

Terms & Conditions

These are the Terms & Conditions (“Conditions”) of Veedoo Ltd of registered office of 2A Stanley Road, Oxford, Oxfordshire, OX4 1QZ, United Kingdom (hereinafter referred to as the “Company”) which shall apply to ALL Goods and Services provided by the Company to the Customer and supersedes any other Terms and Conditions set out in any other fee or other Agreement between the parties.

1. Definitions

In these Conditions entered into by the Customer of the Company the following terms shall have the following meanings and effect:

“The Customer” - means the company, firm or individual who purchases or agrees to purchase Services from the Company.

“Basic Charges” - means the Company’s charges for the provision of and/or in connection with the Services and/or other work carried out at the Customer’s request in accordance with the Company’s charging rates from time to time applying.

“The Company” - includes, its successors and assigns.

“Disbursements” - means the payment by the Company of any expenses or fees on the Customer’s behalf including without prejudice to the generality of the foregoing all out of pocket expenses, search fees, costs of consumable items, licence fees or other payments made on the Customer’s behalf.

“Lien” - means the Company’s right to keep all goods, papers, documents, money, proofs, drafts or other property held on the Customer’s behalf until such time as all monies due under this Agreement are paid in full. A Lien may be applied after any Agreement ends.

“Liability Whatsoever” - includes without prejudice to the generality of the expression all liability in tort, contract, breach of representation or implied warranty or condition or such other duties at common law including liabilities for direct, indirect or consequential losses of whatever nature and howsoever caused or arising. The term shall not apply to liabilities for death or personal injury.

“Services” - means the provision of logo and branding design, drafting of marketing material including websites, advertising and all marketing productions, provision of marketing advice and related services and goods as referred to in any quotation, advice note or other written Agreement or otherwise provided at the Customer’s request.

“Payment Terms” - means the payment terms set out in the quotation, advice note or written Agreement, Schedule, letter of engagement or other periodical update of fees notified by the Company to the Customer in writing from time to time.

“Confidential Information” - means as defined in clause 7.1 but shall include and will not be limited to all information which is not publicly known including the business, finance, technology, trade secrets and other commercially sensitive information of either party regardless of its nature.

“Price” - means the price for the provision of the Services as set out in the Schedule, Quotation, Agreement or other written document as otherwise provided by the Company to the Customer in writing.

“Rate(s)” - means the rate(s) for the time being applicable as notified by the Company to the Customer from time to time in any letter, Schedule, Agreement or otherwise notified to the client from time to time in writing in respect of the Services.

“Website Provisions” - means the provisions set out in clause 20 which will apply to all Services including those specifically obtained via the internet or any company website.

2. The Services

2.1 The Company agrees to undertake and use their reasonable endeavours to carry out the specific instructions of the Customer as set out in the Schedule hereto or otherwise set out in writing by the Customer to the Company from time to time and accepted by the Company in writing upon these Terms & Conditions only which shall prevail over any other Terms & Conditions set out in any document from the Customer.

2.2 The Company shall take all reasonable steps to complete the Services within the time scales intimated by the Company to the Customer, however, time shall not be of the essence in respect of any Agreement or any of the Services or part of the Services thereof provided by the Company and the Company shall not be liable for any liability whatsoever either directly or indirectly attributable from the result of the late delivery of any goods, services, item, products or document.

2.3 The Customer shall be solely responsible for ensuring the full and correct identification of the Services including all design drafts and proofs confirming that it complies with their requirements and is correct in all respects.

2.4 Where the Customer requires the Company to provide any additional Services or to carry out further work or duties not ordinarily carried out by the Company and/or not set out in written quo-

tation or advice note the parties shall enter into a separate agreement in respect of the same and the Company will be under no obligation in respect of such further work until such time as the further agreement is signed on behalf of both parties and the appropriate sum due paid in advance.

2.5 The Company shall be entitled to determine the manner of delivery and/or the performance of any of the Services at their sole discretion.

2.6 All descriptions of products and/or other goods are approximate only and the Company reserves the right to replace any product or goods quoted with a similarly equipped model at their sole discretion.

