

# InPost UK Ltd Terms & Conditions of Trading

## 1. DEFINITIONS

Inpost UK Limited ("Inpost UK" or "we/us") is a company registered in England number 08090698 and whose registered office is at 655 Milton Keynes Business Centre, Foxhunter Drive Linford Wood Milton Keynes, MK14 6GD.

InPost Finance S.a.r.l. ("InPost Lux") is a company registered in Luxembourg number B172961 and whose registered office is at 51 rue de Cantons, Ehlange L-3961 Luxembourg

An "Inpost UK Device" is any of our self service automatic parcel terminals ("terminal") used by you to send, temporarily store, and/or receive Parcels and obtain other services as they arise from time to time. The main intended use is a commercial subscriber service for the convenient delivery and receipt of consumer goods and merchandise typically purchased online over the World Wide Web or internet from reputable retail outlets.

"The Service" is the Parcel Delivery Service operated by us and by InPost Lux. By using the Service, you agree that the Service is provided to you jointly by us and by InPost Lux where the operations of InPost Lux are executed outside the UK.

We have been authorized by InPost Lux to act in the name of and on behalf of InPost Lux in liaising with you, insofar as the activities of InPost Lux constituting the Service are concerned.

"www.inpost.co.uk" is the online internet website used by you to register and to subscribe as a paying customer to the Inpost UK service and to facilitate use of any Inpost UK Device.

"IID" Inpost UK Identifier is your unique identifying number allocated by us to identify you as an individual customer of Inpost UK. Your IID is the primary identification by which we determine the service preferences you have registered with us on our website.

In these Terms and Conditions "we", "our" and "us" refer to Inpost UK our subsidiaries, employees, agents and independent subcontractors.

"You" and "your" refer to any individual or corporate body or company, its employees, or agents, who use the service of Inpost UK,

"Parcel" means any container, packet, carton, bag, box, envelope or any form of package containing goods or merchandise that is accepted by us for delivery or temporary storage including any such items tendered by you utilising our Inpost UK Device or other automated or electronic systems. A Parcel may be tendered to us on your behalf by any third party including a courier, carrier or postal operator.

## 2. AGREEMENT TO TERMS AND CONDITIONS

By using the Service you agree to be bound by these terms for you, yourself and as agent for and behalf of any other person having an interest in any Parcel

tendered to us for delivery, temporary storage or receipt.

You agree that no one is authorised to alter or modify these Terms and Conditions except signed by one of our directors. These Terms and Conditions shall be binding on you and us, when a Parcel is accepted by us from you or from any third party on your behalf.

## 3. YOUR OBLIGATIONS

3.1 You warrant that articles contained in any Parcel tendered to us by you or on your behalf by any third party are acceptable for transport, delivery, temporary storage and receipt by us and that the Parcel is properly marked with a valid ID and addressed. You warrant that any Parcel tendered to us is adequately packed to ensure safe delivery and transportation with ordinary care and handling.

3.2 Parcels must be packed properly and safely, in a manner preventing their opening with interference in the packaging, as well as preventing the loss of their content, or destruction of other deliveries during transport.

## 4. LIABILITY AND LIMITATION

4.1 We will perform our duties with a reasonable degree of care, diligence, skill and judgement. We shall be relieved of liability for any loss or damage if and to the extent that such loss or damage caused by:

a) Strike, lock-out, stoppage or restraint of labour the consequences of which we are unable to avoid by the exercise of reasonable diligence

b) Any cause or event which we are unable to avoid and the consequences whereof we are unable to prevent by the exercise of reasonable diligence.

4.2 We accept no responsibility for departure or arrival dates or times of any Parcel and the goods contained therein. We like to deliver Parcels to one of our terminals within Great Britain within 2 working days of despatch but make no such guarantee. Parcels to be delivered door to door may take longer.

4.3 Our liability howsoever arising and notwithstanding that the cause of any theft, loss or damage be explained or unexplained shall not exceed the replacement value of any goods stolen, lost or damaged or £25 GBP (twenty five pounds) whichever shall be the lower. We shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

4.4 By special arrangement agreed in writing and in advance of accepting a Parcel from you we may from time to time accept liability in excess of the of the limit set out above upon you agreeing to pay additional charges for us accepting such increased liability. Details of additional services are available upon request.

4.5 We are not a common carrier.

4.6 Any claim by you or any Addressee against us arising in respect of our Service shall be made in writing and notified to us within 14 (fourteen) days of the date upon which you became (or should have become) aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as above shall be deemed to be waived and absolutely barred except where you can show that it was impossible for you to comply with this time limit. Notwithstanding the aforementioned time limit, we shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided unless a claim is brought within 6 (six) months from the date of the event or occurrence alleged to give rise to a cause of claim against us.

4.7 We are entitled to perform any of our obligations by ourselves or by any subcontractor. In the absence of agreement to the contrary, any contract to which these Conditions apply is made by us on our own behalf and on behalf of any such subcontractor who shall in addition be entitled to the benefit of these Conditions.

#### 4.8. WARSAW CONVENTION

If we act as principal in respect of the carriage of Parcels by air, the following notice is hereby given:

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to Cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in the carriers' timetable as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

#### 5. NO WARRANTIES OR GUARANTEES

We make no warranties or guarantees of any kind expressed or implied, save as required by English law.

#### 6. RIGHT TO INSPECT

Your Parcel(s) may, at our option or at the request of government or of any regulatory authority, be opened and contents inspected by us or by such authorities at any time, even before accepting it for despatch. We are under no obligation to make good or compensate you in respect of any damage or delay thereby caused to a Parcel or its contents.

#### 7. PHOTOGRAPHIC AND DATA RECORDS ABOUT YOUR PARCELS

7.1 Subject to Data Protection legislation and our Privacy Policy we may obtain and retain on record photographs of any Parcels tendered (whether or not accepted) as evidence of the condition of Parcels when they are tendered or while they remain in our care.

7.2 We may obtain photographs of the person(s) receiving and sending Parcels at any terminal. The photographs may be used as evidence (in the event of a claim or dispute) that a Parcel was received (or sent) and / or to determine the condition of a Parcel when it was received (or sent).

7.3 We ensure that any personal data revealed to us about you and/or the Addressee will be preceded solely for the purpose of performing the Service with due diligence in compliance with the UK's Data Protection Act 1998 and supplementary regulations and in compliance with any relevant European Union Regulations. This information will be stored on our server in Poland and you consent to this.

#### 8. RESPONSIBILITY FOR PAYMENT

8.1 Even if you give us different payment instructions, you will always be primarily responsible for all charges, including transportation charges, possible surcharges, penalties or fines, taxes related to any Parcel tendered to us by you or on your behalf. You will be responsible for any costs we incur in returning a Parcel to you or making alternative arrangements for delivery or disposal of any Parcel tendered to us by you or on your behalf.

8.2 Subject to prior express instructions given by you in writing (and accepted by us in writing) we reserve absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of Parcels.

Pending forwarding or delivery, Parcels may be warehoused or otherwise held at any of our Sites at our sole discretion and the cost thereof shall be for your account.

8.3 We shall not be obliged to make any declaration for the purpose of any Statute or Convention or contract as to the nature or value of any Parcel or as to any special interest in delivery unless it shall have been previously and expressly instructed by you in writing and we have agreed in writing to do so.

8.4 Except insofar as may be required to comply with your instructions as regards documentation or, except under special arrangements previously made in writing, we shall not be obliged to arrange for the Parcel to be carried, stored or handled separately from other parcels.

8.5 Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision prior to acceptance. Further, unless otherwise agreed in writing, we are at liberty after acceptance to revise quotation or charges in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any other charges applicable to your Parcel.

8.6 The costs of the Service may be payable prior to its performance or in arrears, the latter, however, is offered solely to specific senders on the basis of a separate supplemental agreement.

8.7 Payment prior to the performance of the Service is available for all customers. For payment prior to the Service performance, the payment will be collected from your account in our Parcel Manager at the moment of issuing a label. Your account is

charged up solely through the system of electronic payments (via transfer or a pay card). The sum of charge-up may be only

*(1) Parcels or items that do not conform to Inpost UK size, dimension and weight limits. The maximum is*

devoted to serve the purposes of the Service and is not subject to return, and if not utilised for two years – it is lost. If requested by you, we will issue a VAT invoice for the sum of a charge-up. You are entitled to choose the option of receiving VAT invoices.

