

TERMS AND CONDITIONS FOR SUPPLY OF THE SCREACH EQUIPMENT AND SERVICES

VERSION 4 2019

1. INTERPRETATION

1.1. **Definitions.** In these Conditions, the following definitions apply:

Acceptance means acceptance of the Screach Equipment by the Customer.

Advertising means the placement of any advert or other commercial message (whether specific to the Location(s) or the area/region surrounding the Location(s) or part of a national or large-scale advertising campaign) delivered via the Screach Equipment and/or displayed via a Display in respect of which the advertiser has paid a sum of money to Screenreach.

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

Channels means any linear channels delivered via the Screach Equipment comprising Subscription Content.

Commencement Date means the date on which the Acceptance is achieved in accordance with Clause 5.8 or 5.9 (as applicable).

Commercial Premises means one or more areas within an establishment which is open to the public or to members of such establishment and which contains a Display for viewing by the public or members of that establishment (e.g. pubs, clubs, bar and other communal viewing areas). Private households and residential dwellings are excluded from this definition.

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with Clause 17.

Confidential Information has the meaning given to it in Clause 12.1.

Content means the content provided via the Screach Equipment as part of the Services, being applications, data, information (including emails, Twitter feeds, RSS feeds, Facebook pages or other like electronic communications), video, graphics, sound, music, photographs, software and any other material, and any other content displayed by way of the Screach Equipment irrespective of origin or ownership, but not including Subscription Content or Customer Content.

Contract means the legally binding agreement between Screenreach and the Customer for the provision of the Services, which comprises: (i) the commercial terms agreed between the Customer and Screenreach, which may take the form of an Order only but which will include a description of the Services and detail the Fees and may also include terms relating to the Price List (and any offers or discounts), a Service Schedule and Revenue Share Arrangement; and (ii) these Conditions), and any other terms or policies expressly incorporated into the Contract (including Screenreach's privacy policy which can be found at www.screach.com/privacy-policy and any acceptance use policies issued by Screenreach).

Controller shall have the meaning given to it under the GDPR.

Customer means the person who contracts with Screenreach for the provision of the Services pursuant to a Contract.

Customer Content has the meaning given to it in Clause 4.4.

Customer Equipment means any equipment, including any software, which the Customer uses in conjunction with the Services and which is owned and controlled by the Customer (including without limitation the Displays).

Customer Data means any data (including any Personal Data) that is collected or Processed at the Location(s) for, without limitation, eMarketing purposes or to form an understanding of the profile of retail customers attending the Location(s).

Data Protection Legislation means all applicable current and future data protection, privacy and electronic marketing legislation, including the GDPR and any associated national legislation, any national legislation implementing Privacy and Electronic Communications Directive 2002/58/EC and the UK Data Protection Act 2018.

Display means any television or projector screen or any other audio-visual monitor for viewing by the public that is located at the Location(s).

Excluded Maintenance means any maintenance services required to repair any malfunctioning or faulty Screach Equipment where the malfunction or failure results directly from or is caused directly by any of the matters referred to in Clause 7.3.

Fees means the amounts payable by Customer to Screenreach for the Services, including, as applicable, any amounts payable in respect of Installation and/or Subscription Content.

Force Majeure Event has the meaning given to it in Clause 15.

GDPR means the General Data Protection Regulation (EU) 2016/679 (and any successor or amending legislation) and includes the GDPR as it may be applied into the law of England and Wales, Scotland and Northern Ireland following any withdrawal of the United Kingdom from the European Union.

Installation has the meaning given to it in Clause 5.2.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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.

Internet Connection means the broadband connection at the Location(s) which is connected to in order that the Services can be provided to the Customer.

Location means the Customer's Commercial Premises where the Services shall be delivered, as agreed by the parties in the Contract.

Minimum Period means any minimum term during which the Services will be provided by Screenreach which will be stated in the Contract, and shall commence from the Commencement Date, but shall not, in any circumstances, be less than 12 months unless expressly agreed in the Contract.

Order means the Customer's order which details the relevant Services to be provided which may be set out: (i) in a Customer's purchase order form generated by Screenreach and sent to Customer following agreement between the parties; (ii) in a website form completed by the Customer on Screenreach's website; or (iii) in a confirmation email sent by Screenreach's Customer Service team following agreement between the parties.

Personal Data has the meaning given to it under the GDPR.

Price List means the list of Screenreach's charges for the provision of services in addition to those agreed in the Services Schedule (including pursuant to Clause 5.1).

Processing has the meaning given to it under the GDPR and the term **Process** shall be construed accordingly.

Representatives means, in relation to a party, its employees, officers, representatives and advisers.

Revenue Share Arrangement means the agreement between Screenreach and Customer where Screenreach shares certain revenues generated from Advertising.

Screach is the operating brand of Screenreach Interactive Limited.

Screach Equipment means hardware and Software provided by Screenreach which enables the delivery of Content and Subscription Content to Commercial Premises (and which may include the Screach TV Smart Box).

Screach TV Smart Box means the Screach TV set top box or integrated digital screen product owned and controlled by Screenreach.

Screenreach means Screenreach Interactive Limited (registered in England and Wales with company number 07007633).

Services means the services that Screenreach shall provide to the Customer as more particularly described in the Contract.

Service Schedule means a description of the Services and examples of the Content to be provided by Screenreach pursuant to the Contract, which may be amended from time to time by Screenreach to reflect the addition or subtraction of certain functionality/utility and examples of Content or Subscription Content. The Service Schedule may be provided in different forms by Screenreach, including without limitation via the Screenreach website (www.screach.com), via email, or in response to the submission of an enquiry, or by inclusion on invoices provided by Screenreach to the Customer from time to time.

