

# Terms & Conditions

## Terms & Conditions

These terms and conditions (together with the Cookie Policy and Privacy Policy) govern your use of the website operated by X4 Software Limited ("X4") and www.theautoprofitssystem.com ("our Website"). References to "us", in these "our" Terms and "we" shall be construed as references to X4.

Please note that when registering to use our Website you will be asked to confirm that you have read these Terms carefully and that you understand and agree to them.

Your particular attention is drawn to Section 12 of these Terms which sets out the limitation on our liability.

If you refuse to accept these Terms, we will not accept your application for registration and you will not be permitted to use our Website.

## 1 About our Website

1.1 The primary purpose of "The Auto Profit System" service offered through our Website is to engage in the business of arbitrage by providing information in relation to the significant price difference in a wide range of goods between their supplier price and their retail price within online markets.

1.2 In order to be able to use our Website, you will be required to register with us as outlined in Section 2 below and pay the subscription fees as outlined in Section 4 below.

1.3 By registering and subscribing to use our Website, you accept these Terms in full; accordingly, if you disagree with these Terms or any part of these Terms, you will not be permitted to use our Website.

## 2 Eligibility, Registration and Accounts

2.1 To be eligible for registration to be able to use our Website you must be:-

2.1.1 at least 18 years old; and

2.1.2 if you are applying for registration to use the Website in the course of a business (including as, or on behalf of, a sole trader, a partnership, business company or other legal entity).

must be duly authorised to act on behalf of that relevant Business User, and in applying for registration to use our Website, you warrant to us that you satisfy these criteria.

2.2 You may register for a user account (“User Account”) without Website by completing (“ and submitting the User Account registration form on our Website and providing payment details through our payment provider Stripe. This will require you to provide a valid email address and choose a password for your User Account. Once you have submitted your application, and your payment approved, you will be sent an email to your nominated email account to will confirm payment and your User Account registration

2.3 You must keep your password for your User Account confidential and you must notify us in writing immediately if you become aware of:-

2.3.1 any disclosure of your password; and / or

2.3.2 any unauthorised use of your User Account,

and, for the avoidance of doubt you shall be are responsible for any activity on our Website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

2.4 You must not:-

2.4.1 use any other person’s User Account to access our Website; and

2.4.2 use your User Account in connection with the impersonation of any other person.

3 Licence to use our Website

3.1 Following your registration to use our Website, you may:

3.1.1 view pages from our Website in a web browser;

3.1.2 download pages from our Website for caching in a web browser; and

3.1.3 print pages from our Website,

subject to the other provisions of these Terms.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these Terms, you must not download any material from our Website or save any such material to your computer.

3.3 You may only use our Website for your own personal and business purposes, and you must not use our Website for any other purposes.

3.4 Except as expressly permitted by these Terms, you must not edit or otherwise modify any material on our Website.

3.5 Unless you own or control the relevant rights in the material, you must not:

3.5.1 republish material from our Website (including republication on another website);

3.5.2 sell, rent or sub-license material from our Website;

3.5.3 show any material from our Website in public;

3.5.4 exploit material from our Website for a commercial purpose; or

3.5.5 redistribute material from our Website.

3.6 We reserve the right to restrict access to areas of our Website, or indeed our whole Website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Website.

#### 4 Fees

4.1 The subscription fees payable for you to be able to access the services offered through our Website will be as set out on the Website from time to time. You can view the details of our current subscription fee levels by clicking [here](#).

4.2 The subscription fees payable in respect of your first month's s the "InitPerialod" (see 5.2.2) following acceptance of your application f Account. Thereafter, but without prejudice to your right of cancellation contained in Section 5 of these Terms, the applicable subscription fees will be collected on a monthly basis by subscription based billing from the bank account or credit card that you have nominated in your registration application (or such other account as you may from time to time spec Period" and monthly thereafter

We reserve the right to vary our subscription fees from time to time and we will notify you in accordance with Section 16 of these Terms if we do so. For the avoidance of doubt, any variation to our fees will not affect the fees that you have previously paid to us.

4.3 All amounts stated in these Terms or on our Website are stated inclusive of VAT.

4.4 We may from time to time vary the benefits associated with a subscription by posting a new subscription description on our Website, providing that if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you a pro rata amount of the fee paid in respect of your subscription, such amount to be calculated by us using any reasonable methodology.

