

# BPOVIA Ltd. – Terms of Service

## 1 SERVICES

Virtual assistant services are provided to the best of our ability and based on the consultant's personal experience, information, facts and issues you provide. Any opinion, statement, recommendation or anything whatsoever shall not form a guarantee.

## 2 DEFINITIONS

"Services" means anything we do on your behalf in accordance with this agreement.

"Consumer" means anyone purchasing not in the course of a business. This agreement is not intended to affect a client's statutory rights.

## 3 SUPPLY OF SERVICES

(1) Whilst we will use our reasonable endeavours to supply the services, we shall not be responsible for any failure to provide services or any unavailability. In addition we make no warranty against electronic virus, worms or any other any other defect or problems which may occur. We will not be responsible for any loss or damage whatsoever caused resulting from a failure to provide or where a virus or defect occurs.

(2) During the provision of the virtual assistant services we may make recommendations for other suppliers and this doesn't form any endorsement or guarantee as to supply of either services or products. .

## 4 ABIDE BY TERMS

By making use of our organisation and its services you will be deemed to be aged 18 or over and that you have read and understood this agreement and agree to be bound by its terms and conditions. Where you are entering into an agreement on behalf of an organisation you confirm that you have the legal right to do so.

## 5 PRICES AND PAYMENT

(1) Payment for all services must be made in full, by wire transfer or Paypal within 5 days of the date of any invoice supplied.

(2) If you do not pay or there are any problems with your chosen method of payment then once you have ordered services you are still responsible for payment. If we do not receive payment then we will charge you 15% compound interest per annum until we receive full cleared payment.

(3) Where payment is a part of staged payments, then late or non-payment will automatically mean that all work will stop until such time that full payment (including any accrued or extra payment) is made. No refunds will be made.

(4) Where payment is to be made on a monthly basis for support you are charged 1 month in advance. So, for example, on the 31<sup>st</sup> March you will pay for the time agreed in April. Where you take more time than what is agreed, these overflow hours, will be charged and must be paid for at the end of that month. Where you take less time than what is agreed, these overflow hours, will accrue and can be taken as and when needed within the following month only. The overflow hours can only be taken for that following month and can not be carried over again. There will be no monetary rebate or discount for unused hours.

(5) Where payment is made via a third party, Paypal, you are also confirming your agreement to adhere to that user agreement. We suggest that you visit [www.Paypal.com](http://www.Paypal.com) for details of that agreement that you will enter into with them.

## 6 PAYMENT & PASSING OF RIGHTS

The property in the services (including intellectual property of information, documents and data which we have agreed that you will own at the proper termination of the contract), will not pass to you until we have received full payment for all the services supplied by us. This means that we will have a lien over the data and installation. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights to the information, documents and data.

## 7 RESPONSIBILITY AND MISUSE

(1) You agree that you will solely be responsible for your use of any services provided to you and that you will use the service legally and only for the purposes that it is intended to be used for.

(2) Furthermore you agree that you will not misuse the services supplied and that you will abide by any laws applicable to this agreement or the operation of it.

(3) You specifically agree that we have no liability and furthermore you will indemnify us for any loss resulting in any breach of this clause.

## 8 TIME ESTIMATE

We will use all our reasonable endeavours to complete any supply or services within any time estimate that we give. However, we will not be liable for any loss of damage suffered because of any unavoidable or reasonable delay in completion, including third party involvement and

your failure to deliver items such as documents or information. We will keep you informed about any delay.

## 9 CONFIDENTIALITY

Both of us agree that aspects of this contract are confidential, including information obtained about each other, the organisations etc.

From time to time we use information about our existing clients as part of marketing campaigns. Your information will not be used in this way without your express agreement.

## 10 INVALIDITY

Each clause or any part at all of this agreement is to be regarded as independent of the others. This means that should any clause or any part at all of this agreement be found to be unenforceable or invalid it will not affect the enforceability or validity of the rest of this agreement.

## 11 TERM, BREACH AND CANCELLATION

(1) This agreement is for an initial period as stated on Page 1 of the agreement with you.

(2) The agreement will automatically be renewed at the end of this period unless you contact us, in writing, at least 1 calendar month prior.

## 12 JURISDICTION

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the United States C