Software means any software and associated written and electronic documentation and data provided by Screenreach under the Contract.

Subscription Content means Channels, video-on-demand content, data services or any other audio-visual, visual or audio content owned or controlled by Third Party Content Providers which is delivered via the Screach Equipment when the Customer: (i) elects to receive Services which include Subscription Content as part of the Contract; or (ii) enters into Subscription Content Terms with the relevant Third Party Content Provider(s) for the applicable Subscription Content.

Subscription Content Terms has the meaning given to it in Clause 4.9.

Term means the period during which the Contract is in effect, as set out in Clause 3.1.

Third Party Content Provider means a third party with whom Screenreach has entered into an agreement permitting Screenreach to make available Subscription Content via the Screach Equipment.

1.2. **Construction.** In these Conditions, the following rules apply:

1.2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), company, firm, local government or municipal institution, partnership, limited partnership, limited liability partnership, community benefit society or other similar body.

1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5. A reference to **writing** or **written** does include fax or email.

2. **BASIS OF CONTRACT**

2.1. The Contract shall apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which may be implied by law, trade, custom, practice or course of dealing.

2.2. An Order constitutes an offer by the Customer to purchase the Services requested in the Order on and in accordance with the terms of the Contract. The Customer is solely responsible for ensuring that the terms of the Order are complete and accurate.

2.3. The Order shall only be deemed to be accepted by Screenreach when Screenreach issues an acceptance of the Order (whether in writing or by means of electronic communication).

2.4. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Screenreach which is not set out in the Contract.

2.5. Screenreach shall supply the Services in accordance with the Contract. Any samples, drawings, descriptive matter, or advertising produced by Screenreach and any descriptions or illustrations contained in Screenreach's website, marketing materials, catalogues or brochures are produced for the sole purpose of giving an approximation of the functionality of the Screach Equipment and the Services and they shall not have any contractual force and, in this respect, Clause 2.4 applies.

3. **SERVICES AND TERM**

3.1. Screenreach shall provide the Services to the Customer for the period of time set out in the Contract and which the parties may extend by written agreement between them from time-to-time. If the Customer does not notify Screenreach that it wishes to terminate the Contract at least 30 days prior to the expiry of the Term set out in the Contract (or any subsequent written agreement between the parties) then the Contract will automatically renew on the same terms as this Contract or until such time as either party notifies the other that it wishes to terminate the Contract pursuant to Clause 11.

3.2. Screenreach will use all reasonable skill, care and diligence in the performance of its obligations under this Contract and will provide the Services in accordance with applicable laws.

4. **CONTENT; SUBSCRIPTION CONTENT AND CUSTOMER CONTENT**

- 4.1. The parties acknowledge that Screenreach will provide Content and, where applicable, Subscription Content, to the Customer as part of the Services. The Customer agrees and acknowledges that the Customer's use of the Content and any Subscription Content is at its own risk. The Customer understands and agrees that:
 - 4.1.1. the Content will change from time to time;
 - 4.1.2. the Content will only be used by Customer for the purposes expressly set out in the Contract and will be delivered by Screenreach for its own purposes, and is likely to be protected by copyright, trademark, and other Intellectual Property Rights;
 - 4.1.3. Screenreach provides no guarantee of the quality, accurateness or completeness of Content; and
 - 4.1.4. some of the Content and Subscription Content will be subject to its own terms and conditions of use. These may be displayed online or elsewhere. If the Customer accesses this Content or Subscription Content, the Customer will adhere to any such additional terms and conditions, and will actively make itself aware of the existence of, the provisions of such terms and conditions.
- 4.2. Screenreach will use reasonable endeavours to ensure that any Content provided by Screenreach as part of the Services or any Advertising that it places or is responsible for procuring on Displays via the Sreach Equipment:
 - 4.2.1. does not infringe, to the best of Screenreach's knowledge, any third party's Intellectual Property Rights, other proprietary rights or rights of privacy;
 - 4.2.2. complies, to the best of Screenreach's knowledge, with all relevant advertising standard codes and guidance;
 - 4.2.3. does not violate any law, statute, ordinance or regulation in the UK (including the laws and regulations governing export control);
 - 4.2.4. is not defamatory, libellous, unlawfully threatening or unlawfully harassing;
 - 4.2.5. is not obscene, pornographic or liable to incite racial hatred or acts of terrorism and does not contain any pornography;
 - 4.2.6. does not, to the best of Screenreach's knowledge, violate any UK laws regarding unfair competition, anti-discrimination or false advertising; and
 - 4.2.7. does not, to the best of Screenreach's knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 4.3. Depending on the nature of the Services that the parties agree shall be provided, Screenreach may provide the Customer with the means of storing or uploading Content. The Customer accepts that unless Screenreach specifically agrees otherwise in writing, Screenreach has no obligation whatsoever to the Customer in relation to the storing or display of such Content, nor any responsibility to the Customer should such Content be lost or destroyed. The Customer is advised that it should undertake regular back ups of any Content that it wishes to store more permanently on devices that are not connected to the Sreach Equipment.
- 4.4. The Customer may as part of the Services be permitted to create and upload its own content to the Services which may include Advertising around, above, under or adjacent to (but not embedded, incorporated or integrated within) the Content and Subscription Content. The parties acknowledge that the Customer may create such content, or may engage the services of third parties or Screenreach to generate such content in accordance with the instructions of the Customer (**Customer Content**). The Customer warrants to Screenreach that any and all Customer Content and any Advertising that it places or is responsible for procuring on Displays via the Sreach Equipment:
 - 4.4.1. will only be within the genres or categories notified to it by Screenreach from time to time;
 - 4.4.2. will not infringe any third party's Intellectual Property Rights, other proprietary rights or rights of privacy;
 - 4.4.3. will not suggest any endorsement, sponsorship of or commercial association with the Content, Subscription Content, Screenreach or Third Party Content Providers;
 - 4.4.4. complies with all relevant advertising standard codes and guidance;
 - 4.4.5. does not violate any law, statute, ordinance or regulation in the UK (including the laws and regulations governing export control);

