

## **BINUMI PRO LIMITED TERMS AND CONDITIONS**

(Company Registration Number - 11540817)

### **TERMS AT A GLANCE**

#### **Summary**

You (Client) are hiring us (Binumi Pro) to design and deliver Digital Event Services for the total price as outlined in the costs proposal document.

#### **What do both parties agree to do?**

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we'll need to complete the project (including text, imagery and any other information) as and when we need it and in the format we ask for. You agree to review the work, and provide feedback and approval in a timely manner. You will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out in the contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. We will endeavour to meet all the deadlines set but we cannot be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.

On top of this we'll also maintain the confidentiality of any information that you give us.

#### **Company Branding, Graphics, Photographs, Digital Assets**

You will supply us company branding, graphics, photographs or any other Digital Assets in digital format wherever possible. If you choose to buy stock photographs we can suggest vendors of stock photography. Stock photography will be charged as a cost and no mark up to the client is applied.

#### **Music & Voiceovers**

If relevant to the project, we will make suggestions for music and / or voiceovers. These will be additional items where the cost is passed on to you the client. We will either suggest 'stock' or commercially available music – the license to use both will depend on the nature of your use of that music. All license fees will be at cost to you the client and we will inform you of these prior to the choice is made. Binumi Pro will make the necessary arrangements in both cases.

#### **Changes and Revisions**

The estimate/quotation prices included in the costs proposal document are based on the number of 'man days' that we believe we'll need to accomplish everything that you have told us you want to achieve.

If you do want to change your mind or add extras that won't be a problem. In the costs proposal you will receive, or subsequent contract signed, there will be built-in opportunities for changes and revisions. However, beyond these included changes and revisions, you will be charged the 'man day' rate set out in the estimate/quotation we gave you. We will of course supply you with further quotations and cost proposals against these changes and revisions. Along the way we might ask you to put requests in writing so we can keep track of changes.

#### **Legal**

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## Delivery

For all digital work, we will develop your project at our studios, test it on our systems and then implement the creative work on site at the project installation site. Any files that require updating over time and any system updates that are required will be done on site.

## Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork digital or otherwise, that you provide us for inclusion in the projects are either owned by yourselves, or that you have permission to use them. When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics, animations and other visual elements that we create for you for this project. We'll give you a copy of all final delivered files and you should store them safely as we are not required (although we generally do) to keep them or provide any native files we used to make them.

You also own text content, photographs and other data you provided, unless someone else owns them.

We reserve the right to display your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books unless we specifically agree not to in relation to specific project sensitive work.

Any new video material for any Subscriber, User or end Client created by Binumi Pro in the course of undertaking such editing, production, animation or titling of any video material provided to or originated by Binumi Pro makes use of proprietary software owned and licensed by Binumi Pro. For the avoidance of doubt, the skills involved in the creating editing and production of the end video content is deemed Intellectual Property that is owned by Binumi Pro. As such, the source code, original files, documentation or knowledge used in creating this video content will not be transferred or shared with any User, Subscriber or client of Binumi Pro and no User, Subscriber or client of Binumi Pro shall have any rights of ownership to this information.

## Payments

In undertaking a project we require the following payment terms to be adhered to unless agreed otherwise at the outset of the project.

A deposit is payable for all projects, in advance of work commencing. The percentage deposit to be paid will be agreed with you in advance. 30 day payment terms apply once work has been completed. Monthly invoices will be submitted for work completed if on a retainer/service contract.

**Please read the STANDARD TERMS AND CONDITIONS on the following pages:**

## **STANDARD TERMS AND CONDITIONS**

THESE ARE THE STANDARD TERMS AND CONDITIONS REFERRED TO IN THE FOREGOING CONTRACT BETWEEN BINUMI PRO LIMITED AND [YOU THE CLIENT]

### **1. DEFINITION OF TERMS**

BINUMI PRO - Binumi Pro Limited

The Client - the entity which enters into a contract with BINUMI PRO

The Services - the subject matter of the contract between the Client and BINUMI PRO

The Work Product - the deliverables created as a result of the performance of the Services by BINUMI PRO

### **2. FEES**

#### **2.1 Fee Payable**

A non refundable deposit in the amount agreed is due immediately upon the signing of the contract. The remaining balancing payment shall become due when the Services are completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Services and Clause 4.4 Rejected Services hereof. BINUMI PRO reserves the right not to begin the Services until the said deposit has been paid in full.

#### **2.2 Maintenance & Support Fees**

Maintenance and support fees, if included in the contract, shall be as specified in the costs proposal and as agreed with the client.

### **DISCLAIMERS**

#### **3.1 Third Parties**

BINUMI PRO can take no responsibility for services provided by third parties through us or otherwise.

#### **3.2 Extent of Services**

Installation of the project is limited to the uploading of all necessary files to the Content Management System and testing of its functionality or delivery otherwise as agreed.

