

# JUST-PRODUCTIONS

## Web Services

### Terms & Conditions

*PLEASE READ THEM CAREFULLY.*

If these terms and conditions are unacceptable to you please leave the site immediately.

(1) In these terms and conditions, the "Company" means Just Productions International Ltd. and the "Client" means the person or entity which has agreed to purchase goods and/or services from the Company. The "Work" means the work that the Client has instructed the Company to carry out pursuant to this agreement, including development, maintenance and/or hosting of the Client's website (the "Website") (as set out in the Client Agreement to which these terms and conditions are attached), and the "Agreement" means the overall agreement between the Company and the Client in relation to the Work including these terms and conditions ("Conditions") and the Client Agreement.

(2) These Conditions take precedence over each conflicting term and condition which may be put forward by the Client at any time. These Conditions are available on the Company's website at all times and should be viewed by the Client prior to entering into the Agreement. Upon entering into the Agreement, the Client confirms that it has read these Conditions and accepts them in their entirety.

(3) The Client and the Company have agreed the basic scope and nature of the Work prior to entering into the Agreement. Any changes to the scope and/or nature of the Work after the Agreement has been entered into shall be agreed by both the Client and the Company and evidenced in writing. The Company reserves the right to alter the agreed price and to extend timescales to reflect the changes in scope and/or nature of the Work.

(4) The Company reserves the right to control and restrict any content on the Website and shall have sole discretion to delete and remove, without advance notice, any information deemed by the Company as illegal, tortuous, false, misleading, fraudulent, libellous, immoral, offensive or otherwise not in conformity with the policies and style of the company. The Client acknowledges that the Company may unilaterally write or re-write reasonable rules and regulations necessary for the orderly operation of the Company's network and that the Client will be bound accordingly.

(5) Although the Company shall have the right to approve the design, content and links to and from the Website, the Company assumes no responsibility to do so. The Client agrees to be solely responsible for the content of the Website and the accuracy of all information provided therein.

(6.1) The Client grants to the Company an indefinite, irrevocable, royalty-free, unrestricted right to use, transfer, modify and maintain content prepared by the Company on the Website. The Client represents and warrants that: (a) the use, as contemplated by the Agreement, of the material supplied by the Client shall not infringe any copyright, trademark, trade secret or other third party proprietary right; (b) such material is not blasphemous, offensive or defamatory or in any other way illegal; and (c) there is no impediment to the Client's performance of its obligations hereunder.

(6.2) The Client shall indemnify the Company and keep the Company at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Company on a solicitor and own client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by the Client of any Client's undertakings, covenants, warranties or obligations under the Agreement.

(7) Website production timelines are dependent upon Client input and approvals at each stage of the development

process. Without this input, development timelines may vary. Whilst timelines are given in good faith, the Company shall not be liable for any failure to produce the Website within a reasonable period following any agreed dates. Time shall not be of the essence.

*(8)* The Client acknowledges and agrees that the Company may provide websites to other persons or businesses including those in the same or similar line of business as the Client.

*(9.1)* The Agreement may be terminated by the Company at any given time.

*(9.2)* The Agreement may be terminated forthwith by the Company if:

*9.2.1* the Client fails by the due date to pay any of the Charges set out in the Order Form or any other fees payable in accordance with the provisions of the Agreement;

*9.2.2* the Client commits any material breach of any terms of the Agreement or fails to perform any material obligations on its part under the Agreement;

*9.2.3* a voluntary agreement is approved, or an administration order is made, or a receiver, liquidator or administrative receiver is appointed over or in respect of any of the Client's assets or undertaking or a resolution or petition to wind up the Client is passed or presented (other than for the purpose of amalgamation or reconstruction) or if any circumstances arise which entitle a court or a creditor to appoint a receiver, liquidator or administrative receiver or to present a winding-up petition or make a winding-up order or the Client goes into administration.