- 4.4.6. is not defamatory, libellous, unlawfully threatening or unlawfully harassing;
- 4.4.7. is not obscene, pornographic or liable to incite racial hatred or acts of terrorism and does not contain any pornography;
- 4.4.8. does not violate any UK laws regarding unfair competition, anti-discrimination or false advertising; and
- 4.4.9. does not, to the best of the Customer's knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 4.5. The Customer warrants that it shall not include all or any part of the Customer Content on the Displays without proper attribution to the creator or owner of all Intellectual Property Rights comprising the Customer Content, or without including the supplier of such Customer Content's copyright notice or any other notices that the relevant supplier of such Customer Content or Screenreach may require from time to time.
- 4.6. The Customer shall immediately remove any Customer Content from the Scream Equipment and Displays upon becoming aware of, or being notified by Screenreach or any third party that, the Customer Content breaches any of the warranties in Clauses 4.4 or 4.5.
- 4.7. The Customer Content and Customer Equipment is provided to Screenreach on a non-exclusive, non-transferable, non-sub-licensable basis and may only be used as necessary to perform the Services during the Term.
- 4.8. The Customer acknowledges and agrees that it may access Subscription Content via the Scream Equipment by either: (i) selecting to receive Services which include Subscription Content as part of the Contract; or (ii) entering into Subscription Content Terms (as set out in Clause 4.9.1).
- 4.9. Where the Customer contracts directly with a Third Party Content Provider for the provision of Subscription Content, Customer acknowledges and agrees that:
 - 4.9.1. the provision of that Subscription Content shall be subject to any additional terms and conditions in respect of the Subscription Content that the Third Party Content Provider imposes (**Subscription Content Terms**) and in the event of any conflict or inconsistency between the Contract and the Subscription Content Terms in respect of the provision of the relevant Subscription Content then the Subscription Content Terms shall prevail to the extent of that conflict;
 - 4.9.2. the Third Party Content Provider shall be the retailer of that Subscription Content and the Customer shall pay the Third Party Content Provider for such Subscription Content and comply fully with the Subscription Content Terms;
 - 4.9.3. Screenreach shall bear no liability or responsibility in respect of the Subscription Content whatsoever; and
 - 4.9.4. it shall raise any issues or concerns that it may have regarding the Subscription Content with the relevant Third Party Content Provider.
- 4.10. Where Screenreach retails Subscription Content to the Customer, Customer warrants that it shall:
 - 4.10.1. without prejudice to Clause 4.9, comply with any and all additional terms and conditions that may be applicable to the Subscription Content including any and all restrictions on the distribution or exhibition of the Subscription Content;
 - 4.10.2. not supply or make available any Subscription Content in any Location(s) where the audience has paid any admission or entry fee for the relevant Location(s);
 - 4.10.3. only exhibit the Subscription Content via the Displays in the relevant Location(s);
 - 4.10.4. not edit or in any way amend or onwards transmit the Subscription Content or add any content (including Customer Content) into the actual Subscription Content;
 - 4.10.5. ensure that the Location(s) shall remain a Commercial Premises throughout the Term; and
 - 4.10.6. not exhibit or make available any Subscription Content other than on the Displays at the Location(s).
- 4.11. The Customer acknowledges that Subscription Content is controlled and provided by Third Party Content Providers to Screenreach (and will be subject to underlying rights holder restrictions). Screenreach cannot be held liable or responsible for any lack of availability or the accuracy or completeness of any Subscription Content that Customer requests to access on the Scream Equipment.

