

Terms and Conditions

THE REGISTRATION AGREEMENT

1. THIS AGREEMENT

- a) Agreement to these Terms and Conditions (the “Agreement”) represents the entire agreement between Valuables Recovery (“VR”), an online database platform, operating as Valuables Recovery, its affiliates and subsidiaries, and you (“the Client”) (together “the Parties”).
- b) This Agreement supersedes all prior oral or written agreements, arrangements or understandings between the Parties.
- c) The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of VR which is not set out in this Agreement.

2. THE SERVICES WE OFFER

2.1 THE REGISTRATION SERVICE

- a) Subject to its right to withdraw any listing, VR agrees to register Objects on the Database on behalf of the Client (the “Registration”). Other than this Registration, no warranties, promises or undertakings are being made to the Client through this Agreement.
- b) VR at all times has the right to determine whether an Object qualifies to be included or maintained in the Database. Should VR decline to register or, having entered, subsequently delete a Registration it will promptly notify the Client of such decision. VR will not be required to give any reason for its decision.
- c) All Objects will be searched against the Database prior to Registration, and in the event that an Object matches an item already on the Database the Client confirms that it will cooperate with VR in securing the return of the Object to its rightful owner, and if currently holding the Object which is a match for one already on the Database, the Client will continue to hold it and will not release it to a third party.
- d) On completion of Registration, confirmation of Registration and a unique reference number shall be provided to the Client by e-mail.
- e) Should VR request further information from the Client that in its sole opinion it considers necessary to complete the Registration, and the Client fails to provide the requested information within 14 days thereafter, or within such other timescale as may be set by VR, VR may decline to complete the Registration.
- f) Note that the Database is consulted or searched in response to appropriate enquiries from, amongst others, the Client and other clients, insurance companies, law enforcement agencies, auction houses, art dealers, museums, and private citizens.
- g) The Client recognises that VR has contractual obligations to, and may be paid by, any party who consults, searches or registers items on the Database.
- h) In the event that any search of the Database reveals a match with an

Object registered by the Client, VR will promptly notify the Client of this match. VR will also inform the Client if it locates or recovers any object that appears to be related to a registered Object.

i) The Client recognises that there may be occasions when, due to instructions from law enforcement agencies, VR will be obliged to delay notifying the Client and no liability will fall on VR for such late notification.

j) VR reserves the right to refuse service, terminate accounts, or remove or edit content, at its sole discretion.

2.2 THE RECOVERY SERVICE

a) The Client appoints VR to recover or to assist the Client to recover the registered Objects (the "Recovery"). In addition to locating an Object, the services to be provided by VR may include but are not limited to negotiation, liaison with police or other law enforcement agencies, liaison with third parties, investigation or research, the facilitation of mediation, the prevention of a sale which is unauthorised by the Client, and the identification or location of other Objects in respect of which the Client has suffered loss or theft.

b) In the event that the Client does not have full title to a Recovery, the Parties will use their best endeavours to obtain the agreement to the Recovery Process of any other parties with an interest; including, but not limited to, any insurer.

c) VR shall keep the Client informed of progress by telephone, e-mail, or post.

d) VR may advise law enforcement agencies, any relevant insurer and any other parties with an interest in, or that VR believes ought to be notified of, the Recovery process.

e) VR may take other steps to effect the recovery of an Object; including, with the prior written consent of the Client, offering a reward.

f) The Client will promptly notify VR in the event that an Object the subject of this Agreement has been recovered and/ or delivered to the Client by a third party; or the Client is approached by a third party holding information that may be relevant to the location or recovery of an Object; or the Client secures some benefit from its location or sale.

3. VR'S SERVICES

VR warrants to the Client that the services provided for under this Agreement will be provided using reasonable care and skill.

4. LIMITATION OF LIABILITY

a) Nothing in this agreement limits or excludes VR's liability for:

- i) death or personal injury caused by its negligence;
- ii) fraud or fraudulent misrepresentation; or
- iii) any liability which cannot be limited or excluded by applicable law.

b) Subject to clause 4. a):

i) VR shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

ii) VR's total liability to the Client in respect of all other losses arising under

or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 (Ten Thousand Pounds Sterling).

c) This clause 4 shall survive any termination of this Agreement.

5. CONFIDENTIALITY

a) VR is registered under the Data Protection Act (1998) ("DPA") as a Data Controller. Unless the Client specifically permits disclosure, information provided by the Client will be kept confidential.

b) It is, however, understood and agreed that VR may from time to time be under a legal obligation to disclose information in the course of its operation. In particular the Client acknowledges the right of VR to search its Database and in the event of a match to an Object to notify not only the Client but also any insurer of the item, loss adjuster, law enforcement agencies or any other party that in its absolute discretion VR considers should be notified.

c) The restrictions herein contained shall not apply to any information which is in, or comes into, the public domain (otherwise than in consequence of a breach by the party to whom the information was disclosed); or can be demonstrated to have been lawfully in the other party's possession prior to disclosure; or is required to be disclosed by a legally enforceable request from a competent law enforcement authority or Order from a competent court of law.

d) The Client agrees that no information provided by VR to the Client will be released to any third party without the prior written consent of VR, which shall not be unreasonably withheld or delayed.

6. WARRANTIES BY THE CLIENT

a) In the event that the Client becomes aware of the possible recovery of an Object that has been registered as lost or stolen, or is contacted by any other party in relation to the possible recovery of a lost or stolen object, the Client warrants that it will contact VR immediately. The Client also warrants that it will keep VR advised of any and all negotiations relating to an Object or its recovery.

b) The Client warrants that VR has permission to reproduce any Object whether by photograph or by illustration (including by electronic means) and the Client warrants that it will indemnify VR against all claims arising from an infringement or alleged infringement of copyright, which are made by any party in connection with VR's use of any photograph or illustration of an Object in the conduct of its business.

c) The Client warrants that it will promptly notify the VR in the event that an Object has been recovered and/or delivered to the Client by a third party; or the Client is approached by a third party holding information that may be relevant to the Location or Recovery of an Object; or the Client secures some benefit from the Location or sale of an Object.

d) The Client warrants that no information provided by VR to the Client will be released to any third party without the prior written consent of VR, such consent shall not be unreasonably withheld or delayed.

7. INDEMNITY

The Client agrees to indemnify VR from any claim, loss or expense (including reasonable legal fees in defending any such claim) whatsoever and howsoever arising out of or relating to:

- a) the use of information contained in the Database by a third party, where such information has been made available to that third party by the Client, unless prior written consent to such disclosure has been provided by VR; and
- b) any use by the Client of the Registration, or reference to VR or the Registration, in dealings with a third party which leads to VR being drawn into a dispute.

8. PUBLICITY

The Parties will consult with each other and other relevant third parties, including any relevant law enforcement agency, in relation to any public statement to be made in relation to Objects or Recoveries covered by this Agreement.

9. NOTICES

- a) Any notice given under this Agreement must be in writing and sent either by:
 - i) electronic mail, or by hand, in which case such notice shall be treated as being received on the day it is delivered unless delivery occurs after the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day; or
 - ii) registered post in which case such notice shall be treated as being received 2 working days after the date of posting.
- b) The address of each party for the service of notices shall be as set out in this Agreement (unless or until that address is changed by notice given under this clause).

10. THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights to enforce its terms.

11. LAW AND JURISDICTION FOR DISPUTES

The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales.