

Aura Ads Terms of Service

1. Definitions

In these Conditions the following definitions apply:

Applicable Laws: all applicable laws, statutes, regulations, and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.30 pm on any Business Day.

Commencement Date: the date the Contract commences pursuant to clause 3.

Conditions: means the terms and conditions set out in this document as amended from time to time in accordance with clause 18.

Content: branded videos or moving images.

Content Plan: the creation of Content by VSRA on a monthly basis on either a Launch Plan, Grow Plan or Scale Plan or such other customised scope as agreed between the parties. The applicable content plan may vary from month to month as agreed between the parties.

Content Plan Fees: the Content Plan fees specified on the aura ads website (aura-ads.co.uk) and any other fees agreed between the parties in an Order Form, or as otherwise agreed in writing from time to time (including Requested RAW Files fees).

Contract: the Contract between VSRA and the Customer for the sale and purchase of the Services.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases the Services from VSRA.

Customer's Equipment: any equipment, including tools, systems, cabling, or facilities, provided by the Customer, its agents, subcontractors, or consultants which is used directly or indirectly in the supply of the Services.

Customer Materials: all documents, information, items, products, or materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to VSRA in connection with the Services.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation

((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Deliverables: video Content provided by VSRA to the Customer in accordance with the Content Plan and specification agreed between the parties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Material Revision Request: a Revision Request which, in the reasonable opinion of VSRA, materially alters the Deliverables.

Minor Revision Request: a Revision Request which is deemed a minor revision request by VSRA, and can include minor caption modifications (grammar, font choice, style/colour, sizing, positioning, removing, adding, stylisation) sequencing and composition (re-arrangement of footage and basic framing) effect modifications (remove or replace basic effects or transitions) colour correction, sound effects & music changes. VSRA may at its discretion deny minor Revision Requests if in VSRA's reasonable opinion, they are inconsequential to the overall message of the Deliverables or may impact the quality of the provision of future Deliverables.

Order Form: an order form between the Customer and VSRA incorporating these Conditions and setting out any additional terms agreed between the parties and confirming VSRA's acceptance of a Customer's order.

Personal Data: as defined in the Data Protection Legislation.

RAW Files: the whole unedited crude output of a video or still camera recording.

Requested RAW Files: as defined in clause 9.

Revision Requests: a request to make an amendment(s) to the Deliverables

Services: the Content creation service provided by VSRA in accordance with the Content Plan including the provision of the Deliverables.

Sub-Processor: means a processor (as defined in the Data Protection Legislation) engaged by VSRA or by any other sub-processor for carrying out processing activities in respect of the Personal Data on behalf of the Customer.

Work Product: includes all RAW Files, video files, audio files, and edited Content created during the

production process.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

VSRA: VISAURA LIMITED incorporated and registered in England and Wales with company number 10744625 whose registered office is at Unit 12 Royal Stuart Workshops, Adelaide Place, Cardiff, Wales, CF10 5BR.

VSRA's Equipment: any equipment, including tools, systems, cabling or facilities, provided by VSRA to the Customer and used directly or indirectly in the supply of the Services including any such items specified in concept descriptions or at content planning meetings.

2. Interpretation

In these Conditions, unless the context otherwise requires:

Clause, Schedule, and paragraph headings shall not affect the interpretation of this Contract.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

This Contract shall be binding on, and ensure to the benefit of, the parties to this Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract.

A reference to a statute or statutory provision shall include all subordinate legislation made at the date of this Contract under that statute or statutory provision.

A reference to writing or written includes email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to this Contract or to any other Contract or document referred to in this Contract is a reference of this Contract or such other Contract or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Commencement and Duration

- 3.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 3.2. The Customer's order for Services constitutes an offer by the Customer to purchase Services from VSRA in accordance with these Conditions.
- 3.3. The order shall only be deemed to be accepted when either:
 - (a) VSRA issues written acceptance of the order, either through an Order Form or any other confirmation in writing including email; or
 - (b) if earlier VSRA commences performance of the Services:

at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 3.4. The Contract shall commence on the Commencement Date and shall continue unless terminated in accordance with clause 14 (**Term**).