2.7 The provision of the Services is subject to the available research and technical information available and subject to provision of proprietary information from third parties including vendors, manufacturers and developers. Although the Company will use its reasonable endeavours to resolve any technical problems and carry out the Services in a timely and efficient manner, the client accepts that the Company may not be able to resolve all technical difficulty because of this third party information requirement.

2.8 All Services provided via the company's website are subject to the Website Provisions.

3. Customer's Obligations

3.1 The Customer shall:

3.1.1 make available to the Company and/or any appointed professional adviser full instructions and complete and accurate information to allow the Services to be carried out correctly and in accordance with this Agreement and in accordance with English and Welsh Law;

3.1.2 not ask the Company to work in an improper or unreasonable manner or provide or request inappropriate or illegal material or copy;

3.1.3 not deliberately mislead the Company in any way with regard to the Services to be provided and will provide full information and documentation when requested by the Company to the Company, any professional adviser or such other person or body nominated by the Company;

3.1.4 co-operate with the Company, its staff and all professional advisers fully and do all necessary things and execute all such documents to allow the Services to be carried out in a timely and conscientious manner;

3.1.5 ensure that an appropriate representative of the Customer is available as may be required

by the Company for clarification of any matters arising during the course of carrying out the Services;

3.1.6 ensure that they have read and are satisfied with all information, proofs drafts and designs given by on or behalf of the Company and keep the Company, its servants and agents indemnified in respect thereof;

3.1.7 be responsible for ensuring that any site, building or land occupied for the carrying out of any of the Services will be with the full consent of all legal and beneficial owners and that full licences and all other legal consents will be obtained for the use of any premises, land or buildings and that the premises are fit for the Services to be safely carried out by the Company.

4. Charges and Expenses

4.1 In consideration for the Company carrying out the Services the Client shall pay to the Company the full price for the Services at the Rate(s) as set out in the quotation or the schedule hereto or in the latest served letter of engagement, Fee Agreement or other notification given by the Company to the Customer and which shall be invoiced to the Customer in accordance with these Terms & Conditions of Business. Such invoice shall be payable without set off or deduction of any kind whatsoever in cleared funds in advance of the provision of the Services.

4.2 In respect of any additional Services, the Customer shall pay to the Company the amount of the Basic Charges without deduction or set off at the time of order by the Customer to the Company.

4.3 For all invoices issued by the Company where credit terms are agreed in advance, the Customer shall discharge in cleared funds all invoices submitted by the Company within seven days of issue of the same.

4.4 The Company has the right to charge interest at a rate of 10% per annum above the base rate for the time being of Natwest Bank Plc on all outstanding sums due to the Company under any invoice or part thereof or otherwise.

4.5 Any payments made by cheque shall not be deemed to have been made until the cheque has been honoured by the drawer's bank and cleared in the Company's bank account.

4.6 Failure to pay the price for any Services supplied or any part of the price or any monies payable by the Customer to the Company in accordance with these Conditions will entitle the Company without prejudice to the Company's other rights or remedies to refuse to make delivery of any further Services under this Agreement or under any other agreement without incurring any liability whatsoever to the Customer.

4.7 Payments received by the Company shall be applied first in settlement to any charge to interest or other cost or expense howsoever invoiced or incurred by the Company and thereafter in settling the purchase price or principal sum(s) due to the Company.

4.8 VAT or such other similar governmental tax or imposition at the applicable rate will be applied for all work carried out and will be paid in addition to the Charges as set out in the Schedule or any Fee Agreement or other written notification given by the Company.

4.9 Any quotation issued by the Company is based on the cost then obtaining of materials, labour, transport and/or other charges and such price(s) quoted are subject to a fair adjustment reflecting changes in the cost of the same incurred by the Company during the period between quotation and delivery of the Services and the Company reserves the right to make additional charges for the same.

4.10 All photographs, catalogues, drawings or documents produced by the Company as part of the Services shall remain the property of the Company until paid for in full.

5. Liability & Insurance

5.1 Save in respect of claims for death or personal injury arising from the Company's own negligence, in no event shall the Company be liable for any Liability Whatsoever including without prejudice to the foregoing any loss of data, lost profits, loss of anticipated savings, loss of business, loss of enjoyment, nor for any other damage that is an indirect or of a secondary consequence of any act or omission of the Company whether such damage was reasonably foreseeable or actually foreseen.

