

## Terms & Conditions

This website is owned and operated by Shireburn Software Limited and Shireburn Co Ltd (collectively referred to below as Shireburn), both with registered offices at Carolina Court, Guze Cali Street, Ta' Xbiex, XBX 1425, Malta.

All orders and purchases made through this website, as well as usage of the website, are subject to the Terms and Conditions outlined below. These Terms and Conditions may change from time to time without prior notice, at the sole discretion of Shireburn

## Usage

You may only purchase or order items for lawful purposes. Any other use is not permitted. You agree to pay for all charges noted herein as payable by you in the currency of the order. You have to be 18 or older to purchase from this website.

You are responsible to ensure that you establish a username and password for your account which maximises the effectiveness and security of the site and that the password is changed regularly. You are responsible for ensuring that you keep your password safe at all times and do not disclose this to anyone. You must not permit anyone to utilise your account, even in your name. You are responsible for all activity undertaken using your account. You will only use this web site under your own account.

Shireburn reserves the right to block or delete an account, refuse to transact purchases and/or cancel orders at its sole reasonable discretion.

Shireburn reserves the right to limit the quantities of certain items which you, your family or any group can purchase. Shireburn will use commercially reasonable efforts to deliver items as quickly as possible and within any time periods indicated, however, Shireburn will not be responsible for any delays in delivery which are beyond its control. Where delivery is delayed, Shireburn will notify you as soon as practical.

## Changes

Shireburn may correct errors or inaccuracies and change or update information on this website at any time without notice, including in respect of prices, specifications, delivery dates and methods and availability of items. All items listed on this website are subject to prices and charges in the currency as defined by Shireburn in accordance with its policies. All prices listed on this website are subject to confirmation.

Shireburn will notify you by e-mail within 2 working days of making a purchase if the confirmed price of an item you have selected differs from the price listed on the website or on your purchase order. If you do not receive an e-mail within this time, Shireburn is deemed to have confirmed the purchase at the price listed. If you receive such notification, the sale will be automatically terminated unless you reply by e-mail with confirmation of your intention to purchase the item at the confirmed price.

## Payment Gateway

This website utilises the services of third party payment gateway providers for the processing of payment transactions through credit cards, debit cards as well as other forms of payment. This site is designed to embed the credit card details form of the chosen payment gateway provider into its own site so as to ensure that credit and debit card details are only maintained by the 3<sup>rd</sup> party payment gateway. Shireburn shall make its best efforts to ensure that the payment gateway providers provide certified and state of the art processes and practices to ensure the security of their systems and of your data.

By using this website, you agree to the processing of your data through these payment gateway providers and agree to them retaining the information necessary to process your payment and maintain appropriate levels of records for their operational use.

## **Fraud Prevention**

In order to protect you and Shireburn from fraudulent transactions, Shireburn may provide your transaction related information to a reputable third party organization to perform an address verification. This address verification is intended to ensure that the "bill to" address that you provide matches your credit card address. Shireburn also reserves the right, at its discretion, not to ship items ordered or purchased on this website to certain addresses. In the event that Shireburn chooses not to ship an item, you will be notified by e-mail and any amount that may have already been charged to your credit card will be refunded in full.

## **License Terms, Copyright, Intellectual Property Rights etc**

You specifically acknowledges that any product, service or software procured through this web site is procured subject to the terms and conditions related to the respective product, service or software, including but not limited to any licensing terms, rights related to copyright, intellectual property.

## **Warranty**

This site and its contents are provided by Shireburn on an 'as is' basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this site or the information, content, materials or products included in this site including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, Shireburn does not represent or warrant that the information accessible via this site is accurate, complete or current.

## **Return of Purchases/Refunds**

In the event that you are not satisfied with your purchase or the process leading to this purchase, we request that you contact Shireburn on [sales@shireburn.com](mailto:sales@shireburn.com) as soon as possible after the purchase but in any event, not later than 15 days after purchase. Shireburn offers a 30 day money-back guarantee on our Integra for Notes range of software products and you are entitled to return the software within this period without any cause subject to other conditions below.

