

## Rosewood Media Terms and Conditions

This Agreement governs the provision of certain marketing support services as defined in the Schedule. Submission of an order by the Customer confirms that these Terms and Conditions have been read and constitutes acceptance of these Terms and Conditions by the Customer.

### 1. Definitions used in this Agreement

**"Agreement"** This document, containing the Terms and Conditions governing the relationship between the Company and the Customer for the provision of the Services.

**"Company"** Rosewood Media Limited, company number 5722711, of 29 Water Street, Stamford, Lincolnshire, PE9 2NJ, provider of the Services as provided under this Agreement.

**"Customer"** The user of the Services provided under this Agreement, as detailed in the Schedule.

**"Schedule"** Description of the Services to be provided by Rosewood Media to the Customer, as appended to this Agreement.

**"Services"** Services provided by Rosewood Media to the Customer, as outlined in the Schedule.

### 2. Commencement and duration of this Agreement

- 2.1. By submitting the order form to the Company together with payment the Customer is offering to use the Services. The Company is not obliged to supply the Services to the Customer until it has confirmed acceptance of the Customer's order and this shall be when the contract is made.
- 2.2. The Company will provide the Services to the Customer as agreed between the parties and upon payment of the correct fees and in accordance with Clause 5, unless terminated earlier by either party in accordance with Clause 10.
- 2.3. The Customer warrants that they have the authority to enter into this Agreement with the Company.

### 3. Provision of Rosewood Media Services

- 3.1. The Company will provide the Services to the Customer with reasonable skill and care and in accordance with the provisions of this Agreement.
- 3.2. The location, timing, frequency and delivery of the Services will be as agreed between the parties.

### 4. Electronic Mail Communication

- 4.1. The Customer and Rosewood Media will exchange prospect and client appointment details and other prospect and client information using electronic mail ("email") as agreed from time to time.
- 4.2. The Customer understands and acknowledges that due to the nature of the internet and software email service may be unavailable from time to time. The Company agrees that it will use its reasonable endeavours where such unavailability is under its control to reinstate the service as quickly as possible. Such unavailability

shall not constitute a material breach of this Agreement.

- 4.3. The Customer accepts and acknowledges that email communication, like other internet applications, cannot be guaranteed to be secure and the Company does not guarantee the detection or prevention of any unauthorised attempts to access email communications.
- 4.4. The Company shall not be responsible for the quality of the Customer's internet access service, nor any faults related to it.

### 5. Fees

- 5.1. The Customer agrees to pay the appropriate charges to the Company for the Services as detailed in the Order.
- 5.2. The Customer understands that prompt payment is essential for smooth running of the Services and undertakes to make payment of each invoice within 72 hours of issue.

### 6. Use of the Services

- 6.1. The Customer warrants to the Company that it has the legal right to use the Services.
- 6.2. The Customer is responsible for complying with any UK regulations that govern its type of business. The Customer warrants to the Company that it complies with the relevant regulatory requirements with respect to the provision of the Services.
- 6.3. The Customer agrees to use the Services for lawful purposes only, and not in a way that is unlawful, fraudulent, or designed to circumvent current UK legislation.
- 6.4. The Customer agrees to indemnify the Company on a full indemnity basis for any losses, expenses or other costs incurred by the Company (including legal fees) that result from any breach of clauses 6.1, 6.2, or 6.3 by the Customer.

### 7. Personal Data

- 7.1. In using the Services the Customer consents to the use of personal information being used to process its application, and being provided to selected third parties for the purposes of providing and operating the current Services and any additional future Services requested by the Customer and as required or permitted by law from time to time.
- 7.2. The Company will not use the Customer's personal data for marketing any third party products.
- 7.3. The Company confirms that it is registered under the Data Protection Act 1998.

## **8. Intellectual Property Rights**

The intellectual property rights in the Rosewood Media business including the name, logo, concepts, ideas, know-how, processes, architecture, design templates and software are and shall remain the property of the Company.

## **9. Limitation of Liability**

- 9.1. Neither party shall be liable to the other for any claims for indirect or consequential losses whether arising from negligence or otherwise.
- 9.2. In no event shall the Company's liability exceed the price paid by the Customer for the Services connected with any claim.
- 9.3. The parties agree that these terms and conditions represent the entire Agreement between the parties relating to the sale and purchase of the Services and that no statement or representations made by either party have been relied upon by the other in agreeing to enter this Agreement.

## **10. Cancellation, Suspension and Termination of this Agreement**

- 10.1. Either party may terminate this Agreement by giving 3 months notice in writing.
- 10.2. Either party may terminate this Agreement or the Services provided under it immediately, without notice, if the other commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy the breach within 14 days of a written notice to do so.
- 10.3. The Company may immediately suspend or terminate this Agreement or suspend the provision of the Services in the event that:
  - 10.3.1. it is directed by any competent authority to cease the provision of the Services or any part of it;
  - 10.3.2. the Customer fails to pay the fees as required by Clause 5;
  - 10.3.3. the Customer uses the Services in breach of Clause 6 of this Agreement.

## **11. Force Majeure**

Neither party will be liable to the other for any failure to deliver the Services, or for any breach of this Agreement, where such failure or breach is due to a cause outside the reasonable control of such party, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation, or national or local emergency.

## **12. General Provisions**

- 12.1. The Company reserves the right to update and change the terms of this Agreement (including the fees), at any time.

- 12.2. Notices given under this Agreement must be in writing and should be delivered by e-mail to the Company at the Company's e-mail address (contracts@rosewoodmedia.com), and to the Customer at the e-mail address originally submitted by the Customer, or any updated e-mail address that may have been supplied to the Company.
- 12.3. The Company may assign, sub-contract or otherwise deal with its rights or obligations under this Agreement without giving prior notice.
- 12.4. If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remainder of this Agreement will not be affected.
- 12.5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not a party to this Agreement.

## **13. Registered Office**

The Company's registered office is situated at 29 Water Street, Stamford, Lincolnshire, PE9 2NJ.

## **14. Law**

This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

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