

**STANDARD TERMS AND CONDITIONS  
FOR THE SUPPLY OF INTERACTIVE PUBLIC VIDEO (IPV)  
GOODS AND MANAGED SERVICES  
2B ACTING LIMITED**

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Configuration Document;
- 1.2 "Client" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Configuration Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5 "Service" means the IPV service that will operate on the Client's equipment, Users' mobile devices and internet hosted servers;
- 1.6 "Supplier" means 2b Acting Limited, a company registered in England No: 5380657.

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and managed service by the Supplier to the Client.
- 2.2 Before the commencement of the service, during the setup period, the Supplier shall submit to the Client a Configuration Document which shall specify the goods and services to be supplied and the price payable. The Client shall notify the Supplier immediately if the Client does not agree with the contents of the Configuration Document. All Configuration Document content shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to Setup the service in line with the Configuration document within the estimated time frame but time shall not be of the essence in the delivery or constitute a breach of this agreement.
- 2.3 The Client shall use all reasonable endeavours to enable the Supplier to complete the setup of the service within estimated time frame where the Client is needed to provide information, proof, decide, or make additional payments or changes.

**3 PRICE AND PAYMENT**

- 3.1 The price for the supply of goods and services are set out in the Configuration Document which will be made available after the payment of the agreed setup fee for the service.
- 3.2 Invoiced amounts shall be due and payable on receipt of invoice or by monthly payment systems as detailed in the Configuration Document. Where stated, payment must be received by the Supplier prior to the service being provided unless otherwise

agreed in writing. The Supplier shall be entitled to charge interest and collection fee on overdue invoices in line with the Late Payment of Commercial debt Legislation 2002 from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the goods and services are supplied.

- 3.3 The Client agrees to reimburse the Supplier including all legal costs incurred by the Supplier in connection with any legal proceedings taken by the Supplier against the Client to recover sums outstanding under this agreement.
- 3.3 All invoices submitted by the Supplier shall be treated as agreed unless the Client notifies the Supplier of any discrepancies within 4 days of the date of the invoice.
- 3.4 All charges under this agreement shall be subjected to VAT at the prevailing rate where VAT payment is identified in the Configuration Document.

#### **4 SPECIFICATION OF THE GOODS**

All goods shall be required only to conform to the specification in the Configuration Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

#### **5 DELIVERY**

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.2 All risk in the goods / service shall pass to the Client upon commencement of use.

#### **6 TITLE**

Title in the Goods shall not pass to the Client until the Supplier has been paid in full for the Goods.

#### **7 OBLIGATIONS OF THE CLIENT**

- 7.1 To enable the Supplier to perform its obligations under this Agreement the Client shall:
  - 7.1.1 co-operate with the Supplier;
  - 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
  - 7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
  - 7.1.4 comply with such other requirements as may be set out in the Configuration Document or otherwise agreed between the parties.
- 7.2 The Client shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Client's failure to comply with Clause 7.1.

- 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Client unlawfully terminates or cancels the goods and services agreed to in the Configuration Document, the Client shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Configuration Document, and the Client agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Client's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 7.4 In the event that the Client or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Client as soon as possible and:
- 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
- 7.4.2 if applicable, the timetable for the project will be modified accordingly;
- 7.4.3  
7.4.3 the Supplier shall notify the Client at the same time if it intends to make any claim for additional costs.

## **8 ALTERATIONS TO THE CONFIGURATION DOCUMENT**

- 8.1 The parties may at any time mutually agree upon and execute new Configuration Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Configuration Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 8.2 The Client may at any time request alterations to the Configuration Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Client by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed subject to the Supplier confirming receipt of applicable deposits.
- 8.4 Where the Supplier gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Configuration Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

## **9 WARRANTY**

- 9.1 The Supplier warrants that as from the date of delivery for a period of 12 months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

- 9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

## **10 INDEMNIFICATION**

The Client shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Configuration Document infringes a patent, copyright or trade secret or other similar right of a third party.

## **11 LIMITATION OF LIABILITY**

- 11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Client to which the claim relates.
- 11.2 In no event shall the Supplier be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Client incurring such a loss.
- 11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

## **12 TERMINATION**

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **13 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the

performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Client shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

**14 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

**15 INDEPENDENT CONTRACTORS**

The Supplier and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Configuration Document.