8.8 All invoices raised by us for payment in arrears are subject to settlement within 14 days of the invoice date and time shall be of the essence. Where payment is not received within that timeframe, we reserve the right to impose a surcharge on all outstanding balances at the rate of 2.5% per month or £10.00 per month, whichever is the greater. The surcharge shall be payable in respect of a period of less than one month as if such period were in fact one month. All sums shall be paid to us immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

8.9 Credit or Debit Card payments facilities for distance-based transactions may be offered in the future. If this is offered, then card payments will be offered only for persons who have registered their card in the Inpost UK and InPost Lux systems through dedicated facility in the InPost UK Device or through a dedicated website of InPost UK or of InPost Lux. . The card payment is effected the same way as used in Mail Orders / Telephone Orders / Internet Orders, which makes this payment unavailable for cards where those options are blocked. The registration process will be based on reading the card data and saving them on servers that meet the card industry's PCI DSS requirements. If the data is entered manually by the card holder, the card data will be sent using 128 bit encryption. We do not have access to the card data. The data will be stored and processed only by a professional payment service provider. It has (and will have) all necessary security certifications required against such payment service providers. The card holder may request the removal of card data from the professional payment service provider at any time. The card payment must be processed before the Parcel can be collected from the destination terminal.

8.10 The payment for providing the Service jointly by us and by InPost Lux may be collected by either us or by InPost Lux with the effect that your obligation to pay for the Services extinguishes against us and against InPost Lux, regardless who has collected the payment from you. Choice of the collecting party remains with us.

Neither we nor InPost Lux are a party to any contract or arrangement between you and any third party in connection with you making use of the Service. You are exclusively responsible for meeting all requirements and obligations arising out of such contract of arrangement including those related to contracts concluded at a distance.

## 9. ITEMS NOT ACCEPTABLE FOR DELIVERY VIA INPOST UK

9.1 We do not accept for delivery or storage (in no particular order and the following includes but is not limited to):

380mm x 380mm x 640mm and 15kg weight.

(2) MONEY (coins, notes, negotiable instruments equivalent to cash such as endorsed stocks and bonds). Stamps or Coins of any kind.

(3) FIREARMS, WEAPONRY, AMMUNITION AND THEIR PARTS

(4) FOODSTUFFS, PERISHABLE FOOD ARTICLES AND BEVERAGES requiring refrigeration or other temperature or environmental control.

(5) FIREWORKS and other items of an incendiary or flammable nature;

(6) EXPLOSIVES of any kind

(7) HUMAN OR ANIMAL CORPSES, ORGANS OR BODY PARTS, HUMAN AND ANIMAL EMBRYOS, CREMATED OR DISINTERRED HUMAN REMAINS;

(8) HAZARDOUS WASTE, INCLUDING, BUT NOT LIMITED TO, USED HYPODERMIC NEEDLES AND/OR SYRINGES OR MEDICAL WASTE; BLOOD AND PATHOLOGY ITEMS that present a potential biological hazard of any kind.

(9) WET ICE (FROZEN WATER), DRY ICE;

(10) ITEMS REQUIRING US TO OBTAIN ANY SPECIAL LICENCE OR PERMIT FOR TRANSPORTATION / EXPORT / IMPORT

(11) DEAD ANIMALS OR ANIMALS THAT HAVE BEEN MOUNTED OR STUFFED.

(12) ART Original works of art

(13) PRECIOUS METALS Bullion or precious metals of any kind

(14) JEWELLERY gemstones, watches and items of a high value (see limit of Liability)

(15) VALUABLES, antiques, heirlooms, items of significant sentimental value or nature

(16) AGE restricted materials of any kind including lottery tickets or any material where availability is restricted by law to persons over a certain age

(17) PORNOGRAPHY or obscene material of any kind

(18). TOBACCO or ALCOHOL unless adequately packed to contain any leakage

(19) *FURS or items restricted by regulatory authorities*

(20) *NARCOTICS, CONTROLLED SUBSTANCES OR ILLEGAL DRUGS of any kind*

(21) *DANGEROUS goods of any kind that may cause harm or damage if Leaked or spilled*