5.2 Save in respect of claims for death or personal injury, the Company shall not be liable for any loss or damage or Liability Whatsoever suffered by the Customer arising out of or in connection with any breach of this Agreement by the Customer or any act, misrepresentation or omission made on or on behalf of the Customer or arising from any cause beyond the Company's reasonable control.

5.3 Without prejudice to the foregoing save in the case of personal injury or death the Company shall have a maximum liability to the Client under this Agreement or otherwise for any cause whatsoever (whether in the form of additional costs of remedial services or otherwise) for only direct costs and damages and in any event such sum will be limited to a sum equivalent to the price to be paid to the Company for the Services that are the subject of the Customer's claim.

5.4 All products, information, documents, advice, information and other Services provided by the

Company and its sub-contractors are provided without warranty of any kind either express or implied including but not limited to implied warranties of fitness for a particular purpose or other infringement and the Company assumes no responsibilities for any errors, omissions or other inadequacies in the Services provided whatsoever.

5.5 The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Agreement and that the Basic Charges have been calculated on the basis of these limitations and exclusions in this Clause and that the limitations contained in this Clause 5 are reasonable in the light of all the circumstances particularly in respect of the size and nature of the Company compared to the size and nature of the Customer and his ability to obtain insurance and the Customer agrees that he will effect such insurance as is suitable having regard to his particular circumstances and this Clause in these Terms & Conditions.

5.6 The Customer's statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is excluded.

5.7 These limitations in clauses 5.1 to 5.6 will apply regardless to the form of action, whether under statute, in contract or tort, including negligence or any other form of action. For the purpose of this Clause 5 the Company includes its employees, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of the liabilities set out above in terms of the Contracts (Rights of Third Parties) Act (1999) provided that nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentations, personal injury or death.

6. Term & Termination

6.1 These Terms & Conditions of Business shall continue in force until completion of the Services unless the Agreement is terminated in accordance with any of the provisions of this Clause 6.

6.2 Either party shall be entitled to terminate this Agreement forthwith at any time by written notice to the other party if:

6.2.1 the other party commits a material breach of any of the Terms of this Agreement and if the breach is capable of remedy fails to remedy the said breach within seven days after receipt of notice in writing to do so; or

6.2.2 the other party becomes subject to an Administration Order, a Receiver or Administrative Receiver or similar appointment or if an encumbrancer takes possession of any of the other party's property or assets or if any other party enters into an agreement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent within the meaning of the Insolvency Act 1986 or ceases to be able to pay its debts as they fall due.

6.3 The Company may terminate all Agreements with the Customer at any time by twenty eight days notice in writing to the Customer without having to give reasons and without being liable for any liability whatsoever occasioned by the Customer in respect thereof howsoever arising.

6.4 Termination of this Agreement and these Terms & Conditions howsoever occasioned shall be without prejudice to any of the rights or remedies of the Company 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 continue in force on or after such termination.

7. Confidentiality

7.1 “Confidential Information” shall mean all information disclosed by one party to the other including without limitation in any written document disclosed to or obtained by one party from the other or a third party and shall include but shall not be limited to information of any products, prices, charges, Fee Agreement, these Terms & Conditions of Business, financial matters, prices or rates and any document appended thereto and all information relating to the parties’ operations, processes, plans, intentions, products, information, know-how, designs, trade secrets, market opportunities, customers and business affairs.

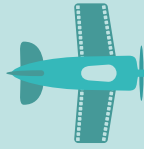
7.2 Each party will take all proper steps to keep confidential all confidential information of the other which is disclosed to or obtained by it pursuant to these Terms and/or any related Agreement and will not divulge the same to any third party except to the extent that such confidential information becomes public through no fault of that party.

7.3 Notwithstanding the termination or expiry of this Agreement for whatever reason these obligations and restrictions shall continue after termination of the said Agreement.

7.4 Each party agrees to keep the existence of and the nature of any Agreement and the provisions of these Terms & Conditions confidential and not to use the same with any other party in any publicity, advertisement or other disclosure with regard to this Agreement or these Terms without the prior written consent of the other party.

7.6 Nothing in this Clause shall prevent the Company from exploiting any drawings, inventions or software or other product or service that it develops during the term of the Agreement with the Customer and all moral and intellectual property rights in such material shall remain solely vested in the Company.