5. DELIVERY AND INSTALLATION

- 5.1. If the parties have agreed a time and date for the delivery and installation of the Screach Equipment as part of the Services and the Customer delays or prevents the delivery or installation of the Screach Equipment, without providing Screenreach with at least 2 Business Days' prior written notice, Screenreach shall be entitled to apply, and Customer shall pay, reasonable additional charges, such charges being set out in the Price List.
- 5.2. Clause 5.3 to 10 shall apply only where the Customer has elected that it wishes to engage Screenreach or its authorised subcontractors to carry out an installation of the Screach Equipment at the Location(s) (**Installation**). Where the Customer has elected that it wishes to carry out a self-installation of the Screach Equipment, Screenreach shall have no responsibility or liability at all in respect of such self-installation.
- 5.3. The Customer shall ensure that the Location(s) have been prepared for Installation in accordance with any instructions given by Screenreach or its authorised subcontractors, provided that such instructions have been provided to Customer in writing or by email at least 2 Business Days in advance of the scheduled time and date for the Installation. The Customer shall provide Screenreach or its authorised subcontractors with reasonable access to the Location(s) at reasonable times on a Business Day for the purposes of Installation. The Customer agrees to provide, at its expense, a suitable place for the Installation at the Location(s) and where required by Screenreach, readily available and continuous mains electricity supply, open Internet Connection and connection points to AV equipment.
- 5.4. The Customer acknowledges that where they are taking a Screach streaming service they will require an internet download speed of at least 10 Mbps and shall be asked to confirm this ahead of installation.
- 5.5. In the event that the Customers internet speed is found to be less than 10 Mbps, having been confirmed by the Customer at 10 Mbps or above in accordance with Clause 5.4, then the installation may be abandoned and Screenreach reserve the right to charge the Customer and the Customer shall pay for any aborted installation costs including, but not limited to, the standard call out rate for a Screach Engineer as detailed in the Price List.
- 5.6. The Customer is solely responsible for obtaining any permissions or consents that are necessary or desirable to enable the Installation (including obtaining the consent of any superior landlords or additional occupiers of the Location(s)).
- 5.7. The Customer and Screenreach and its authorised subcontractors shall meet each other's reasonable safety needs and security requirements when at the Location(s). The Customer and Screenreach and its authorised subcontractors will take reasonable care of each other's equipment at the Location(s) (including the Screach Equipment and the Customer Equipment). If the Customer or Screenreach or its authorised subcontractors cause damage to each others equipment (provided that the causing of such damage was reasonably foreseeable to occur during the course of the Installation and was not caused by any act or omission of the other party) then the party causing such damage will pay for any repair or replacement of the equipment needed. This will not apply where damage occurs during the normal use of any equipment, hardware or software.
- 5.8. Screenreach will use reasonable endeavours to adhere to any dates given for Installation in the Contract but the Customer acknowledges that such dates are merely a best estimate of when Installation may take place, and that Installation may be affected by matters outside the control of Screenreach and its authorised subcontractors.
- 5.9. The Customer is required to meet all the costs of Installation, unless otherwise set out in the Contract.
- 5.10. Acceptance will take place on the earlier of:
 - 5.10.1. the date when Screenreach notifies the Customer of successful Installation and the commencement of the Services; and
 - 5.10.2. the date on which the Customer begins to access any Content or Subscription Content on the Screach TV Smart Box.
- 5.11. If the Customer has chosen to self-install the Screach Equipment, then Acceptance shall take place when the Customer takes delivery of the Screach Equipment.

- 5.12. Acceptance will not be prevented by minor faults that Screenreach rectifies within a reasonable time.

6. **ADVERTISING**

- 6.1. Unless the Customer is paying specifically to exclude Advertising from their Displays as described in the Contract, Screenreach reserves the right to display Advertising throughout the Term.
- 6.2. Advertising genres will be notified to the Customer from time to time and Screenreach will at its discretion accept Advertising within those genres for display at the agreed Location(s) without approval from the Customer.
- 6.3. Unless otherwise set out in the Contract, Customer will be permitted to display Advertising in accordance with the terms of the Contract (including those set out in Clause 4.4 of these Conditions).
- 6.4. Where the parties have agreed that revenues generated from Advertising are to be shared between the parties:
 - 6.4.1. the parties agree that the details governing the apportionment of such Advertising revenue shall be set out in a Revenue Share Arrangement; and
 - 6.4.2. Customer warrants that it will comply with all of its obligations set out in Clause 8.5 of these Conditions.

7. **SCREACH WARRANTY**

- 7.1. Screenreach warrants that for a period of six months from the date of delivery of the Screach Equipment to the Location(s) set out in the Contract (**Warranty Period**), the Screach Equipment shall:
 - 7.1.1. conform in all material respects with its description; and
 - 7.1.2. be free from material defects in design, material and workmanship.
- 7.2. Subject to the final paragraph of this Clause 7.2 and the Customer complying with its obligations under Clause 7.3, if:
 - 7.2.1. the Customer gives prompt notice in writing to Screenreach during the Warranty Period (within a reasonable time of discovering that the Screach Equipment does not comply with the warranty set out in Clause 7.1); and
 - 7.2.2. Screenreach is given a reasonable opportunity of examining the Screach Equipment; and
 - 7.2.3. the Customer (if asked to do so by Screenreach) returns the Screach Equipment to Screenreach's place of business at the Customer's cost,
Screenreach shall, at its option, repair or replace the defective Screach Equipment, or refund the price of the defective Screach Equipment equal to the amount the Customer paid for the Screach Equipment minus the use the Customer has enjoyed from the Screach Equipment (an amount to be determined at the sole discretion of Screenreach (acting reasonably)). This Clause 7.2 shall represent the Customer's sole and exclusive remedy for breach of the warranty set out in Clause 7.1.
- 7.3. Screenreach shall not be liable pursuant to the warranty set out in Clause 7.1 in any of the following events:
 - 7.3.1. the Customer makes any further use of the Screach Equipment after giving notice in accordance with Clause 7.2;
 - 7.3.2. the defect arises because the Customer failed to follow Screenreach's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Screach Equipment or (if there are none) good trade practice regarding the same;
 - 7.3.3. the Customer uses the Screach Equipment in breach of any of the provisions of the Contract or any other conditions under which the Screach Equipment was supplied that is not covered by Clause 7.3.2;
 - 7.3.4. the Customer alters or repairs the Screach Equipment without the written consent of Screenreach;
 - 7.3.5. any maintenance, alteration, modification or adjustment to the Screach Equipment is performed by persons other than Screenreach or its employees or agents;
 - 7.3.6. there is a failure, interruption or surge in the electrical power or its related infrastructure connected to the Screach Equipment;

- 7.3.7. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 7.3.8. the Screach Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- 7.3.9. there is a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Screach Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer; or
- 7.3.10. the neglect or misuse of the Screach Equipment by the Customer to the extent not already covered by this Clause 7.3.
- 7.4. Except as provided in this Clause 7, Screenreach shall have no liability to the Customer in respect of the Screach Equipment.
- 7.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Conditions and the Contract.
- 7.6. In respect of any repairs made or replacements of the Screach Equipment, Screenreach is not obliged to perform any Excluded Maintenance.
- 7.7. Where Screenreach is performing or has performed any Excluded Maintenance, Screenreach may charge the Customer for, and the Customer shall pay for, all reasonable costs incurred by Screenreach in performing any such Excluded Maintenance.