(22) *LIQUIDS unless adequately packed to contain any leakage*

(23) *COUNTERFEIT or contraband material of any kind*

(24) *PERISHABLE items*

(25) *Items that have a pungent or strong odour or items that may cause contamination of any kind*

(26) *PARCELS THAT ARE WET, LEAKING OR EMIT AN ODOUR OF ANY KIND;*

(27) *PARCELS OR ITEMS THAT MAY CAUSE DAMAGE TO, OR DELAY OF, EQUIPMENT OR PERSONNEL*

(28) *LIVING CREATURES of any kind including animals, birds, fishes, reptiles or insects.*

9.2 We exclude all liability for such Parcels listed in 9.1 howsoever accepted (including acceptance by mistake or under notice). We may change this list of prohibited items from time to time without prior notice or consent being sought from you.

9.3 Additional restrictions may apply depending destination and service, and the service option used. We reserve the right to reject Parcels based upon these limitations or for reasons of security or safety. We are entitled to charge an administrative fee for Parcels rejected and for the costs of returning goods, where applicable, to you. Further information is available upon request.

10. BREACH OF TERMS AND CONDITIONS

We reserve the right (without notice) to suspend, freeze or otherwise close or cease to accept Parcels from a customer reasonably suspected of knowingly or deliberately breaching these Terms and Conditions.

11. DISPUTE RESOLUTION

In the event of any dispute arising between the parties in connection with this agreement which cannot be settled by negotiation, the parties will in good faith, seek to resolve that dispute through mediation under the auspices of the ADR Group of Grove House, Grove Road, Redland, Bristol BS6 6UN before resorting to expert determination.

If the dispute is not resolved by mediation within 30 days, or if one of the parties will not participate in the mediation, the dispute shall be referred to expert determination by a chartered accountant appointed by the parties jointly or in default of agreement by the President for the time being of the District Society of Chartered Accountants of Leicestershire and Northamptonshire on the application of either party. The costs of the expert determination shall be as directed by the expert. The jurisdiction and law applicable to this contract is that of England and Wales.

12. DELIVERY

12.1 We reserve the right to modify and alter the procedures of performing and using the Service depending on technical considerations, in order to improve the performance of our Service and ensure their higher safety level (e.g. change or improvement to the safety solutions employed in our terminals).

12.2 Your Parcel must comply with the requirements adopted for and the following categories ascribed to specific compartments in one of our terminals:

Size categories of Deliveries	Maximum dimensions of a Delivery, packaging included (mm)	Maximum weight of a Delivery (kg) rounded up to nearest kg
A	80 x 380 x 640	15
B	190 x 380 x 640	15
C	380 x 380 x 640	15

Deliveries exceeding the limits of categories indicated above will not be accepted by us. The chargeable weight of a multi-item consignment to one addressee will be the aggregate total of each individual item rounded up to the nearest kg.

12.3 Should any reasonable doubt arise as to a Parcel fulfilling our requirements, we are entitled to examine its contents prior to admitting it for dispatch, the action to be followed by a decision of non-admission or else of dispatch.

12.4 Parcels (where collectable) are available for collection in a given terminal for 72 hours after placing them in the terminals. In default of the addressee collecting a Parcel on time, it will be transported to the original despatch address within 48 hrs. We will inform the Addressee (via SMS or email) about the fact of return to sender.

12.5 On signing in our system, after delivery to our terminal, the Addressee must provide his email address, mobile phone number, registered by a UK cellular network, as well as his post code. The Addressee bears full liability for logging in these details. The Addressee is advised to indicate complete address details during the registration procedure for collection, in order to enable the deliveries to be performed in the case of

maintenance break directly by a courier. Specifying complete

12.11 Upon delivery of a door to door Parcel, we shall wherever



address details is obligatory for you. During the registration the Addressee chooses the main and reserve terminals (if available). Deliveries are first prepared to reception at the main terminal. We reserve however, the right to perform a delivery to the reserve terminal.