In the event that effecting of a refund involves Shireburn in direct costs related for instance to shipping, these costs will be reduced from the amount to be refunded. Refunds shall not apply in respect of the provision of services, if performance has already begun at the time of a request for refund, or in respect of software or products made-to-measure to specification.

## **Dispute Resolution**

In the event that you are dissatisfied with your purchase, it is agreed that dispute resolution will be handled either by the Malta Communications Authority, under the power conferred to it by the e-commerce regulations of Malta, or through the Malta Centre for Arbitration, at the discretion of Shireburn.

## **Applicable Law**

These Terms and Conditions, the use of this website and any order or purchase made through the facilities of this website shall be governed by the laws of the Republic of Malta. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. By using this site you irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Republic of Malta for any litigation arising out of or relating to the use of or purchase made through this site.

## **Liability**

Shireburn shall not be liable either to you or any 3<sup>rd</sup> party for any loss, damage or consequential loss arising directly or indirectly as a result of any action undertaken, service or software provided via this site save where such action has been undertaken through malicious intent or negligence. In all cases, the limit of liability of Shireburn is accepted by both parties as never exceeding the price of the item purchased on this site.

In addition to the above, these terms expressly exclude Shireburn from liability for loss or damage to data or other property, loss of profits, consequential loss and/or loss of revenue.

## **Force Majeure**

In addition to the provisions for Liability outlined above, both parties shall not be liable for any breach arising as a result of Force Majeure, namely circumstances beyond their control. These shall include but not be limited to acts of God, labour disputes, acts of Government or Parliament, embargo, riot, war, act of terrorism or directive of any relevant international body.

## **Passing of Risk**

You acknowledge that the passing of risk of the item shall occur on receipt of delivery of the purchased item, physically or electronically. Shireburn shall not be liable for the loss or damage to the products purchased from such time as its delivery to you.

## **Forbearance**

Lack of enforcement by Shireburn of any provisions of these terms and conditions shall not be deemed to be a waiver of any rights that Shireburn may have, nor shall in any way affect the validity of these terms and conditions in whole or in part nor prejudice Shireburn's rights to enforce the provisions or take subsequent actions.

## **Data Protection**

Shireburn is conscious of the privacy of your personal data and this website is operated according to Shireburn's policies outlined in the current Privacy Statement available on this site. Shireburn is registered with the Commissioner of Data Protection of the Government of Malta and this web site is operated in accordance with the relevant Data Protection legislation.

Shireburn and its sub-contractors, including but not limited to its payment gateway providers and delivery contractors, will process and hold information about you (in electronic, manual or any other form) so as to enable it to perform its obligations in respect of its relationship with you. This information may be held even after the conclusion of the purchase. Shireburn accepts to treat this information in accordance with the Data Protection Act 2002. You hereby consent, for the purposes of the Data Protection Act 2002, to the above information being held, processed and used, even for marketing purposes, by Shireburn or its

associate or subsidiary companies. You remain entitled at any point to request that this information is not used for marketing purposes.

By purchasing items from this site, you hereby authorise Shireburn to exchange any relevant information with credit organisations regarding the financial performance of your obligations.

Shireburn warrants that no more personal data than is necessary shall be processed having regard to the purposes of the processing, that the personal data processed is correct and, if necessary, up to date, that all reasonable measures are taken to complete, correct, block or erase data to the extent that such data is incomplete or incorrect, having regard to the purposes for which they are processed and that personal data is not kept for a period longer than is necessary, having regard to the purposes for which they are processed.

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*Shireburn Software Ltd and Shireburn Co Ltd have their registered offices and operating base at Carolina Court, Guze Cali Street, Ta' Xbiex, XBX 1425, Malta and are able to be contacted on telephone +356 2131 9977, fax +356 2131 9528 or via e-mail on [sales@shireburn.com](mailto:sales@shireburn.com). Vat numbers are MT1017-0818 for Shireburn Software Ltd and MT1017-0717 for Shireburn Co Ltd.*