8. CUSTOMER'S OBLIGATIONS

- 8.1. The Customer shall:
 - 8.1.1. where the Customer has elected to self-install the Screach Equipment, ensure the installation is carried out correctly in accordance with the provided instructions;
 - 8.1.2. ensure that the Screach Equipment is kept in suitable premises and under suitable conditions;
 - 8.1.3. not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Screach Equipment;
 - 8.1.4. permit only trained and competent personnel to use the Screach Equipment and follow any operating instructions as Screenreach may give from time to time provide to the Customer;
 - 8.1.5. at all reasonable times permit full and free access to the Location(s) and to the Screach Equipment to Screenreach, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable Screenreach to examine the Screach Equipment if required;
 - 8.1.6. maintain throughout the Term (and comply with) all licences, codes of practice, consents, instructions or guidelines issued by any regulatory or licensing authority or other third party required to receive and use the Services and to exhibit the Content, Customer Content and Subscription Content within the Location(s) (including all necessary collecting society licences);
 - 8.1.7. provide Screenreach with any information that is reasonably requested in the performance of any maintenance by Screenreach pursuant to these Conditions;
 - 8.1.8. take any steps reasonably necessary to ensure the safety of the personnel of Screenreach and its authorised subcontractors when attending the Location(s);
 - 8.1.9. not allow any person other than the personnel of Screenreach or its authorised subcontractors to maintain, alter, modify or adjust the Screach Equipment without the prior written approval of Screenreach;
 - 8.1.10. not move the Screach Equipment from the Location(s) without the prior written approval of Screenreach;
 - 8.1.11. store any reserve equipment (if any) only in conditions approved by Screenreach, and make this equipment available for periodic maintenance; and
 - 8.1.12. only use supplies or materials supplied or approved by Screenreach.
- 8.2. Any Customer Equipment will be:
 - 8.2.1. technically compatible with the Services and the Screach Equipment and will not cause interruption to the Services or the operation of the Screach Equipment; and
 - 8.2.2. adequately protected by the Customer against viruses, spyware, malware or other breaches of security; and

- 8.2.3. safe for commercial use and where necessary tested and certified for correct operation included but not limited to the supply of electricity.
- 8.3. The Customer will ensure that the Services will not be used:
 - 8.3.1. in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights (including Intellectual Property Rights) or Screenreach's acceptable usage policies in force from time to time;
 - 8.3.2. fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer will ensure that this does not happen;
 - 8.3.3. to send, communicate, knowingly receive, upload, download or use any material that is offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, anxiety or are intended to deceive; or
 - 8.3.4. in any way that Screenreach considers to be detrimental to the provision of the Services to the Customer.
- 8.4. The Customer will comply with Screenreach's reasonable instructions regarding health, security, safety or the quality of the Services.
- 8.5. The Customer agrees:
 - 8.5.1. that where the Services have been supplied free of charge and/or where the parties have agreed that Advertising revenues are to be shared in accordance with Clause 6.4 of these Conditions and the terms of any Revenue Share Arrangement, that: (a) when it is not displaying any Subscription Content, to prominently play on the Displays the Content being delivered via the Screach Equipment by Screenreach at that time; and (b) the Displays shall not at any time throughout the Term be obscured, blocked or covered in any material way;
 - 8.5.2. to provide Screenreach, its employees, agents, consultants and subcontractors, with access to the Location(s), office accommodation and other facilities as reasonably required by Screenreach for the purposes of monitoring the Customer's compliance with its obligations under this Clause;
 - 8.5.3. that Screenreach shall, where the Services have been supplied free of charge, reserve the right to charge its usual Fees for Installation to the Customer in the event that the obligations set out in Clause 8.5.1 and 8.5.2 are not met for a continuous period of 7 days; and
 - 8.5.4. where the Customer has subscribed to a Service that qualifies for Advertising revenue share, Screenreach reserves the right to withhold such Advertising revenue share if the Customer fails to comply with Clause 8.5.1 and 8.5.2.

9. **TITLE AND RISK**

- 9.1. The risk in the Screach Equipment shall pass to the Customer on Acceptance.
- 9.2. Title to the Screach Equipment shall not pass to the Customer until Screenreach receives payment in full (in cash or cleared funds) of the Fees applicable for the Screach Equipment in such amount as set out in the Contract and the Customer may not use the Screach Equipment until Screenreach has received full cleared payment for the Screach Equipment. For the avoidance of doubt, title to Screach Equipment which is only lent or leased to the Customer (such as Display screens) will not transfer to Screenreach and such Screach Equipment shall remain the property of Screenreach throughout the Term.
- 9.3. Until title to the Screach Equipment has passed to the Customer, the Customer shall:
 - 9.3.1. store the Screach Equipment separately from all other goods held by the Customer so that it remains readily identifiable as Screenreach's property;
 - 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Screach Equipment;
 - 9.3.3. maintain the Screach Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - 9.3.4. notify Screenreach immediately if it becomes subject to any of the events listed in Clause 11.4; and
 - 9.3.5. give Screenreach such information relating to the Screach Equipment as Screenreach may require from time to time.