4. VSRA's Responsibilities

- 4.1. VSRA shall use reasonable endeavours to complete the Services, and deliver the Deliverables to the Customer, in accordance with this Contract and any specification for the Services agreed between the parties in all material respects.
- 4.2. VSRA shall use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time for performance by VSRA shall not be of the essence of this Contract. The Customer acknowledges that VSRA is only able to perform the Services once VSRA in receipt of the Customer Materials, and any agreed performance dates between VSRA and the Customer are contingent on receipt of the Customer Materials.
- 4.3. VSRA's manager for the Services is Ryan Walton who shall have authority to contractually bind VSRA on all matters relating to the Services.

5. Customer's Obligations

- 5.1. The Customer shall:
 - (a) cooperate with VSRA in all matters relating to the Services;

- (b) appoint a manager for the Services and notify VSRA within 5 working days of the Commencement Date the details of such person, that person shall have the authority to contractually bind the Customer on matters relating to the Services;
- (c) provide, for VSRA, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by VSRA in order to perform the Services;
- (d) Subject to clause 7, allow VSRA full artistic license and final decisions in respect of the Deliverables;
- (e) provide to VSRA in a timely manner all Customer Materials required for production of the Deliverables. The Customer shall continue to pay VSRA's monthly fee in respect of the Services whilst VSRA is awaiting delivery of the Customer Materials;
- (f) inform VSRA of all health and safety and security requirements that apply at any of the Customer's premises;
- (g) ensure that all the Customer's Equipment and Customer Materials are in good working order and suitable for the purposes for which they are used in relation to the Services and conform to all relevant United Kingdom standards or requirements;
- (h) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable VSRA to provide the Services, including in relation to the installation of VSRA's Equipment, the use of all Customer Materials and the use of the Customer Equipment, in all cases before the Commencement Date;
- (i) provide Revision Requests in accordance with clause 7;
- (j) be responsible for all shipping & associated costs when delivering Customer Materials, products, or other goods necessary for performance of the Services; and
- (k) notify VRSA in writing within 2 Business Days, where the Customer has mistakenly upgraded or downgraded its Content Plan through the Customer's aura ads account. If the Customer does not notify VRSA within the 2 Business Days, the change to the Customer's account will become effective for the applicable month and VRSA will be unable to issue the Customer a refund.

5.2. Whilst VRSA believe in the quality of its Services, the Customer acknowledges that the Services should not be relied upon to provide a particular result or financial return for the Customer. The Customer accepts responsibility for the selection of the Services to achieve its intended results and VRSA shall not be liable for any failure of the Customer to achieve its intended results.

- 5.3. If VSRA's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, VSRA shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. Non-solicitation

The Customer shall not, without the prior written consent of VSRA, at any time from the Commencement Date to the termination or expiry of this Contract, solicit or entice away from VSRA or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of VSRA in the provision of the Services.

7. Changes and Revisions

- 7.1. Once the Deliverables have been sent to the Customer, the Customer has up to 48 hours to communicate any Revision Requests to VSRA from the time of delivery of the Deliverables.
- 7.2. Subject to this clause 7, VSRA shall complete a Minor Revision Request within 72 Business Hours of accepting the Revision Request in writing.
- 7.3. VSRA may reject any Material Revision Requests. Where VSRA accepts any Material Revisions Requests, VSRA will use its reasonable endeavours to amend the Deliverables and provide such Material Revision Request in a timely manner but such Material Revision Request may be subject to additional charges, as communicated to the Customer in writing by VSRA prior to commencing such Material Revision Requests.
- 7.4. The Customer may request a maximum of two Revision Requests per subscription month. If the Customer is on the launch Content Plan, the Customer may request a maximum of one Revision Request per month.

8. Payment

- 8.1. In consideration of the provision of the Services by VSRA, the Customer shall pay the Content Plan Fees.
- 8.2. The Customer shall provide to VSRA valid, up-to-date and complete credit card details and authorise VSRA to bill such credit card the applicable Content Plan Fees, from the Commencement Date, monthly in advance of provision of the Services for the respective month.
- 8.3. Subject to clause 15.1(a), to the extent that VSRA provides the Customer with an invoice for the Content Plan Fees or any part of the Content Plan Fees, the Customer shall pay such invoice within 14 days of receipt.
- 8.4. After the Customer has reached 12 successful payments, VSRA may automatically increase the Content Plan Fees in line with the percentage increase in the Retail Prices Index.
- 8.5. VSRA reviews the Content Plan Fees regularly and may change the monthly Content Plan Fees from time to time, only after providing 30 days' notice to the Customer. Such notice shall be made via email, in person or by direct mail. If the Customer does not consent to the proposed price change, VSRA reserves the right to terminate the Contract.