4.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

4.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to

pay us, within 14 days following the date of our written request:

4.6.1 an amount equal to the amount of the charge-back;

4.6.2 all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer); and

4.6.3 all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 4.7 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 4.7.

4.7 If you owe us any amount under or relating to these Terms, we may suspend or cancel your User Account in accordance with Section 5.1 of these Terms.

4.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

## 5 Cancellation and suspension of User Account

5.1 We may:

5.1.1 suspend your User Account;

5.1.2 cancel your User Account; and/or

5.1.3 edit your User Account details, at any time in our sole discretion without notice or explanation, providing that if we cancel your User Account and you have not breached these Terms, we will refund to you a pro rata amount of your monthly subscription payment in respect of the month during which your User Account is cancelled, such amount to be calculated by us using any reasonable methodology.

5.2 Without prejudice to Section 5.6 of these Terms, you may cancel your subscription to our Website at any time within the period:

5.2.1 beginning upon the submission of your application for registration; and

5.2.2 ending at the end of 7 days after the date on which your application for registration was made ("Initial Period"),

and you do not have to give any reason for your cancellation.

5.3 In order to cancel your subscription within the Initial Period, you must inform us of your decision to cancel. You may inform us by means of any clear statement setting out the decision or by using the cancellation facility available through your User Account control panel. To cancel within the Initial Period, it is sufficient for you to send your communication concerning the exercise of the right to

cancel before the Initial Period has expired.

5.4 If you cancel your registration within the Initial Period, we will charge you for a full month's subscription fees. If you do not cancel your registration within the Initial Period we will charge for a full month's subscription at the end of the Initial Period.

5.6 After the expiry of the Initial Period, you may cancel your User Account at any time via the User Account control panel accessible through our Website. Cancellation in accordance with this Section 5.6 will take effect at the end of the monthly period for which you have paid your most recent subscription fee and no further subscription fees will be collected once you have cancelled your User Account in accordance with this Section 5.6. For the avoidance of doubt, you will not be entitled to any refund if you cancel your User Account in accordance with this Section 5.6.

## 6 Acceptable use and content

6.1 You warrant and represent that your use of our Website and the content that you may from time to time upload will comply with these Terms.

6.2 You must not:-

6.2.1 use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;

6.2.2 use our Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

6.2.3 use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

6.2.4 conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent;

6.2.5 access or otherwise interact with our Website using any robot, spider or other automated means

6.2.6 violate the directives set out in the robots.txt file for our Website; or

6.2.7 use data collected from our Website to share, resell, rebrand, pass on or for any direct marketing activity (including without limitation email marketing, social media marketing SMS marketing, telemarketing and direct mailing).

6.3 Save where expressly permitted on our Website (through the provision of hyperlinks or otherwise), you must not use data collected from our Website to contact individuals, companies or other persons or entities.

6.4 You must ensure that all the information you supply to us through our Website, or in relation to our Website, is true, accurate, current, complete and non-misleading.

6.5 Your content must not be illegal or unlawful, must not infringe any pe not be capable of giving rise to legal actio against any person (in each case in any jurisdiction and under any applicable law).

6.6 Your content, and the use of your content by us in accordance with these Terms, must not:

6.6.1 be libellous or maliciously false;

6.6.2 be obscene or indecent;

6.6.3 infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

6.6.4 infringe any right of confidence, right of privacy or right under data protection legislation;

6.6.5 constitute negligent advice or contain any negligent statement;

6.6.6 constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

6.6.7 be in contempt of any court, or in breach of any court order;

6.6.8 be in breach of racial or religious hatred or discrimination legislation;

6.6.9 be blasphemous;

6.6.10 be in breach of official secrets legislation;

6.6.11 be in breach of any contractual obligation owed to any person;

6.6.12 depict violence, in an explicit, graphic or gratuitous manner

6.6.13 be pornographic, lewd, suggestive or sexually explicit;

6.6.14 be untrue, false, inaccurate or misleading;

6.6.15 consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

6.6.16 constitute spam;

6.6.17 be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

6.6.18 cause annoyance, inconvenience or needless anxiety to any person.

7 Your content: licence

7.1 In these Terms, content"“yourmeans all works and materials (including wit graphics, images, audio material, video material, audio-visual material, scripts, software and files)

that you submit to us or our Website for storage or publication on, processing by, or transmission via, our Website.