12.6 Any dispatch via a terminal is handled solely through one of the terminals defined by your profile. First, the terminal specified to be the main terminal in your profile is chosen. We reserve the right to handle some deliveries via the terminal defined as a reserve terminal. It is possible to dispatch a delivery via a different terminal, upon having it added to your profile. The label serving to dispatch a Parcel contains then the specification of the added terminal, the label's expiry date, as well as the dispatch code.

12.7 You are liable for a proper preparation of a Parcel for Delivery, including: the use of an appropriate packaging, its safe closure, issuing a label, its print and firm installation on the packaging. Each Parcel should be accompanied by a separate label, required for a proper proceeding with our Service. Parcels prepared inappropriately, (ie. without a relevant label or else with an illegible label) will not be accepted for delivery or will be returned to a relevant office in the area of our activity applicable for their dispatch, which will be communicated to you via email. (The previous sentence referring to the sending label does not apply to situations where you send a Parcel without a label if we launch such service).

12.8 You bear liability for preparing the label correctly, including the proper specification of each Parcel's dimensions. It applies also to an appropriate designation of every Parcel that is destined for a delivery via a terminal. In the case of inappropriate label preparation or any mistakes when selecting a given function at the terminal by you or and Addressee or non-collection by an Addressee we are entitled not to return the payment collected from your account.

12.9 Upon dispatching the Parcel you will provide two copies of the Parcel collection confirmation. You print the confirmations with the use of software made accessible to you by us. We will verify the confirmation, the role, of which after signing, is to serve as a proof of dispatch. One copy is to be kept by us and another by you.

12.10 Parcels are available for collection from our terminals 24 hours a day, for 7 days in a week (24/7). We reserve the right to make particular terminals accessible at restricted hours. A Parcel will only be produced as available for collection when the correct code and phone number is quoted. Should the code be lost, the Addressee is entitled to recover it by logging in our Parcel Manager and choosing a relevant option, or contacting our technical hotline. The restored code will be provided by us solely to the Addressee's email address declared originally. The Addressee is fully liable for presenting the content of the text message including code before any third party. It is agreed that any person acquainted by the Addressee with the text message including the relevant code is authorised by the Addressee to collect the Parcel on his behalf.

13.2 You shall keep confidential the software, shall not copy the whole or any part of the software (save for security back-up copies as permitted in writing by us ) and shall not without our prior written consent, modify, merge or combine the whole or

possible and practicable obtain proof-of-delivery. Proof-of-delivery shall be in a manner at our sole discretion and may include, but shall not be limited to a signature, whether by electronic means or otherwise. We shall retain proof-of-delivery records for a period not exceeding six (6) months from the date of delivery and thereafter, we shall have no liability whatsoever.

12.12 Returns of Parcels in default of collection by the Addressee: the returned Parcel will be transported to a division or Customer Service Points of their dispatch, or to our nearest division, if a Parcel has been dispatched via a terminal. The collection of returned Parcels is performed after a prior notice to you. You have 3 working days to collect the returned Parcel. The return is performed as a payable service. Individuals, who have concluded with us an agreement on collecting return Parcels from our terminals, may receive the return directly to their base; it is, however, a payable service. Such returns are payable in the amount of basic charge value for a Delivery.

12.13 If delivery of the Parcel or any part thereof is not taken by the Addressee at the time and place when and where we are entitled to call upon such party to take delivery, or if we are unable to effect such delivery in respect of Parcels which are insufficiently addressed or marked or otherwise not readily identifiable, or as a result of other circumstances beyond our reasonable control, we shall be entitled to store the Parcel at your sole risk for 3 working days, whereupon our liability in respect of the Parcel stored shall wholly cease and the cost of such storage, shall forthwith upon demand be paid by you to us. We shall as soon as reasonably possible notify you of our inability to effect delivery.

#### 12.15. VARIATIONS IN THE SERVICE

There are three slight variations in the Service which will be identified before any Parcel in a particular consignment is despatched by you. There will be special labels attached by you so that we can identify its responsibilities. There will be a different price attached to alternatives 'a' and 'b'.