8.6. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay VSRA any sum due on the due date:

(a) The Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) VSRA may suspend all or part of the Services until payment has been made in full.

8.7. All quoted sums payable to VSRA under this Contract:

(a) Are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual Property Rights

9.1. In relation to the Deliverables:

(a) On receipt of payment in full in respect of the Services, VSRA assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables.

(b) Unless otherwise stated in writing on or before the Commencement Date, the Customer shall grant VSRA a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to copy and use the Deliverables for the purpose of promoting VSRA's business.

9.2. Subject to clause 9.1, the Customer acknowledges that VSRA retains ownership and all Intellectual Property Rights in the Work Product. The Customer further acknowledges that all Work Product is stored on VSRA's servers for 60 days from the date of production, thereafter VSRA reserves the right to delete the Work Product without notice to the Customer.

9.3. Subject to clause 9.2, the Customer may request RAW Files and the Customer acknowledges an additional fee shall be payable in respect of the requested RAW Files as communicated to the Customer by VSRA in writing (**Requested RAW Files**).

9.4. On receipt of payment in full for the Requested RAW Files, VSRA assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Requested RAW Files.

9.5. Unless otherwise stated in writing on or before payment for the Requested RAW Files, the Customer grants VSRA a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to copy and use the RAW Files for the purpose of promoting VSRA's business and for the purposes of continuing to providing the Services to the Customer during the Term.

9.6. In relation to the Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

- (b) grants VSRA a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the Term for the purpose of providing the Services to the Customer.

9.7. VSRA:

- (a) warrants that the receipt, use and onward supply of the Services and the Deliverables to the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party
- (b) shall, subject to clause 13 (Limitation of liability), indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables; and
- (c) shall not be in breach of the warranty at clause 9.7(a), and the Customer shall have no claim under the indemnity at clause 9.7(b), to the extent the infringement arises from:
 - (i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;
 - (ii) any modification of the Deliverables or Services, other than by or on behalf of VSRA; and
 - (iii) compliance with the Customer's specifications or instructions.

9.8. The Customer:

- (a) warrants that the receipt and use of the Customer Materials in the performance of this Contract by VSRA, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify VSRA in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by VSRA arising out of or in connection with any claim brought against VSRA, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this Contract of the Customer Materials.

9.9. If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to

rely on the indemnity at clause 9.7(b) or clause 9.8(b) (as applicable) (IPRs Claim);

- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Compliance with laws and policies

10.1. In performing its obligations under this Contract, VSRA shall comply with:

- (a) the Applicable Laws; and
- (b) any policies provided by the Customer to VSRA on the Commencement Date, provided that the Customer shall give VSRA not less than one month's notice of any change to such policies.

11. Data Protection

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.
- 11.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and VSRA is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.3. Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to VSRA for the duration and purposes of this Contract.
- 11.4. Without prejudice to the generality of clause 11.1, VSRA shall, in relation to any Personal Data processed in connection with the performance by VSRA of its obligations under this Contract:
 - (a) process that Personal Data only on the written instructions of the Customer unless VSRA is required by Applicable Laws to otherwise process that Personal Data. Where VSRA is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, VSRA shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit VSRA From so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal

Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or VSRA has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) VSRA complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) VSRA complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

11.5. VSRA has the Customer's general authorisation for the engagement of any Sub-Processors who VSRA has appointed as at the Commencement Date. VSRA shall give the Customer 30 days

written notice prior to any intended changes concerning the addition or replacement of a Sub-Processor or any change to the processing they will undertake (**Objection Period**). Each such notice shall include details of the processing activities to be undertaken by the new or replacement Sub-Processor and the identity and contact details of that proposed Sub-Processor. The Customer shall not unreasonably withhold, condition, delay, or object to the appointment of any Sub-Processor or to any change to the processing undertaken by any Sub-Processor. Provided VSRA has complied with its obligations under this Contract it shall be permitted to engage such new or replacement Sub-Processor following the end of the Objection Period if the Customer does not object prior to the end of the Objection Period.

- 11.6. The Customer shall, indemnify the VSRA in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by VSRA arising out of or in connection with any claim brought against VSRA arising from or in connection with the Customer's use of Personal Data which does not comply with Data Protection Legislation.