7.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this Website and any successor Website / reproduce, store and, with your specific consent, publish your content on and in relation to our Website.

7.3 You grant to us the right to:-

7.3.1 sub-license the rights licensed to us under Section 7.2; and

7.3.2 bring an action for infringement of the rights licensed to us under Section 7.2.

7.4 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

7.5 You may edit your content to the extent permitted using the editing functionality made available on our Website.

7.6 Without prejudice to our other rights under these Terms, if you breach any provision of these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may delete, un-publish or edit any or all of your content.

## 8 Report abuse

8.1 If you learn of any unlawful material or activity on our Website, or any material or activity that breaches these Terms, please let us know.

8.2 You can let us know by email or by using our abuse reporting form.

## 9 Limited warranties

9.1 We do not warrant or represent:

9.1.1 the completeness or accuracy of any of the information, content or material published on our Website from time to time;

9.1.2 that the information, content or material published on the Website is up to date; or

9.1.3 that the Website or any service offered through the Website will remain available or be interrupted.

9.2 We reserve the right to discontinue or alter any or all of our Website services, and to stop publishing our Website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms, you will only be entitled to pro rata compensation of fees paid for the period of unavailability upon the discontinuance or alteration of

any Website services, or if we stop publishing the Website.

9.3 To the maximum extent permitted by applicable law, but subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these Terms, our Website and the use of our Website.

## 10 No reliance

10.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. Your use of our information, products and / or services that may be from time to time posted on our Website should be based on your own due diligence, which you undertake and confirm that you have carried out to your entire satisfaction. You agree that we will not be liable for any success or failure of your business, acts and / or conduct that is directly or indirectly related to the business and / or the purchase and use of our information, products and / or services that we may from time to time post on our Website.

10.2 Whilst we make significant efforts to ensure that we accurately represent the products advertised on our Website and their potential for profit, earnings statements made by us are merely estimates of what you can possibly earn. Accordingly, there is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ according to individual circumstances. The examples that we may post on our Website from time to time are not any form of guarantee, promise, representation and / or assurance as to the level of earnings that you are or may be able to generate by using our Website and the scope of our liability is limited accordingly.

10.3 As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire. No guarantees, promises, representations and/or assurances are offered by us in respect of the level of success you may experience. Your level of success in attaining the results claimed depends on the time you devote to your business, your finances, knowledge and various skills, since such skills and factors differ according to individuals.

10.4 We may from time to time post testimonials on our Website as examples of exceptional results that may have been generated from use of our Website. We wish to make clear, however, these do not, or may not, apply to the average person, and are not to be construed as any form of guarantee, promise, representation and / or assurance that anyone will achieve the same or similar results. We reiterate that each person's success (as depends appropriate) on background, his, her or its dedication, desire and motivation.



10.5 There is no assurance that examples of past earnings can be duplicated in the future. We cannot guarantee your future results and/or success. There are some unknown risks in business and on the Internet that we cannot foresee, which can reduce results. We are not responsible for your actions. Any claims made of actual earnings or examples of actual results can be verified upon request.

## 11 Third party websites

11.1 Our Website contains links to websites operated by third parties. The operation and content of those websites are determined by those third parties and will be governed by separate terms and conditions.

11.2 We do not accept responsibility or liability for the content of any third party website, as this is outside of our control and nor do we accept any responsibility for any loss or damage that you may suffer as a result of your use of any third party's website, which i any goods that you may purchase through any third party's website.

11.3 Links are provided for convenience only and inclusion of any links should not be taken to imply endorsement in any way of the site to which it links.

11.4 In order to promote responsible use of the services offered through our Website, we advise that you take the following steps when purchasing a product or service fr 11.4.1 read and ensure that you understand the terms and conditions of their website and terms and conditions of any product you might be purchasing from them;

11.4.2 clarify and / or check your understanding of relevant terms and conditions by seeking independent advice, particularly if the proposed transaction is of significant financial value to you; and / or

11.4.3 check that the entity you are dealing with is properly regulated.

11.5 In wishing to be transparent about the nature of our Website and its underlying business, we acknowledge that we may, from time to time, receive an affiliate revenue by posting links to third party websites on our Website.

