



# IPT

## Terms of Service for IPT/IGT/ICB

### What are these Terms of Service for?

These Terms of Service are for the websites [www.ipt.cc](http://www.ipt.cc), [www.igt.cc](http://www.igt.cc) and [www.icb.cc](http://www.icb.cc) (IPT/IGT/ICB) and served by Third Dimension Limited and governs the terms regarding the provision of our services for users who choose to use our websites and associated services.

Please read the following carefully to understand our terms of service before agreeing to join our service. If you think that there is a mistake, please contact us.

### About Third Dimension Limited

Third Dimension is a limited company, registered in the United Kingdom and based at The Old Bank, High Street, Milborne Port, Sherborne, Dorset, DT9 5AQ, United Kingdom.

Third Dimension Limited owns the websites International Phone Traders ([www.ipt.cc](http://www.ipt.cc)), International General Traders ([www.igt.cc](http://www.igt.cc)) and International Computer Brokers ([www.icb.cc](http://www.icb.cc)) (IPT/IGT/ICB) which are B2B Trading Platforms specialising in helping brokers, traders, resellers and distributors in the open market.

Within these Terms of Service, the term IPT shall be used to refer to all three websites.

### Acceptance of Terms

The terms We/Our/Us shall refer to IPT and its parent Company Third Dimension Limited.

The term You/Your shall refer to the business entity identified at registration as the Advertiser.

IPT provides its service to you (the "Advertiser"), subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you.

When using particular IPT services, you and IPT shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time.

IPT may also offer other services from time to time that are governed by a different TOS.

This TOS will become binding on you and us when you start using our service, or pay your subscription (whichever is the earlier) at which point a contract will come into existence between you and us.

## Description of Service

IPT, IGT and ICB are three online trading platforms operating in the B2B marketplace. This community is provided for our valued members only, who would typically be brokers, traders, resellers, distributors, wholesalers and service centres. The platforms provide a facility for its members to trade by offering advertising space and other services (the "Service"). The details of the service provided will be provided on the Proforma Invoice.

You understand and agree that the Service is provided "AS-IS" and that IPT and its parent Company Third Dimension Limited, assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalisation settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

By providing the Service, IPT shall assume no responsibility or guarantee of the level of business achieved by you.

As part of our Service, we may provide references and/or advice. You understand and agree that such advice is provided in good faith and you should undertake your own due diligence and seek professional advice. IPT and its parent Company Third Dimension Limited, assumes no responsibility for any references or advice provided.

## Subscriptions

The services are provided on a quarterly, 6 monthly or yearly subscription basis.

There will be no refund if you cancel during the subscription period.

We reserve the right to terminate your contract without notice.

## Your Registration Obligations

In consideration of your use of the Service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or IPT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IPT has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## Privacy Policy & Security of Data

You will receive a password and account designation upon completing the Service's registration process. 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 IPT 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. IPT cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You are not permitted to share your log in details with any third party.

Please refer to our Privacy Policy which sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This Privacy Policy also sets out how you can instruct us if you prefer to limit the use of that personal data and the procedures that we have in place to safeguard your privacy.

By accessing the data provided on the Sites, you agree to safeguard this information in accordance with current Data Protection and GDPR regulations.

## Use of Your Personal Information

We will use the personal information you provide to us to:

- a) provide the Services;
- b) process your payment for Services; and
- c) inform you about similar products or services that We provide.

You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

You agree that IPT may pass your personal information to Members and Non Members of the Site throughout the world.

You understand that users of the sites will have access to your data.

## Advertiser Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated.

This means that you, and not IPT, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. IPT does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will IPT be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a IPT official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- i) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- j) "stalk" or otherwise harass another; or
- k) collect or store personal data about other users.

You acknowledge that IPT does not pre-screen Content, but that IPT and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, IPT and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by IPT or submitted to IPT, including without limitation information in the IPT, ICB and IGT Trading Boards and in all other parts of the Service.

You acknowledge and agree that IPT may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of IPT, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **Special Admonitions for International Use**

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **Content Submitted or Made Available For Inclusion on the Service**

IPT / IGT/ ICB does not claim ownership of Content you submit or make available for inclusion on the Service.

With respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant IPT the world-wide, royalty free and non-exclusive license(s), as applicable. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or IPT removes such Content from the Service. "Publicly accessible" areas of the Service are those areas of the IPT network of websites that are intended by IPT to be available to the general public.