7.7 The Company will carry out the Services in accordance with the Privacy Policy set out in clause 21 which is specifically agreed by the Customer.



8. Indemnity

8.1 The Customer shall indemnify the Company fully against any losses, liabilities, costs or expenses which the Company may incur as a result of any work done in accordance with the Customer's express specifications which involves or results in any infringement of any third party right, breach of any statute, bye-law or which in any other respect causes the Company to be liable to any third party or any government authority in respect of any breach of statutory duty, tort or breach of contract or such other claim incurred as a result of information or requests made by the Customer to the Company.

8.2 The Customer undertakes that it will indemnify the Company in respect of all proceedings, costs, expenses, liabilities or damage arising out of the breach or negligent performance or failing of performance by the Customer of the terms of these Terms & Conditions or any related Agreement or any letter of engagement or in respect of any act or omission of the Customer, its officers, employees, agents or sub-contractors.

8.3 No provision in these Terms & Conditions shall operate so as to exclude any liability of any of the parties in respect of a fraudulent misrepresentation made by that party to the other or to restrict or exclude any remedy which the other party may have in respect of such misrepresentation.

9. Agency Partnership

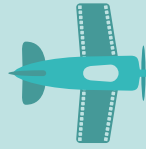
9.1 This Agreement shall not constitute or imply any partnership, joint venture, agency or fiduciary relationship or other relationship between the parties other than a contractual relationship expressly provided for in these Terms & Conditions.

10. Entire Agreement

10.1 These Terms & Conditions supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire Agreement between the parties relating to the subject matter of this Agreement and supersede or will replace any matters that conflict with these Terms & Conditions in any Fee Agreement Schedule or letter of engagement.

11. Force Majeure

11.1 Notwithstanding anything else contained in this Agreement, the Company shall not be liable for any delay in performing its obligations under this Agreement nor for any losses in respect thereof if such delay is caused by circumstances beyond its reasonable control.



11.2 Without prejudice to the generality of the previous Clause, causes beyond the reasonable control of the Company will include:

11.2.1 acts of God, explosion, flood, lightening, tempest, fire or accident;

11.2.2 war, hostilities, invasion, act of foreign enemies;

11.2.3 rebellion, revolution, insurrection, military or usurped power or civil war;

11.2.4 riots, civil commotion or disorder;

11.2.5 acts, restrictions, regulations, bye-laws, refusals to grant licences or permissions, prohibitions or measures of any kind on the part of any governmental authority;

11.2.6 import or export regulations or embargoes;

11.2.7 strike, lock-outs or other industrial actions or trade disputes of whatever nature whether or not involving employees of the Company or any third party;

11.2.8 default of suppliers or sub-contractors for any reason whatsoever where such delay is beyond the reasonable control of the Company;

11.2.9 incompleteness or inaccuracies of any technical, financial or other information or other information or obligations which are the responsibility of the Customer or any other third party;

11.2.10 any failure, default, delay or non-performance of any act or omission of any nature whatsoever on the part of the Customer, its employees, agents, suppliers or sub-contractors.

12. Notices

12.1 All notices under these Terms & Conditions or under any Fee Agreement shall be in writing and shall be deemed to have been duly given:

12.1.1 when delivered if delivered by hand during normal business hours;

12.1.2 when sent if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

12.1.3 on the second business day following mailing if mailed by national ordinary first class mail postage pre-paid.

In each case, all notices must be addressed to the most recent address, e-mail address or facsimile number notified to the other party.

13. Severance

13.1 If any provision of these Terms & Conditions is prohibited by law or adjudged by a Court of competent jurisdiction to be illegal, unlawful, void or unenforceable in whole or in part then the provision shall to the extent required be severed from these Terms & Conditions and be rendered ineffective as far as possible without modifying the remaining provisions of these Terms & Conditions and shall not in any way affect any of the circumstances of or the validity of or the enforcement of the other Terms & Conditions contained herein.

13.2 The Customer and the Company agree that should any provision of these Terms & Conditions be invalid or unenforceable then they shall forthwith enter into in good faith negotiations to amend such provision in such a way that as amended it is valid and legal and to the maximum extent possible carries out the original intent of the parties as to the point(s) in question.