- a) Parcels are delivered by us or our subcontractor to one of our terminals from where the Addressee collects them. **OR**
- b) Parcels are collected by us or our subcontractor and /or delivered by us or our subcontractor to one of our terminals from where the Addressee collects them. **OR**
- c) Parcels are collected by us or our subcontractor (at an enhanced fee) and /or delivered by us or our subcontractor to the Addressee's door (at an enhanced fee). This Service will be a next working day service, collected from your offices, and delivered by us or our subcontractor direct to a terminal in the town of destination (alternative 'a' above) or direct to the Addressee (alternative 'b' above).

#### 13. INTELLECTUAL PROPERTY RIGHTS

If we provide you with computer software, the following applies

13.1 All copyright, trade marks, know how and other intellectual property rights in the software (including any device(s) upon which the software is stored) are and shall remain at all times our exclusive property;

13.8 We allow the initiation of a complaint procedure during the process of collecting a Parcel from our terminals. For this purpose, using an appropriate label, the Addressee places the Parcel in a terminal, leaving it at our disposal. The complaint

any part of the software with any other software or documentation;

13.3 We shall have no liability in respect of, and you shall indemnify us for, any consequence, whether direct or indirect, of any failure by you or on your behalf to comply with operating instructions in respect of any software supplied by us to you. We accept no liability for any consequences of any incompatibility between our software and your hardware and/or software.

13.4 It is your responsibility to ensure the input of accurate information by you or on your behalf and we shall be under no obligation to check such accuracy. The cost of rectification of any inaccuracies or their consequences shall be borne by you; and

13.5 We shall have no liability arising from the subject matter of this Clause other than liability for loss of or damage (if caused by us) and such liability shall not exceed that provided for in Clause 4.3.

13.6 At our sole discretion we may supply on loan to you computer hardware including, but not limited to, personal computer, keyboard, monitor, printer and the like (the "Hardware"). Any Hardware so loaned shall remain our property at all times and shall be returned to us upon demand. You acknowledge that you have no lien or similar rights over any Hardware loaned by us. You are entirely responsible for the use and regular maintenance of all the Hardware in line with the manufacturers' recommendations and the cost of any repairs to the Hardware, as well as any consumable items such as printer ribbons, cleaning materials, reports paper etc. It shall also be your responsibility to insure (at your cost) each item against all risks of loss or damage howsoever caused.

13.7 A complaint may be submitted by you as well as by an Addressee of any Parcel. The launching of a complaint procedure disables the performance of the Parcel Delivery to a given terminal on a permanent basis. Should the Parcel already be placed in one of our terminals, its reception will be analogically disabled, being transferred to a relevant Inpost division. Any cases of unjustified initiation of a complaint procedure will result in returning the Parcel to you if the Addressee does not express a will to collect it personally from an InPost division and concurrently you do not object.

form is provided to the Addressee's email address, the Addressee being obliged to fill in and approve it in 14 days, which means the submission of a complaint. A failure to fill in the form at the specified deadline results in returning the Parcel to you. Upon initiating the complaint, we proceed with opening of the Parcel and developing a relevant protocol. Until the moment of submitting a complaint, the Addressee is entitled to collect the Parcel from us.

#### 14. UNFAIR CONTRACT TERMS ACT 1977

You hereby agree and declares that the limitations and exclusions of our liability and indemnities given by you, as set out above, are fair and reasonable in all circumstances for the purposes of the Unfair Contract Terms Act 1977 and taking into account, inter alia, the amount of our charge made for the Service.

#### 15. NOTICES

All notices given pursuant to any of these Conditions must be given by fax or letter. Where any such notice is given by fax, it shall be deemed to be given at the time when it is received by the recipient and in the case of any notice given by letter, it shall be deemed to have been given at the time when it would have been delivered to the recipient in the ordinary course of post. All notices to us must be sent to our Registered Office. Any notices to you will be valid if sent to your last known home or place of business or to your registered office and if there is more than one such home or business, to any one of such homes or places of business.

#### 16. INVALIDITY

If any term or provision within these Conditions shall in whole or in part be held to any extent to be illegal or unenforceable, then such term or provision or part shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of these Conditions shall not be affected.

#### 17. ENTIRE AGREEMENT

These Conditions constitute the entire agreement between you and us and any representation or statement not contained in these Conditions is excluded and is not binding upon us.