12. Confidentiality

- 12.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

- 12.2. Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

13. Limitation of liability

- 13.1. VSRA has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover VSRA has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

- 13.2. Nothing in this clause 13 shall limit the Customer's payment obligations under this Contract.

- 13.3. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

- 13.4. Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.5. Subject to clause 13.3 and 13.4, VSRA's total liability to the Customer shall not exceed the fees paid to VSRA in the 12 months preceding the event giving rise to the liability. If the event giving rise to liability under this Contract occurs in the first 12 months of the Contract, then VSRA's liability shall be limited to the fees paid by the Customer to VSRA in the first 12 months of the Contract.
- 13.6. Subject to clause 13.4, this clause 13.6 sets out specific types of losses that are excluded:
- (a) Loss of profits
 - (b) Loss of sales or business.
 - (c) Loss of agreements or contracts
 - (d) Loss of anticipated savings
 - (e) Loss of use or corruption of software, data, or information.
 - (f) Loss of or damage to goodwill.
 - (g) Indirect or consequential loss.
- 13.7. VSRA has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.
- 13.8. Unless the Customer notifies VSRA that it intends to make a claim in respect of an event within the notice period, VSRA shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14. Termination

- 14.1. Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to

pay its debts as they fall due or admits inability to pay its debts;

- (c) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(b) to clause 14.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2. Without affecting any other right or remedy available to it, either party may terminate the Customers' Content Plan at any time with 30 days written notice.

14.3. VRSA may terminate the Customer's Content Plan with immediate effect by giving written notice to the

Customer:

- (a) if the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 30 days after being notified to make such payment: or
- (b) If there is a change of Control of the Customer.

15. Consequences of Termination

15.1. On termination or expiry of the Contract:

- (a) the Customer shall immediately pay to VSRA all of VSRA's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, VSRA may submit an invoice, which shall be payable immediately on receipt;
- (b) to the extent VSRA holds complete and finished Deliverables on termination, these will be provided to the Customer, but the Customer will be unable to submit a Revision Request unless otherwise agreed in writing between the parties;
- (c) to the extent VSRA holds partially finished Deliverables on termination, the Customer may request such partially finished Deliverables, provided that the Customer's request is in writing and the Customer pays the applicable pro rata fee communicated by VSRA to the Customer. Where the Customer has paid the Content Plan Fees which relate to the partially finished Deliverables, and has paid more than such pro rata fee, the Customer will be refunded as applicable;
- (d) to the extent the Customer is in possession of VSRA's Equipment, the Customer shall, return all of VSRA's Equipment within 10 days of termination of the Contract and if the Customer fails to do so, VSRA may enter the Customer's premises and take possession of VSRA's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (e) VSRA shall on request hold all of the Customer's Equipment and products and the Customer must arrange for collection of the products within 90 days of cancellation of an account; and
- (f) the following clauses shall continue in force: clause 1 (Definitions), Clause 2 (Interpretation) clause 6 (Non-solicitation), clause 9 (Intellectual Property Rights), clause 11 (Data Protection) clause 12(Confidentiality), clause 13 (Limitation of liability), clause 15 (Consequences of Termination), clause 19 (Waiver), clause 21 (Severance), clause 23 (Conflict), clause 26 (Governing Law) and clause 27 (Jurisdiction).

15.2. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16. Force Majeure

- 16.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;

- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (h) interruption or failure of utility service.

16.2. Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than one month, the party not affected by the Force Majeure Event may terminate this Contract by giving one month's written notice to the Affected Party.

17. Assignment and other dealings

This Contract is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

18. Variation

VSRA has the right to vary these Conditions from time to time on giving the Customer at least 7 days' notice in writing.

19. Waiver

- 19.1. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.2. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and Remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire Agreement

- 22.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 22.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

23. Conflict

If there is an inconsistency between any of the provisions of these Conditions and the provisions of the Order Form, the provisions of the Order Form shall prevail.

24. Third Party Rights

- 24.1. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 24.2. The rights of the parties to rescind or vary this Contract are not subject to the consent of any other person.

25. Notices

- 25.1. Any notice or other communication given to a party under or in connection with this Contract shall be either;

(a) delivered by hand or by pre-paid first-class post or other next working day delivery

service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by such email addresses as from time to time advised by each party.

25.2. Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

25.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing Law

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.