**16 ASSIGNMENT**

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

**17 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**18 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

**19 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Configuration Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

**20 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the

subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## **21 NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **22 SPECIFIC TECHNICAL LIABILITIES: WEBSITE AND E-MAIL HOSTING**

- 22.1 Unless expressly detailed in the Configuration Document, the choice of Internet Service Provider (ISP) for hosting any page(s) shall be at the sole discretion of the Supplier.
- 22.2 The Supplier reserves the right to change ISP should business conditions or technical considerations require it.
- 22.3 Whilst reasonable effort will be made to ensure that the material remains visible on the Internet, continuous service cannot be guaranteed. The Supplier is not liable for any loss of business or other consequential loss resulting from web server down time or other situation preventing a web site from being available on the Internet. The Supplier does not accept any responsibility for loss of any kind resulting from any failure of the email or website services provided.
- 22.4 Whilst the Supplier will apply best efforts to ensure the integrity and security of a hosting server, the Supplier does not guarantee that the server will be free from unauthorised users or hackers.
- 22.5 The e-mail storage facility is not intended as long-term storage space and the Supplier recommends that e-mail is deleted from the server after collection. Maintenance, administration or support which results from exceeding the standard mailbox storage limit of 20MB may incur an administration charge at the discretion of the Supplier unless a prior agreement is made with the Client.
- 22.6 The Client is responsible for sending e-mail in accordance with any relevant legislation (including Data Protection legislation) and for sending the same in a secure manner. The Supplier will take all reasonable steps to ensure accurate and prompt routing of messages but will not accept any liability for non-receipt, misquoting or any other failure of e-mail.
- 22.7 The Client agrees to use all reasonable endeavours to keep secure any identification, password and other confidential information relating to an account and will notify the Supplier immediately of any known or suspected unauthorized disclosure.
- 22.8 Transmission of viruses. Whilst the Supplier will employ best efforts to prevent the transmission of software viruses or worms transmitted via the e-mail services provided, the Supplier does not accept any responsibility for loss of any kind caused by such a transmission.
- 22.9 The Supplier does not accept any responsibility for the nature of any incoming or outgoing e-mail transmitted by the e-mail facilities supplied to the Client.
- 22.10 The Supplier does not accept any responsibility over the accuracy or quality of information transmitted by the e-mail services supplied to the Client, and in no event will the Supplier be liable for any loss or damage to any data stored on any server used to provide any services.
- 22.11 The Client will not knowingly post, link to or transmit any material that is unlawful,

threatening, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way, any material which will constitute or encourage criminal offence, give rise to civil liberty or that violates or infringes any trademark, copyright, other intellectual property or similar rights of any person, firm or company under the laws of any jurisdiction.

## **23 SPECIFIC TECHNICAL LIABILITIES: DOMAIN NAME REGISTRATION**

- 23.1 The title to any domain name registered on the Client's behalf shall remain with the Client.
- 23.2 The registration and use of any domain name is subject to the terms and conditions of use applied by the relevant naming authority; the Client will ensure awareness with those terms and conditions and will comply with them. The Client shall have no right to bring any claim against the Supplier in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by the Client to the Supplier shall be nonrefundable notwithstanding refusal by the naming authority to register the Client's desired name.
- 23.3 The Supplier shall have no liability in respect of the use by the Client of any domain name; any dispute between the Client and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, the Supplier shall be entitled, without giving any reason, to withhold, suspend or cancel the domain name. The Supplier shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.
- 23.4 The Supplier gives no warranty or representation that a domain name is or will continue to be available for the Client's use or that no domain name is or will be registered which conflicts with this domain name or which otherwise affects your use of this domain name.

## **24 SPECIFIC TECHNICAL LIABILITIES: TECHNICAL SUPPORT / CONSULTANCY**

- 24.1 The Supplier makes every effort to ensure that support and advice given to the Client is accurate and appropriate. However, any advice, suggestion or recommendation offered by the Supplier, whether as part of the Configuration Document, other written document or given verbally, cannot be guaranteed as accurate or appropriate.
- 24.2 The Supplier does not guarantee any level of support, response time or availability, unless detailed within the Configuration Document, a separate support contract or service level agreement which has been agreed by both the Client and the Supplier.

## **25 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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