

# Terms & Conditions

## User Agreement

Last Updated: 25-06-2018

### 1. ACCEPTANCE OF TERMS

The following are the terms and conditions for use of the FastValidate services. FastValidate frequently updates, modifies, and otherwise continually seeks to improve our Service. Such changes often dictate that we simultaneously modify our User Agreement. As such, the following User Agreement may be updated by us from time to time without notice to you. You may review the most recent version of the User Agreement at any time here. It is the express will of the parties that this agreement and all related documents have been drawn up in the English Language.

Please read them carefully. This service is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("USER AGREEMENT").

#### Definitions

1. **"you", "your" or "Client(s)"** means legal entities who register themselves on the Website and use it and the Software according to these Terms for the purpose of using the Services.
2. **"we", "us" and "our"** refer to the **FastValidate** Service which is solely created, represented and run by the Individual: Thomas Aaron Linstead.
3. **"content"** means any messages, comments, videos, audio clips, music, data, text, photographs, software, scripts, graphics or any other content generated, provided or otherwise submitted by the Clients and other users to FastValidate in the course of using the Website, Software and Services.

4. **“service(s)”** refers to the validation service that we provide and the Website, Software and Services thereof.
5. **“terms”** means these Terms of Service and all terms, policies and guidelines incorporated into the Terms by reference, including, but not limited to, Privacy Policy and User Agreement.
6. **“privacy policy”** means the Privacy Policy of FastValidate that stipulates the basics of processing of personal data that the Clients submit to FastValidate service.

## 2. INTRODUCTION

This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting the FastValidate service(s) you have agreed to establish an account with us for such services. By accessing, viewing, logging-in to, creating an account or using the Website, Software, Services, the content provided thereon or their functionality, or by requesting and registering for the Services, you acknowledge and agree to be bound by these Terms. You understand as well that by creating an account on the Website, you give the consent on behalf of the Client and confirm acknowledgment of the terms of processing of personal data as stipulated in the Privacy Policy.

You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The User Agreement and the relationship between you and FastValidate shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions.

If you do not agree with these Terms, you may not use the Website, Software or the Services and must discontinue use immediately.

## 3. SERVICES

FastValidate currently provides members with services to validate Email, Phone and Address Information. Unless explicitly stated otherwise, any other features that augment or enhance the current service, shall be subject to the User Agreement. You understand and agree that the Service is provided "AS-IS" and that FastValidate assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, documents, or personalisation settings.

In order to use the Service, you must already have access to the internet and all equipment necessary to make such connection to the World Wide Web. You understand that processing and transmission to the Service, including your content, may involve transmissions over various networks.

FastValidate reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice and access to the FastValidate site may be subject to scheduled and unscheduled outages that may impact your ability to use the service. We will use reasonable efforts to restore the service after any unscheduled outages.

## **4. SUBSCRIPTION PLANS**

In consideration for services received, you shall pay to FastValidate the monthly service fee for the applicable plan then in effect. Applicable rates are listed on the FastValidate website [www.fastvalidate.com](http://www.fastvalidate.com). FastValidate reserves the right to adjust its rates at any time without prior notice.

The extent of your usage of the FastValidate service is dependent on your subscription plan. You shall not exceed the usage limits associated with your account. Unused amounts of call usage will not be carried over from one monthly period to the next. If you exceed your monthly usage limit, the use of the service may be limited and will return an error message.

## **5. ACCOUNT SECURITY**

All passwords are encrypted using strong one-way hashing algorithm and are never stored in plain text. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify FastValidate of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. FastValidate cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

## **6. DISCLAIMER**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FASTVALIDATE DOES NOT WARRANT THAT THE SERVICES ARE COMPLETELY ERROR-FREE OR CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FASTVALIDATE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FASTVALIDATE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

## **7. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FASTVALIDATE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## **9. FORCE MAJEURE**

Our delay in or failure to perform any of the services under this Agreement shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond our reasonable control. In such instances, we agree to resume performance of the services as soon as commercially feasible to do.

### **Contact Information**

Should the Clients have any questions regarding this User Agreement or the services of FastValidate, they are welcome to contact FastValidate with all such requests, inquiries or any complaints via e-mail: [contact@fastvalidate.com](mailto:contact@fastvalidate.com).