10. FEES AND PAYMENT

- 10.1. Customer shall pay Screenreach the Fees in respect of the Services (including, as applicable, any Fees for Installation or Subscription Content) in accordance with these Conditions and as set out in the Contract.
- 10.2. If the Customer requires one or more item of Screach Equipment or Services in addition to that which Customer originally ordered in the Contract, then it shall pay the price set out in the Contract for additional items of Screach Equipment or Services that it may require, or, where such prices are not specified in the Contract, in accordance with the Price List. Customer will, in addition, (unless the Customer has chosen to install the relevant additional items of Screach Equipment itself) pay for any additional costs incurred by Screenreach for any related Installation(s) pursuant to this Clause.
- 10.3. Screenreach is entitled to invoice the Fees in one or more invoices.
- 10.4. The Fees as set out in the Contract are exclusive of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Screenreach, pay to Screenreach such additional amounts in respect of VAT as are chargeable on the supply of the Screach Equipment and the Services.
- 10.5. Screenreach will send invoices to the address notified by the Customer but reserves the right to make its invoices available exclusively online. Where online billing is used, Screenreach will provide a notification that the invoices are available online via the e-mail address provided by the Customer to Screenreach. The Customer agrees to maintain the e-mail address to which invoices are delivered by Screenreach throughout the duration of the Term.
- 10.6. Screenreach will keep a record of invoices provided for a reasonable period, however the Customer is advised to keep its own records of invoices.
- 10.7. The Customer shall pay all invoices in full and in cleared funds within 14 Business Days of the date of the invoice unless otherwise agreed in writing between the parties. Payment shall be made to the bank account nominated in writing by Screenreach. Time is of the essence in respect of the payment of Fees.
- 10.8. The Customer will pay all monthly charges due under the Contract by direct debit or BACS monthly payment plan to an account nominated by Screenreach, or by providing an authorisation to Screenreach for the debit of all charges due from a credit/debit card. The Customer will advise Screenreach promptly of any change to its banking details.
- 10.9. If the Customer fails to make any payment due to Screenreach within 14 Business Days of receipt of a valid invoice, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.10. The Customer shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Screenreach may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Screenreach to the Customer.
- 10.11. Where Screenreach has agreed to share revenues it generates from Advertising in accordance with a Revenue Share Arrangement, within thirty (30) Business Days of the end of each calendar quarter Screenreach will pay the Customer its share of the Advertising revenue due for the relevant calendar quarter which may be in the form of a credit against the Fees.

11. TERMINATION AND SUSPENSION

- 11.1. Subject to Clause 11.2, either party may terminate the Contract by giving the other party 90days' written notice of such cancellation, unless otherwise agreed in writing by both parties.
- 11.2. If the Customer terminates the Contract during the Minimum Period the Customer will pay to Screenreach the termination charges, calculated in accordance with the number of months remaining pursuant to the terms of the Contract multiplied by the remaining monthly Fees due from the Customer as at the point of termination, unless the parties expressly agree another figure in writing.
- 11.3. If the Customer becomes subject to any of the events listed in Clause 11.4, Screenreach may terminate the Contract with immediate effect by giving written notice to the Customer.
- 11.4. For the purposes of Clause 11.3, the relevant events are:

- 11.4.1. the Customer 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, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 11.4.2. the Customer 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 its creditors;
 - 11.4.3. 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 the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 11.4.4. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - 11.4.5. the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 11.4.6. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 11.4.7. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 11.4.8. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.4.1 to Clause 11.4.7(inclusive);
 - 11.4.9. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 11.4.10. the Customer's financial position deteriorates to such an extent that in Screenreach's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 11.4.11. the Customer commits a breach of any provision in the Contract and such a breach is not remedied to the satisfaction of Screenreach within 10 Business Days of Screenreach notifying the Customer of the breach.
- 11.5. Without limiting its other rights or remedies, Screenreach may suspend (until such time as Screenreach decides (acting reasonably)) or terminate the provision of the Services under the Contract if:
- 11.5.1. the Customer becomes subject to any of the events listed in Clause 11.4 or Screenreach reasonably believes that the Customer is about to become subject to any of the events listed in Clause 11.4;
 - 11.5.2. Clause 4.10.5 ceases to be true; or
 - 11.5.3. the Customer fails to pay any amount due under the Contract on the due date for payment and, after receiving a reminder from Screenreach that the payment is due the Customer does not pay Screenreach within 7 days of the date of such reminder. For the avoidance of doubt, the Customer will continue to pay all amounts due to Screenreach under the Contract for the duration of such suspension.
- 11.6. Without limiting its other rights or remedies, Screenreach may suspend or withdraw the provision of any Subscription Content if: (i) its agreement with the relevant Third Party Content Provider expires or otherwise comes to an end; or (ii) a Third Party Content Provider prevents Screenreach from providing its Subscription Content or notifies Screenreach that it must stop providing its Subscription Content to the Customer.
- 11.7. On termination of the Contract for any reason the Customer shall immediately pay to Screenreach all of Screenreach's outstanding unpaid invoices and interest (in accordance with Clause 10.9).

- 11.8. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.9. Upon termination of the Contract (for any reason whatsoever), Screenreach shall at the request of the Customer promptly return to the Customer all Customer Content and Customer Equipment.
- 11.10. Upon termination of the Contract (for any reason whatsoever), Customer shall immediately cease using any of the Content or Subscription Content.
- 11.11. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

