**Amend to clause 4.3**

* Alto needs to be changed to £7,500 and not the £3,500 as stated.

**New clause to add as 4 (before Fees) – then everything else afterwards will knock on 1**

4 Client Obligations

4.1 The Client agrees to provide us with true, accurate, current, and complete information. You will accept the right of the Service Provider to remove any content (including, but not restricted to text, files, downloads, images, pricing) without notice or warning that is deemed inaccurate, incomplete, misleading (accidental or on purpose). The Client will accept these terms of business. As regards to the on-boarding, the Client will promptly update the data to keep it accurate, current, and complete. If the Service Provider issues the Client with personal credentials (password), the client may not reveal it to anyone else. It is personal and non-transferable. The Client may not use anyone else's credentials (password). The Client is responsible for maintaining the confidentiality of the Clients accounts and passwords. The Client agrees to immediately notify us of any unauthorised use of the Clients passwords or accounts or any other breach or risk of breach of security. The Client also agrees to exit from your account at the end of each session. The Service Provider will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

4.2 The Client will use the Service Providers website in accordance with these Terms of Business and applicable law. Without limiting the foregoing, The Client agrees that the Client will not use the Service Providers Website to take any of the following actions:

* Submit unlawful content according to the national, community or international law or content contrary to good faith; that violates other individuals’ fundamental or other rights (including intellectual and/or industrial property rights without authorisation),
* Submit any content that may prejudice the image, honour and reputation of the Websites, or generally any content whatsoever that we deem inappropriate.
* Abuse, harass, threaten, or otherwise violate the legal right of others.
* Publish, post, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful content.
* Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters.
* Interfere with or disrupt our Websites, servers, or networks.
* Impersonate any person or entity, including, but not limited to, a Service Providers representative, or falsely state or otherwise misrepresent your affiliation with a person or entity.
* Engage in any illegal activities.

4.3 The Client will be held liable to Service Providers and/or third parties for any breach or violation of the said obligations and/or for any damage, ruin, overload, submission and dissemination of viruses, and interference with the proper use of materials and information included within the Service Providers Website, the information systems, documents, files and any kind of contents stored in any computer (hacking) owned by the Service Provider or any of its clients.

4.5 Unauthorised access to the Service Providers website(s) is a breach of these Terms of Business and a violation of the law. The Client agrees not to access the Service Providers website(s) by any means other than through the interface that is provided by the Service Provider. The Client agrees not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Service Providers website.

4.6 Use of the Service Provider website(s) is subject to existing applicable English laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to the Clients use of the Service Providers website(s).

4.7 The technology and the software underlying the Service Providers website(s) and the Services are the property of the Service Provider and the Service Providers partners. The Client agrees not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the contents (texts, designs, graphics, information, database, pictures, logos, etc.), technology or software underlying the Service Providers website(s) or the Services.

**Per previous, clause 4 now becomes 5…**

**with new sub clause 5.5 & 5.6 & 5.7 & 5.8 & 5.9 (Fees)**

5.5 The Service Provider does not offer refunds for Marketing & Sponsorship packages cancelled after Client approval of contracts and commencement.

5.6 In addition to fees relating to Marketing & Sponsorships packages, the Client agrees to remunerate the Service Provider in accordance with the Clients Reseller Agreement or as set out in the Service Providers Agreement.

5.7 Should the Client convert a lead into a sale and the Service Provider is not remunerated, as stated in the Clients Reseller Agreement or the Service Providers Agreement, then the Service Provider reserves the right to inform the primary Lead contact of the Clients citing the Service Provider’s failure to pay and possible financial instability. The Client will be removed from the Service Provider website(s).

5.8 The Service Provider will provide the Client with leads and data to use in their own sales and marketing purpose. Where the Client selects a free marketing package the Service Provider must be remunerated with an agreed fee for all trial requests – whether they are converted to sales or not.

5.9 The Service Provider will be remunerated for leads, trial requests, purchases and recurring subscription revenue agreed in Clients Reseller Agreement or as set out in the Service Providers Agreement, Clients reporting system or the Clients affiliate/partner programme. However if the client has no formalised reporting system or partner programme in place, then the Service Provider will work with the client to deliver this manually to mutually agreed guidelines.

**New sub clause 8.3 (Variation and Amendments)**

8.3 The Service Provider may modify without previous notice the design, layout and/or configuration of these Websites, and may revise these Terms. Any modification will be enforceable from the date of publication and any subsequent use of the Websites will be subjected to the new Terms, hence we recommend you to read them carefully.

**New sub-clause 9.4 (Termination)**

9.4 The Service Provider has the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

* Restrict, suspend, or terminate your access to all or any part of our Services.
* Change, suspend, or discontinue all or any part of our Services.
* Refuse, move, or remove any content that you submit to our Websites for any reason.
* Deactivate or delete your accounts and all related information and files in the clients account.
* Establish general practices and limits concerning use of our Websites.

The Client agrees that the Service Provider will not be liable to the Client or any third party for taking any of these actions**.**

**New clause section to add as 14 (or 15, if you add the previous one in).   
(Goes before Law & Jurisdiction)**

**15. Website availability**

15.1 The Client acknowledges that 100% availability of the Service Providers website(s) is not technically feasible. However, the Service Provider will make its best efforts to keep the Websites available in the most constant possible way. Due to special maintenance, security or capacity issues, and also to some events over which the Service Provider may not influence (e.g., anomalies in public communication networks, electricity cut offs, etc.), Services provided by the Service Provider may be temporarily suspended or affected by brief anomalies.

15.2 The Service Provider disclaim any responsibility for, and if you subscribe to one of the Service Providers marketing packages, you will not be entitled to a refund as a result of, any service outages that are caused by our maintenance on the servers or the technology that underlies the Service Providers websites, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond the Service Providers reasonable control.