*(10)* The Client shall pay for the Work, including all the website development and related costs specified in the Order Form without any set-off, deduction or any other form of withholding. The website development fee and related expenses are to be paid by a non-refundable deposit upon execution of the Agreement and the balance upon final approval by the Client. The annual hosting fee is payable to the Company one month in advance of the first month when hosting begins.

*(11.1)* The Client irrevocably agrees and acknowledges with the Company that all existing and future copyright, database rights and design rights and other intellectual property rights in respect of or relating to the Work (including the Website) will at all times during the continuance and following the termination of the Agreement vest absolutely in the Company and that the Client shall not be permitted to use such intellectual property rights otherwise than pursuant to the express terms and conditions of Condition 11.2.

*(11.2)* The Company grants to the Client a non-exclusive, non-transferable licence to use the Work for the Client's own business purposes only during the period commencing on the Live Date and ending on the date that the Agreement is terminated pursuant to Condition 9.

*(12.1)* The Client agrees to hold the Company and its agents harmless from and against any and all claims and damages, expenses or liability that arises from or in connection with the Website, content or activities, including but not limited to, any attorney fees incurred by the Company. The Client, if so instructed by Just Productions International Ltd. at its own cost and expense, shall defend any and all actions, which may be brought against the Company. The Client's failure to perform under the terms of this Condition shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against the Company and its agents.

*(12.2)* The Client acknowledges and accepts that websites in general are not error, fault or bug free nor secure from

persons wishing to misuse, tamper with, erase, alter or in any other way corrupt websites, and the data, information and records they display, retrieve, collate, transfer or disseminate and the Client agrees with the Company that the Company shall have no liability to anyone for any such occurrences arising in respect of or in relation to the Website and the Client shall indemnify and keep the Company indemnified on a full indemnity basis from and against all liabilities of the Company arising from such occurrences and arising in respect of or in relation to the Website.

*(12.3)* Subject to Condition 12.2, the Company warrants that it will perform all services to be provided to the Client pursuant to the Agreement with reasonable care and skill and in accordance with generally-accepted industry standards.

*(12.4)* The Client acknowledges and accepts that computers need routine maintenance and sometimes break down, that the Company cannot control the timing or volume of attempts to access the Website, and that the Website is provided on an "as-is, as-available" basis. As a result, the Company does not guarantee to anyone that the Client or any third parties will be able to access the Website or the internet at any particular time and the Client agrees that the Company shall have no liability to anyone if any such persons are not able to access the Website or the internet for any given period of time.

*(12.5)* Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Website, the Works and the provision of all other services pursuant to the terms of the Agreement are hereby excluded to the fullest extent permitted by law.

*(13.1)* Notwithstanding anything to the contrary in these Conditions, the Company's liability to the Client for death or injury resulting from its own or its employees', agents' or sub-contractors' negligence shall not be limited.

*(13.2)* Subject to Condition 13.1, the Company's entire liability under the Agreement shall be limited to damages of an amount equal to the amount of the Charges (exclusive of VAT) paid by the Client under the Agreement.

*(13.3)* Subject to Condition 13.1, the Company shall not be liable to the Client for loss of profits, loss of data, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Client had been advised of the possibility of the Client incurring the same.

*(13.4)* The Company shall not be liable for any error, omission, defect or deficiency in any service, which results from the Client's failure to provide complete, accurate and current information to the Company. Under no circumstances shall the Company and its agents be liable to the Client for breach of the Agreement due to circumstances beyond the Company's reasonable control, including without limitation, any downtime regarding computer servers or interruption of Internet service providers.

*(14)* No right or remedy conferred upon or reserved by the Company by this Agreement is intended, and shall not be deemed, to be exclusive of any other right or remedy provided or permitted herein, by law or by equity, but each right or remedy shall be cumulative of every other right or remedy.

*(15)* This Agreement shall be interpreted and construed under the laws of England. The parties agree that any action brought by either party against the other shall be brought in England and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.