12. **CONFIDENTIALITY**

- 12.1. Each party undertakes to the other that:
 - 12.1.1. it shall treat as confidential: (i) the contents (including the financial details) of the Contract; and (ii) all information relating in any manner to the business and/or affairs of the other party or its Representatives which may be communicated to it under or in connection with the Contract (**Confidential Information**);
 - 12.1.2. it shall not use, or disclose to any person, any Confidential Information except as follows:
 - 12.1.2.1. each party may use and/or disclose Confidential Information: (i) to the extent required to implement this Contract; and/or (ii) where necessary to enable or facilitate the enforcement of this Contract;
 - 12.1.2.2. each party may disclose Confidential Information as required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as reasonably possible, so that such disclosing party may seek a protective order or other appropriate relief; and/or
 - 12.1.2.3. each party may disclose Confidential Information: (i) to its professional advisors; and/or (ii) as agreed by the other party in writing.
- 12.2. Clause 12.1 shall not apply to any information which is: (i) in the public domain other than by default of the recipient party; (ii) obtained by the recipient party from a bona fide third party having no restraint on its free right of disposal of such information; or (iii) has already been independently generated by the recipient party.
- 12.3. On termination of the Contract, each party shall:
 - 12.3.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on that party's Confidential Information;
 - 12.3.2. erase the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 12.3.3. certify in writing to the other party that it has complied with the requirements of this Clause, provided that the each party in its capacity as recipient may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 12.4. The provisions of this Clause 12 shall continue to apply after the expiry or termination of the Contract.

13. **INTELLECTUAL PROPERTY**

- 13.1. All Intellectual Property Rights of Screenreach and/or its licensors or partners (including any Third Party Content Providers) whether pre-existing or created by Screenreach and/or its licensors or partners (including any Third Party Content Providers) during or arising from the performance of the Contract shall remain solely and exclusively vested in Screenreach or its licensors or partners (including any Third Party Content Providers) as applicable, which shall include the Screenreach Equipment, any Intellectual Property Rights vested in the Services, Content, Subscription Content and any Advertising that Screenreach places or is responsible for procuring on Displays via the Screenreach Equipment. Customer agrees that nothing in the Contract shall be deemed to transfer to it any right or interest in or to any of the Intellectual Property Rights set out in this Clause. Without limiting the foregoing, Screenreach shall own any and all data (including any Customer Data) which Screenreach collects or generates at the Location(s).

- 13.2. All Intellectual Property Rights of Customer and/or its licensors or partners whether pre-existing or created by Customer or its licensors or partners during or arising from the performance of the Contract shall remain solely and exclusively vested in Customer or its licensors or partners as applicable, which shall include the Customer Equipment, Customer Content and any Advertising that Customer places or is responsible for procuring on Displays via the Screach Equipment. Screenreach agrees that nothing in the Contract shall be deemed to transfer to it any right or interest in or to any of the Intellectual Property Rights set out in this Clause.
- 13.3. The Customer acknowledges that Screenreach will provide Software to enable the Customer to use the Services, and Screenreach will grant the Customer a non-transferable and non-exclusive licence to use the Software in object code form solely as necessary for receipt of the Services and solely in accordance with the Contract and associated documentation. The terms of any licence granted by Screenreach under this Clause 13.3 is coterminous with the term of the Service for which the Software is associated.
- 13.4. If the Service provides the Customer with Software licensed by third parties who require the Customer to accept their terms of use, the Customer will comply with those terms.
- 13.5. The Customer will not copy, de-compile or modify any Software, or knowingly permit any person to do so, unless specifically authorised pursuant to the terms applicable to such Software.

14. **LIABILITY**

- 14.1. Customer shall indemnify, defend and hold harmless Screenreach and its shareholders, employees, directors and officers from and against any and all liabilities, losses, fines from any regulatory authorities and damages (including reasonable attorney's fees and costs) sustained or incurred by any of them as a result of, any and all claims in connection with Customer's breach of or failure to perform or comply with Clauses 4.4, 4.10, 8.3, 12, 13 and 16.
- 14.2. Nothing in the Contract shall limit or exclude either party's liability for:
 - 14.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 14.2.2. fraud or fraudulent misrepresentation; or
 - 14.2.3. any matter in respect of which it would be unlawful for Screenreach to exclude or restrict liability.
- 14.3. Subject to Clause 14.2:
 - 14.3.1. save as explicitly stated in the Contract, Screenreach provides the Services, Content and Subscription Content on an "as is" and "as available" basis and any warranties contained in the Contract are in lieu of all other warranties, representations or conditions, express, implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement;
 - 14.3.2. Screenreach will have no responsibility or liability for the acts or omissions of any Third Party Content Provider pursuant to Subscription Content Terms (or otherwise);
 - 14.3.3. the provision of the Services and delivery of the Content and Subscription Content is reliant on a good quality Internet Connection (particularly for high bandwidth content such as live sports) and Screenreach will have no liability for any deficiency in any aspect of the Services or display of the Content and Subscription Content attributable to the Internet Connection;
 - 14.3.4. Screenreach shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of revenues or profits, loss of contracts, failure to realise anticipated savings, loss of business opportunities, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 14.3.5. Screenreach's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of:
 - 14.3.5.1. £40,000; and
 - 14.3.5.2. 100% of the Fees paid by the Customer to Screenreach under the Contract.

15. **FORCE MAJEURE**

- 15.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without limitation strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources, communications networks (including Internet Connections) or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 15.2. If any of the events detailed in Clause 15.1 materially affects the performance of the Contract and continues for more than three months then the Customer or Screenreach may terminate the Contract in whole or in part by written notice to the other.

