)
- [Right of access](#)
- [Right to rectification](#)
- [Right to erasure](#)
- [Right to restrict processing](#)
- [Right to data portability](#)
- [Right to object](#)
- [Rights related to automated decision-making including profiling](#)

Shall our website and/or database be compromised as a result of a hacker attack, unlawful actions of any third party, or due any other technical failure, we shall undertake all reasonable efforts to restore its functionality and personal data protection as soon as feasible. However, we shall not be liable or responsible for any personal data loss and/or spread that took place without our deliberate bad-faith actions.

This website, and any services available from this website, do not knowingly collect or process any **sensitive personal data**. This website, and any services available from this website, are not directed to **children** under the age of 18. If you learn that a child under the age of 18 has provided us with their personal information without having parental consent, please contact us (see Section 17) immediately so that we can take an action.

3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting official, primary, regulatory, or more accurate, more complete or more timely sources of information. You confirm that any reliance on the material on this site shall be solely at your own risk.

This site may contain certain archive/obsolete information. Historical information, due to its nature, is not current. We reserve the right to modify the contents of this site at any time, but we refuse from any obligation to update any information on our site in a timely manner. You agree that it is your responsibility to monitor any changes on this website, either made or lacking.

4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time. Any active and paid Subscriptions shall continue until the foreseen expiration date in future defined by the subscription plan you had paid for in the past.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service. However, we shall make all reasonable efforts to restore our services in case

of website downtime to continue providing our Service to you in case any of Subscription plan purchased by you is still active at that moment.

5 – SUBSCRIPTIONS, LISTS, PRODUCTS, OR SERVICES

Our services are available exclusively online through the website. You shall be responsible for all data that you provide to us upon checkout that we make public on our website. In all other cases, any data made public on our website is collected from the open and public sources, and all reasonable efforts are made to comply with relevant copyright regulations, either local or of a web source. However, if you are unhappy with scope or quality of any data related to you or your company, please contact us at contact@ichgcp.net, and we will remove any information published on our website that is not subject of a paid subscription, unless you are a holder of such subscription.

All descriptions of products/services or pricing are subject to change without notice, at our sole discretion. We reserve the right to discontinue any service at any time unless you have the prepaid period of any service still available to you. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

You agree that we provide access to any information "as is" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of the information contained on our website.

Any use by you of the information contained on the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the Terms of Service.

6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We reserve the right to cancel your subscription and return the amount paid by you without providing any grounds or explanations.

7 - EXTERNAL LINKS

Our website may include materials from third parties, including links to external websites that may direct you to third-party websites, not affiliated with us. We are not responsible for reviewing or evaluating the content or accuracy, neither we warrant nor will have any liability for any third-party materials, products, or services.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources,

content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. You shall refer any claims, feedback, queries, or complaints regarding any external products to that corresponding third-party.

8 – USER FEEDBACK AND COMMUNICATIONS

If we receive any information, proposal, or an idea from a user, such user shall agree that we may, at any time, without prior notice, approval, or restriction from such user, modify, edit, copy, publish, distribute, translate and otherwise use such content in any our publication online or in our press-releases. We shall have no obligation to maintain confidence of a contributor; to pay compensation for any such contribution; or either to respond or to provide any comments. If you do not agree that we may use the information you provide to us as described above, you shall send to us an explicit disagreement via e-mail contact@ichgcp.net with a return receipt.

We may, but shall not be obliged to, moderate, change or delete any content that we determine in our sole discretion as being unlawful, defamatory, offensive, pornographic, threatening, libellous, obscene, or otherwise objectionable, containing any virus or malware, or violating any party's intellectual property or these Terms of Service. Any user shall not post any information that can be characterized as such described in this section above.

Any user continuing to visit and use any section of this website shall acknowledge and agree to add only such content or comments that will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right.

It is prohibited to use a false identity, including a false e-mail address and/or personal details, to pretend to be someone other than yourself, or otherwise mislead others as to the origin of any comments on this website. Any user shall be solely responsible for any comments they make. We take no responsibility and assume no liability for any comments posted by any third-party.

9 –OMISSIONS AND ERRORS

From time to time there may be typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, etc. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice.

We shall not be obliged to change, correct, update, amend, or clarify information in this Terms of Service or on in any section on the website, including without limitation, pricing, except as required by law. No specified update or version date applied in the Service Terms or in any section of the website, should be viewed as a modification or update date of the whole website or any of its sections.

10 - PROHIBITED USES

In addition to other prohibitions as defined in this Terms of Service, any user is not entitled to using this website as further described: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our or third-party intellectual property rights; (e) to harass,

abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any section of this or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

11 - COOKIE POLICY

For more information or a complete list of third-party providers, we use, with whom data can be shared, please contact us via e-mail contact@ichgcp.net. All providers listed have shared certain information that is required by the GDPR, explaining their data usage.

WHAT IS A COOKIE?

A cookie is a small file that can be placed on your device that allows us to recognise and remember you. It is sent to your browser and stored on your computer's hard drive or tablet or mobile device. When you visit our sites, we may collect information from you automatically through cookies or similar technology.

HOW DO WE USE COOKIES?

Advertising – cookies that are used to collect information about your visit to our site, the content you have viewed, the links you have followed and information about your browser, device and your IP address.

Cookies are a key part of how we deliver advertising on our sites. Among other uses, they allow us to show more relevant advertising to people who visit ferates.com by showing you adverts that are based on your browsing patterns and the way you have interacted with our site. We can then show you adverts which we believe may interest you.

The advertising techniques we use do not collect information such as your name, email address, postal address, or phone number. We sometimes use information such as your IP address and browser type and sometimes share some limited aspects of this with third parties for advertising purposes.

We may also share online data collected through cookies and similar technology with our advertising partners. This means that when you are on another website, you may be shown advertising based on your browsing patterns on other sites that we have obtained from our advertising partners.

Online retargeting is another form of online advertising that allows us and some of our advertising partners to show you advertising based on your browsing patterns and interactions with other sites. The use of cookies may mean that when you are on another site, you may be shown advertising based on what you have looked at on ferates.com.

For example, if you have visited the website of an online clothes shop, you may start seeing adverts from that same shopping site displaying special offers or showing you the products, you were browsing. This allows companies to advertise to you if you leave their website without making a purchase.

A user can control and/or delete cookies as you wish, for example, a user may delete all cookies that are already in their computer and may set most browsers to prevent cookies from being placed. If a user does this, however, they may have to manually adjust some preferences every time they visit a particular site and some services and functionalities may not work. Please visit a browser FAQ or support section if you need an advice on cookies removal.

12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ferates.com and its affiliates, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, or service providers be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using this website and its service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

In some states or jurisdictions that do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

You agree to indemnify, defend and hold harmless ferates.com and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of this website, or breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

13 – SEVERABILITY; TERMINATION OF AGREEMENT AND TERMS OF SERVICE

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either party. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If at our sole discretion you are breaking, or we suspect that you have broken, any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof, including the personal login area and any other section of this website).

14 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between any user and us and govern user's use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

15 - GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of United Kingdom.

16 - CHANGES TO TERMS OF SERVICE

Any user can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is user's responsibility to check this website periodically for changes. Your continued use of or access to this website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

17 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at contact@ichgcp.net.