

TERMS OF USE

Please read these terms and conditions (“Terms of Use”) relating to your use of the *InvestigateCZ* web site (“the Website”). By accessing the Website you are agreeing to the terms that appear below; *InvestigateCZ* is providing this site on an as-is basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. In addition, *InvestigateCZ* makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site.

This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

The information contained within this Website may contain technical inaccuracies or typographical errors. All liability of *InvestigateCZ* arising from any such inaccuracy or error is expressly excluded to the fullest extent permitted by law. *InvestigateCZ* reserves the right at any time to revise any pricing shown on the Website without notice. Use of the Website signifies your agreement to these terms.

Services

InvestigateCZ will provide the following Service(s) (“Services”) to the Client in accordance with the terms and conditions of this Agreement; Services include, but are not limited to Tracing Missing Persons and Debtors, Covert Surveillance Services, Asset Location, Pre-employment and Background Checks, GPS Vehicle Tracking, Process Serving, Mobile Phone/Data Forensics and Matrimonial Investigations.

Delivery of the Services

1. Start date: *InvestigateCZ* shall commence the provision of the Services at a time agreed by both parties.
2. Completion date: *InvestigateCZ* will complete/cease to provide the Services either when the objective of the Services has been achieved or when *InvestigateCZ* deems appropriate. *InvestigateCZ* will endeavour to provide all of its services within the shortest amount of time possible.

Limitation of Liability

1. Subject to the Client’s obligation to pay the cost of the Services to *InvestigateCZ*, *InvestigateCZ* liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with these terms or the performance or observance of its obligations under these terms and every applicable part of it shall be limited in aggregate to the cost of the Services provided.
2. To the extent it is lawful to exclude the following heads of loss and subject to the Client’s obligation to pay the cost of the Services, in no event shall *InvestigateCZ* be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
3. Nothing in this Clause will serve to limit or exclude either party’s liability for death or personal injury arising from its own negligence.

Term and Termination

1. These terms shall be effective on the date hereof and shall continue until the Completion Date.
2. Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 7 days of written notice from the other Party so to do; or
3. A voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either Party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Law

1. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Services contemplated herein.
2. The Client will hold harmless, protect, and defend *InvestigateCZ*, its subcontractors and agents from any claim, suit, penalty, tax, fine, or tariff or any failure to comply with any such laws, taxes and tariffs.

Legal Notice

1. Notwithstanding anything to the contrary contained in these terms, neither *InvestigateCZ* nor any of its employees or agents warrants that the Services will be uninterrupted.
2. In no event will *InvestigateCZ* be liable to the Client or any third party for any damages including, but not limited to: Services interruptions caused by acts of god, power failures or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to provide the Services, failure of any Services provider, of any telecommunications carrier, of any subcontractor, even if *InvestigateCZ* has been advised of the possibility of such damages.
3. This agreement constitutes the sole agreement between *InvestigateCZ* and the Client regarding any Services provided by *InvestigateCZ*.

Payment

1. Ordinarily we will accept Payment of Charges by cash, cheque, direct debit, bank deposit and electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonored.
2. The customer may not withhold payment of any invoice or other amount due to *InvestigateCZ* by reason of any right of set-off or counterclaim which the customer may have or allege to have for any reason whatsoever.
3. You agree to pay all fees and charges (and applicable taxes) incurred which relate to the provision and/or use of the Services, in accordance with the rates and Terms and Conditions established from time to time by *InvestigateCZ*.
4. Any and all amounts payable for Services shall be payable in advance and *InvestigateCZ* shall not be required to refund to you, in whole or in part, any amounts paid or prepaid for use of any Services, unless otherwise agreed.
5. Unless you notify *InvestigateCZ* in writing of any discrepancies or unauthorised charges within thirty (30) days after they first appear on your bank statement, PayPal statement or carrier bill,

they will be deemed accepted by you for all purposes, including resolution of enquiries made by your card issuer. You release *InvestigateCZ* from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to *InvestigateCZ* within thirty (30) days of its first appearance on an invoice, credit card statement or carrier bill.

Default in Payment

In default of due payment of its invoice, *InvestigateCZ* may in its absolute discretion and irrespective of any other rights maintain an action against the customer for the invoice sum upon which interest shall be payable at the rate of 2% per calendar month or part thereof from the date of the invoice until payment.

The customer shall indemnify *InvestigateCZ* against any legal costs which it may reasonably incur to recover its invoice sum.

Cancellation

In the event of cancellation by the client of any Services prior to the Services being started, the client shall be responsible for all costs incurred by the company. Payment of these costs becomes due immediately.

These terms and conditions shall be governed by Czech Law and any dispute arising out of or in connection with the same shall be determined by the Courts.