## **Indemnity**

You agree to indemnify and hold IPT, and its parent Company Third Dimension Limited, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## **No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **General Practices Regarding Use and Storage**

You acknowledge that IPT may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that Trading Board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on IPT servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

You agree that IPT has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

You acknowledge that IPT reserves the right to log off accounts that are inactive for an extended period of time.

You further acknowledge that IPT reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **Modifications to the Service**

IPT 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.

You agree that IPT shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **Termination**

You agree that IPT, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, if IPT believes that you have violated or acted inconsistently with the letter or spirit of the TOS.

IPT may also in its sole discretion and subject to one written notice discontinue providing the Service, or any part thereof, with or without notice.

You agree that any termination of your access to the Service under any provision of this TOS may be effected subject to one written notice, and acknowledge and agree that IPT may subject

to one written notice deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service.

Further, you agree that IPT shall not be liable to you or any third-party for any termination of your access to the Service.

## **Dealings with Other Advertisers**

Your correspondence or business dealings with, or participation in promotions of, other advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that IPT shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

Whilst we make every effort to verify those accepted for Membership, there is always the possibility that some members may enter the Site acting under false pretences. Before entering a transaction, you must take all reasonable steps to satisfy yourselves that the opposite transacting party is legitimate.

You acknowledge that you accept any and all risks of purchasing products or services via the site including all liability for losses or harm of any kind resulting from the use of the products or services subject to a transaction concluded via the Site.

You are solely responsible for negotiating and abiding by the terms and conditions of transactions made via the Site including but not limited to payment, fees, taxes, insurance, returns, warranties, title, licences, fines, permits, storage and transportation.

## **Links**

The Service may provide, or third parties may provide, links to other websites or resources. Because IPT has no control over such sites and resources, you acknowledge and agree that IPT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that IPT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.



## **IPT / IGT/ ICB Proprietary Rights**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorised by IPT or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service.

You agree not to access the Service by any means other than through the interface that is provided by IPT for use in accessing the Service.

## **Disclaimer of Warranties**

You expressly understand and agree that:

- a) Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. IPT expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) IPT makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.
- c) 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.
- d) No advice or information, whether oral or written, obtained by you from IPT or through or from the service shall create any warranty not expressly stated in the TOS.

## **Limitation of Liability**

You expressly understand and agree that IPT 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 (even if IPT has been advised of the possibility of such damages), 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) unauthorised 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.

## **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

## **Special Admonition for Services Relating to Financial Matters**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt.

The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. IPT and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## **Notices**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

## **Trademark Information**

IPT, IGT, ICB and other IPT, IGT, ICB logos and product and service names are trademarks of IPT / IGT/ ICB (the "IPT / IGT/ ICB Marks"). Without written, IPT prior permission, you agree not to display or use in any manner, the IPT / IGT/ ICB Marks.

## **General Information**

The TOS constitute the entire agreement between you and IPT and govern your use of the Service, superseding any prior agreements between you and IPT.

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 TOS and the relationship between you and IPT shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction in respect of any disputes hereunder.

The failure of IPT to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent

jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## VAT Numbers

If it is confirmed by HMRC or your local tax office that your VAT number is no longer valid or has been removed then we reserve the right to cancel your membership with no refund applicable for any advertising fees paid in advance.

## Information About Us and How to Contact Us

Third Dimension Limited is a company registered in England and Wales. Our company registration number is 3365623 and have our registered office at The Old Bank, High Street, Milborne Port, Sherborne, Dorset, DT9 5AQ, United Kingdom.

If you have any questions or if you have any complaints, please contact us. You can contact IPT by telephoning our customer service team at +44 (0)1963 251442 or by e-mailing us at [accounts@ipt.cc](mailto:accounts@ipt.cc)

If you wish to contact us in writing, or if any clause in these Terms requires you to give notice in writing (for example, to cancel the contract for services which we have started to provide), you can send this to us by e-mail, by hand, or by pre-paid post to our trading address Third Dimension Limited, The Old Bank, High Street, Milborne Port, Sherborne, Dorset, DT9 5AQ, United Kingdom, or [accounts@ipt.cc](mailto:accounts@ipt.cc). We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the order.

v.1.2 June 2018

Edited & customised by: Third Dimension Limited, The Old Bank, High Street, Milborne Port, Sherborne, Dorset, DT9 5AQ United Kingdom