16. REGULATORY

- 16.1. The Contract for the Services is acknowledged by both parties to be a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000/2334 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005/689, the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.
- 16.2. Where the Services allow the Customer to access the internet the Customer agrees and acknowledges that the use of the internet is at the Customer's own risk, and Screenreach shall have no liability for any content, viruses, malware, spyware or other like software or applications accessed by the Customer on the internet.
- 16.3. Screenreach may monitor telephone calls, emails, conversations via chat applications and other electronic real-time communications with its customers, including the Customer. The information collected by Screenreach may be used for training purposes, quality control, credit control, to collect data and other details about usage of the Services provided to the Customer, and in order that Screenreach may comply with its legal and regulatory obligations in any jurisdiction.
- 16.4. Unless the Customer has specifically informed Screenreach in writing, the Customer consents to receiving marketing communications from Screenreach via electronic communications, telephone and direct mail. Please refer to Screenreach's privacy policy (which can be found at www.screach.com/privacy-policy) for further information.
- 16.5. The Customer will:
 - 16.5.1. be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006/3289 (the "**WEEE Regulations**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied pursuant to the Contract that has become waste electrical and electronic equipment ("**WEEE**"). Screenreach and the Customer acknowledge that for the purposes of regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
 - 16.5.2. be responsible for information recording or reporting obligations imposed by the WEEE Regulations; and
 - 16.5.3. indemnify Screenreach against any claims or legal proceedings that are brought or threatened against Screenreach by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations. Screenreach will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of any such claims or proceedings.
- 16.6. Screenreach may check and verify the details of the Customer with a fraud prevention agency or credit referencing agency. If the Customer provides any information which Screenreach believes to be false or misleading and Screenreach suspects fraud, Screenreach may record such information with such fraud prevention agency or credit reference agency. The Customer

- acknowledges that Screenreach and other parties may search and review this information for fraud prevention purposes.
- 16.7. Information Screenreach holds on Customers may be used for fraud prevention and credit vetting purposes and this may include Screenreach sharing such information with third parties for fraud prevention purposes.
- 16.8. Where the Freedom of Information Act applies to a Customer and the Customer receives a request under that Act that includes any information held by the Customer that was provided to Screenreach in connection with the Contract the Customer will:
- 16.8.1. notify Screenreach immediately of such request; and
- 16.8.2. give Screenreach at least 5 Business Days to make representations to the Customer in connection with such request and the Customer's proposed response thereto.
- 16.9. The Customer and Screenreach will comply with their respective obligations under the Data Protection Legislation in respect of the Processing of any Personal Data in relation to this Contract.
- 16.10. The parties agree that in respect of Customer Data Processed for the purposes of this Contract, both parties are Controllers independent of each other and separately responsible for compliance with the Data Protection Legislation.
- 16.11. Where one party transfers Personal Data to the other for Processing, the receiving party will Process that data only for the period of and to the extent necessary for the performance of the Contract and will comply with the first party's instructions in connection with the Processing of such data; take measures to keep it secure and take appropriate technical and organisational measures equivalent to the measures imposed on the first party under the Data Protection Legislation; and, not transfer the personal data outside the European Economic Area (EEA) or to any subcontractors, without the prior written consent of the first party.
- 16.12. With respect to the Processing of Personal Data in relation to the Contract, the parties each agree to provide such assistance as is reasonably required to enable the other party to comply with the Data Protection Legislation within the time limits imposed by the Data Protection Legislation including with requests from data subjects to exercise their rights under the GDPR.
- 16.13. Screenreach may rely on the instructions of any person whom it thinks, acting reasonably in the circumstances, is authorised to provide instructions on behalf of the Customer.
- 16.14. The Customer shall:
- 16.14.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 16.14.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.14.3. comply with Screenreach's anti-bribery and corruption policies in each case as Screenreach or the relevant industry body may update them from time to time (**Relevant Policies**).
- 16.14.4. have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 16.14.2 and will enforce them where appropriate; and
- 16.14.5. promptly report to Screenreach any request or demand for any undue financial or other advantage of any kind received by any person in connection with the performance of the Contract.
- 16.15. For the purpose of Clause 16.14, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of Clause 16.14, a person associated with the Customer includes but is not limited to any subcontractor of the Customer.
17. **CHANGES TO THE CONTRACT**
- 17.1. Screenreach may amend or change the Contract (including the Fees due under the Contract) at any time and will notify the change in the Contract in accordance with this Clause 17.1.

- 17.2. Unless otherwise stated, Screenreach will publish any changes to the Contract (including the Fees due under the Contract) online at www.screach.com, (or any other address that Screenreach may notify to the Customer) or may at its sole discretion notify Customers in writing (including via e-mail).

18. **GENERAL**

18.1. **Assignment and other dealings.**

18.1.1. Screenreach may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Screenreach, such consent not to be unreasonably withheld.

18.2. **No partnership and agency**

18.2.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2.2. Each party to the Contract confirms it is acting on its own behalf and not for the benefit of any other person.

18.3. **Entire Agreement**

18.3.1. The 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.

18.3.2. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.3.3. Nothing in this Clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

18.4. **Notices.**

18.4.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier.

18.4.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 18.4.1; 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; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18.4.3. The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

18.5. **Severance.**

18.5.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.5.2. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 18.6. **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a

party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 18.7. **Third party rights.** No party other than the Customer or Screenreach shall have any rights to enforce the terms of the Contract.
- 18.8. **Variation.** Save as provided by Clause 17, no variation to the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Screenreach and the Customer.
- 18.9. **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 18.10. **Dispute resolution.** If a dispute arises out of or in connection with this Contract, the parties will seek in good faith to resolve the dispute by negotiation without recourse to court proceedings. In the event of a dispute either party may serve written notice (**Dispute Notice**) on the other proposing that the parties resolve the dispute by negotiation. Within 10 days after service of the Dispute Notice, one or more representatives of each party at senior director level shall meet in good faith to attempt to resolve the dispute by agreement. If the dispute is not resolved within 21 days of the Dispute Notice, either party may upon written notice to the other refer the dispute to the courts of England and Wales for final determination in accordance with Clause 18.11 below.
- 18.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).