

## 1. Exclusion Of Warranties And Limitation Of Liability

**10.1** Whilst PaymentsCompliance has used reasonable commercial endeavours to ensure that all information contained on the Website is accurate, up-to-date and complies with English law, the Website and/or Materials are provided on an “as-is” basis and accordingly PaymentsCompliance makes no warranties or representations that such Website or Materials are appropriate for whatever use you may wish to make of them.

**10.2** Further, where you access the Website and/or Materials from outside the UK, PaymentsCompliance makes no warranty express or implied that the Website and/or Materials are permitted under any applicable laws or regulations that apply to such jurisdiction. You are therefore advised to satisfy yourself that you are lawfully able to subscribe to and use the Website and Materials in the jurisdiction in which such use is taking place, and PaymentsCompliance accepts no liability for your failure to do so.

**10.3** Nothing in these Terms excludes or limits PaymentsCompliance’s liability for (a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation.

**10.4** Subject to the provisions of this clause 10, PaymentsCompliance shall not be liable for losses that result from its failure to comply with these Terms, that fall within the following categories: (a) direct, indirect, special or consequential losses; (b) expectations of a specific nature or anticipated outcome; (c) loss of profits, income or revenue; (d) loss of anticipated savings; (e) loss of business; (f) loss of opportunity; (g) loss of goodwill and/or reputation; (h) loss of data; (i) loss of contract; (j) loss of use; or (k) loss of management time, and whether caused by tort (including negligence), breach of contract or otherwise even if foreseeable arising out of or in conjunction with your use and/or reliance of the Services, the Website and/or the contents therein.

**10.5** PaymentsCompliance does not represent that the Website and/or Materials are free from infection, viruses or other code that has contaminating or other destructive properties. Accordingly, you are responsible for implementing sufficient procedures and virus blocking protocols to protect your computer system from damage.

**10.6** PaymentsCompliance makes no representations that the Website will be available to all computer systems, and accordingly you are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Website.

**10.7** You acknowledge and agree that PaymentsCompliance relies on third-party providers to make the Website and Materials available to you. Consequently, PaymentsCompliance does not warrant that the Services and the Website shall be uninterrupted or fault-free at all times.

**10.8** PaymentsCompliance may provide or promote links to third-party web sites or services on the Website or in the Materials. You agree that PaymentsCompliance is not responsible for and does not control such websites or services, and makes no warranty or representations of any kind regarding such websites or services.

**10.9** All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral, are hereby expressly excluded to the fullest extent permissible by law.

**10.10** Unless otherwise expressly set out to the contrary in these Terms, PaymentsCompliance’s liability to you in connection with your use of the Website, Materials and/or Services shall be strictly limited to the Price paid by you for the particular Services.