#### **3.3 Consequential Loss**

Under no circumstances will BINUMI PRO be responsible or liable for financial or other indirect loss or damage caused by the failure or use or misuse of the Work Product provided. The Client should ensure that data on their systems is regularly backed up and that a contingency plan is in place to minimize any possible losses as a result of any failure of the Services. In no event shall the total amount of any claim(s) in respect of the Services provided or in relation to any other aspect of the relationship between BINUMI PRO and the Client exceed the total amount of fees payable to BINUMI PRO by the Client in respect of the Services provided under this contract.

Unless a support service (ongoing contract) has been agreed in respect of the Services provided under this contract, BINUMI PRO will not be liable for any ongoing support requirements or any loss or damage occurring after delivery of the Services has taken place.

#### **3.4 Status and Duration of Offers**

Proposals and offers are valid for a period of one month from the date issued. BINUMI PRO is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the Services has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

### **4. COMPLETION OF SERVICES AND PAYMENT**

#### **4.1 Completion of Services**

BINUMI PRO warrants completing the Services in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. BINUMI PRO will not charge more than the amount previously agreed unless the Client has varied the specifications of the Services since the date of submission of the quotation. BINUMI PRO will not undertake changes to the specifications of the Services which would increase the cost, without prior written authorisation from the Client.

#### **4.2 Supply of Materials**

The Client is to supply all materials and information required for BINUMI PRO to complete the Services in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed or digital materials. Where the Client's failure to supply such materials leads to a delay in completion of the Services, BINUMI PRO has the right to extend previously agreed deadlines for the completion of the

Services by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Services for more than 21 days, BINUMI PRO has the right to invoice the Client for any part or parts of the Services already completed. Any such sums invoiced will be due and payable as at the date of the invoice.

#### 4.3 Approval of Work Product

On completion of the Services, the Client will be notified and have the opportunity to review the Work Product as per the proposal submitted to the Client. The Client should notify BINUMI PRO, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work Product which has not been reported in writing to BINUMI PRO as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, Work Product cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment under Clause 2.1 Fee Payable will become due. This Contract will remain in effect until all obligations have been completed in terms of this Clause.

#### 4.4 Rejected Work Product

If the Client rejects the Work Product within the 7 day review period, or will not approve subsequent Work Product produced by BINUMI PRO to remedy any points reported by the Client as unsatisfactory, and BINUMI PRO considers that the Client is unreasonable in its repeated rejection of the Work Product, the Contract will be deemed to have been completed and BINUMI PRO may take any legal measures to recover both payment for the completed Services and reasonable expenses incurred in recovering payment.

#### 4.5 Payment

Upon completion of the 7 day review period, BINUMI PRO will invoice the Client for the balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued.

#### 4.6 Remedies for Overdue Payment

If payment has not been received by the due date, BINUMI PRO has the right to suspend ongoing for the Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, BINUMI PRO has the right to replace, modify or remove the project content and revoke the Client's license of the Work Product until full payment has been received. By revoking the Client's license of the Work Product or removing content, BINUMI PRO does not remove the Client's obligation to pay any outstanding

monies owing.

## 5. INTELLECTUAL PROPERTY

### 5.1 Offers and Proposals

Offers and proposals (including any pitches) made by BINUMI PRO to potential clients should be treated as trade secrets and remain the property of BINUMI PRO. BINUMI PRO returns full intellectual property rights in respect of such material. In particular, such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from BINUMI PRO. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

### 5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to BINUMI PRO for inclusion in the project content. The conclusion of a contract between BINUMI PRO and the Client shall be regarded as a guarantee by the Client to BINUMI PRO that all such permissions and authorities have been obtained and that the inclusion of such material for the project would not either constitute a criminal offence or give rise to civil liability. By agreeing to these terms and conditions, the Client removes the legal responsibility of BINUMI PRO and indemnifies the same from any claims or legal actions however related to the content of the Client's project.

### 5.3 Licensing

Once BINUMI PRO has received full payment of all outstanding invoices and the Work Product has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a perpetual 'license' to use all original material included in the Work Product. Any music or other material which is subject to a separate license from a third party will be subject to the particular terms of the relevant license.

### 5.4 Trade Secrets

Any code or programming created by BINUMI PRO that is not freely accessible to third parties and not in the public domain, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from BINUMI PRO. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code created by BINUMI PRO or their suppliers. BINUMI PRO acknowledges the intellectual

property rights of the Client. Information passed in written form to BINUMI PRO, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

## 6. RIGHTS AND RESPONSIBILITIES

### 6.1 Right to Terminate

BINUMI PRO reserves the right to refuse or terminate a contract without prior notice, if it is believed that any material used in the project is illegal or immoral.

### 6.2 Events Beyond the Control of BINUMI PRO

BINUMI PRO will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of BINUMI PRO.

### 6.3 Supply and Pricing of Services

BINUMI PRO reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

## 7. INTERPRETATION

### 7.1 Governing Law and Jurisdiction

This contract and all claims brought in relation to the contract or concerning the relationship between BINUMI PRO and the Client is subject to the laws of England and Wales and the jurisdiction of the Courts of England and Wales.

### 7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

### 7.3 Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

### **Standard Terms and Conditions 1st January 2018**

### **Version 1.01**