## 12 Limitations and exclusions of liability

12.1 Nothing in these Terms will:

12.1.1 limit or exclude any liability for death or personal injury resulting from negligence;

12.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;

12.1.3 limit any liabilities in any way that is not permitted under applicable law; or

12.1.4 exclude any liabilities that may not be excluded under applicable law,

and, if you are using our Website otherwise than as or on behalf of a Business User, your statutory rights will not be excluded or limited by these Terms, except to the extent permitted by law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these Terms:

12.2.1 are subject to Section 12.1; and

12.2.2 govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.5 Where you have registered to use our Website as a Business User, we will not be liable to you in respect of:-

12.5.1 any loss or corruption of any data, database or software; or

12.5.2 any special, indirect or consequential loss or damage.

12.6 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Website or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

12.7 Our aggregate liability to you under these Terms shall not exceed fees, which shall be calculated by reference to the three immediate preceding months prior to the act or omission giving rise to our liability under these Terms.

## 13 Indemnity

13.1 Where you have registered to use our Website as a Business User, you hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of:

13.1.1 any breach by you of any provision of these Terms; or  
13.1.2 your use of our Website and the data contained within.

#### 14 Breaches of these Terms

14.1 Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may:

- 14.1.1 send you one or more formal warnings;
- 14.1.2 temporarily suspend your access to our Website;
- 14.1.3 permanently prohibit you from accessing our Website;
- 14.1.4 block computers using your IP address from accessing our Website;
- 14.1.5 contact any or all your internet service providers and request that they block your access to our Website;
- 14.1.6 commence legal action against you, whether for breach of contract or otherwise; and/or
- 14.1.7 suspend or delete your User Account on our Website.

14.2 Where we suspend or prohibit or block your access to our Website or a part of our Website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different User Account).

#### 15 Intellectual Property

15.1 Subject to the express provisions of these Terms:

- 15.1.1 we, together with our licensors, own and control all the copyright and other intellectual property rights in our Website and the material on our Website; and
- 15.1.2 all the copyright and other intellectual property rights in our Website and the material on our Website are reserved.

15.2 The Auto Profit System, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

15.3 The third party registered and unregistered trade marks or service marks on our Website are the property of their respective owners and, unless stated otherwise in these Terms, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 16 Variation

16.1 We may revise these Terms from time to time.

16.2 We will give you notice of any revision of these Terms, and the revised Terms will apply to the use of our Website from the date that we give you such notice; if you do not agree to the revised Terms, you will be deemed to have cancelled your account and the provisions of Section 5.6 shall apply to such cancellation.

## 17 Assignment

17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms – providing, if you are using on behalf of, an Entity, that such action does not serve to reduce the guarantees benefiting you under these Terms.

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

## 18 Severability

18.1 If a provision of a contract under these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

18.2 If any unlawful and/or unenforceable provision of a contract under these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 19 Third party rights

19.1 A contract under these Terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

19.2 The exercise of the parties' rights under a contract under these Terms is no consent of any third party.

## 20 Entire agreement

Subject to Section 12.1, these Terms shall constitute the entire agreement between you and us in relation to your use of our Website and shall supersede all previous agreements between you and us in relation to your use of our Website.

## 21 Law and jurisdiction

21.1 A contract under these Terms shall be governed by and construed in accordance with English law.

21.2 Any disputes relating to a contract under these Terms shall be subject to:-

21.2.1 in respect of an Entity, the exclusive jurisdiction of the courts of England and Wales,

21.2.2 in respect of any other users, the non-exclusive jurisdiction of the courts of England and Wales.

## 22 Statutory and regulatory disclosures

22.1 We will not file a copy of these Terms specifically in relation to each user or customer and, if we update these Terms, the version to which you originally agreed will no longer be available on our Website. We recommend that you consider saving a copy of these Terms for future reference.

22.2 These Terms are available in the English language only.

## 23 Our details

23.1 This Website is owned and operated by X4.

23.2 X4 is registered in England and Wales under registration number 08632251, and our registered office is at Welsh ICE, Britannia House, Caerphilly.

23.3 Our principal place of business is at the address above

23.4 You can contact us by writing to the business address given above, by using our Website contact details, or by email to [support@TheAutoProfitSystem.com](mailto:support@TheAutoProfitSystem.com)