14. Waiver

14.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these Terms & Conditions.

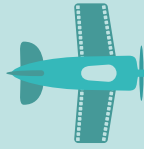
15. Time

15.1 The Company will use its reasonable endeavours to achieve completion of the Services in accordance with the time specified in any agreement, letter or otherwise sent to the client but each date appearing in any such agreement, letter or schedule is to be treated as an estimate only and time shall not be of the essence in respect of any aspect of the Services.

15.2 Time shall be of the essence in respect of any payment terms in these Conditions.

16. Sub-Contracting

16.1 The Company may perform any or all of its obligations under these Terms and Conditions any and all part of the Services through agents or sub-contractors.



17. Third Parties

17.1 Except where expressly set out in these Terms & Conditions, the parties do not intend to confer any rights to any third parties by virtue of these Terms & Conditions or any other agreement and accordingly to that extent the Contract (Rights of Third Parties) Act (1999) shall not apply to this Agreement.

18. Law & Jurisdiction

18.1 This Agreement and any disputes in respect of the same shall be governed and construed in accordance with the laws of England and Wales.

19. General

19.1 In this Agreement, unless the context otherwise requires:

19.1.1 words importing the singular number includes the plural number and vice versa;

19.1.2 words importing persons include firms, companies, corporations and vice versa;

19.1.3 references to numbered clauses and schedules are reference to the relevant clause or schedule to these Terms & Conditions.

19.1.4 the headings of any clause and paragraph in these Terms & Conditions shall not affect their interpretation.

19.1.5 any reference to any enactment include reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment.

19.1.6 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

19.1.7 any party who agrees to do something shall be deemed to fulfil that obligation if that party procures that it is done.

19.1.8 in the case of conflict or ambiguity between any provision contained in the body of these Terms & Conditions and any provision contained in any schedule, letter of engagement, Fee Agreement or other letter from the Company to the Customer the provision in the body of these Terms and Conditions shall take precedence.

19.1.9 nothing in these Conditions shall exclude or restrict the statutory rights of the Customer who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977 as amended.

19.1.10 no change, alteration or modification to these Terms & Conditions or any Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.

20. Website Provision

20.1 access to and use of the Company's website is strictly in accordance with these Terms and Conditions.

20.2 website content is for general information and use only and is subject to change at the Company's discretion.

20.3 the website uses cookies to monitor browsing preference and the Customer consents to such use with personal information being stored for use by third parties.

20.4 any information on the website is given without warranty or guarantee for any liability whatsoever and the Customer accepts it does not rely on the same as regards performance, completeness nor suitability for any purpose. All such information subject to the limitation set out in clause 5 and without prejudice to that, all liability whatsoever is excluded to the fullest extent permitted by law in respect of any errors or inaccuracies in such information.

20.5 the Customer shall use such information provided by the website entirely at their own risk and shall ensure that any products or services or information available is suitable for their specific purposes.

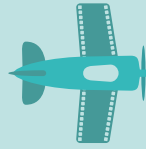
20.6 all information contained on the website is subject to the confidentiality provisions of these Terms and Conditions and without prejudice to the foregoing reproduction of whole or part of such information is expressly forbidden.

20.7 any links to other websites are for Customer convenience only and do not dignify any endorsement by nor responsibility for any kind by the Company in respect of such linked websites.

21. Privacy Policy

21.1 all information given by a Customer to the Company is wholly at their own risk.

21.2 the Company may collect personal information for any reason whatsoever and the Customer consents to the same including the receipt of promotional or other material provided by the Company from time to time.



21.3 the Company may use such personal information for market research or other related purposes and the client agrees to be contacted by such means as the Company may from time to time choose.

21.4 the company shall use its reasonable endeavours to ensure all personal information is secure to avoid unauthorised access or disclosure and shall use such safety procedures as they deem appropriate in their absolute discretion.

22. Copyright

22.1 Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Company shall vest in and belong to the Company. The Company may use any artwork or printing produced by itself for the purposes of promoting itself. The Customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the Company to reproduce the same. The Customer shall indemnify and hold the Company and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by the Company infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

22.2 All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by the Company are the intellectual property of the Company or its content providers and as between the Company and the customer all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to the Company. No reproduction of any part is allowed without written permission.