TERMS AND CONDITIONS

1. **INTERPRETATION**

1.1. The definitions and rules of interpretation in this condition apply in these Terms and Conditions (**"Terms"**).

"Acceptance Date"	The date the Customer accepts or is deemed to have accepted the Application Software and the Platform Services in accordance with condition 9.
"Active Unit"	An individual item of Hardware or other hardware to which the Application Software is downloaded or streamed and which is connected to the Crave Platform.
"Application Software"	the Supplier's application software as more particularly specified in the Proposal.
"**Contract**"	the Customer's order and the Supplier's acceptance of it for the sale and purchase of the System and Services, incorporating these Terms and formed in accordance with condition 3.2.
"Crave Platform"	The database and related software hosted by (or on behalf of) the Supplier.
"**Customer Materials**"	any information in whatever form that the Customer provides to the Supplier in relation to the Contract including the content uploaded to the Crave Platform by the Customer from time to time and/or the content provided to the Supplier by the Customer from time to time for incorporation onto the Crave Platform but excluding any Usage Data.
"**Customer**"	the person, firm or company who purchases the System and Services from the Supplier.
"**Delivery Point**"	the place where delivery of the System is to take place as specified in the Proposal.
"**Documentation**"	the operating manuals, user instructions manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Supplier to the Customer.
"EULA"	The end user licence agreement set out in the Appendix to these Terms.
"Excluded Causes"	means: (a) use of the Hardware with computer equipment or materials not supplied or approved in writing by the Supplier; (b) any maintenance, alteration, modification or adjustment performed by persons other than the Supplier or its employees or agents unless approved by the Supplier in accordance with condition 13.4(c); (c) the use of the Hardware in breach of any of the provisions of the agreement under which the Hardware was supplied; (d) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Hardware; (e) a failure or interruption in the telecommunications services or network connections or their related infrastructure connected to the Hardware; (f) the neglect or misuse of the Hardware; (g) any accidental or deliberate damage caused to the Hardware screen.
"Excluded Maintenance"	any maintenance services required to restore any malfunctioning or failed Hardware to operating in the manner in which it is intended to operate as more particularly described in the Proposal where the malfunction or failure results from or is caused by any of the Excluded Causes.
"Extended Term"	Has the meaning specified in clause 21.1.
"**Hardware**"	the mobile phone, smartphone, tablet or other handheld devices and other hardware agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of it) as specified in the Proposal.
"Initial Term"	Has the meaning specified in clause 21.1.
"**Intellectual Property Rights**"	patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
"Licence Fee"	The licence fee payable by the Customer for the Application Software and the Platform Services in respect of each Active Unit.
"**Licensor**"	Crave Interactive Limited.

"Platform Services"	The online services provided by the Supplier by means of the Crave Platform and including any Documentation relating to the Platform Services.
"Prohibited Material"	viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or any material that is: unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property.
"Proposal"	The Supplier's proposal attached to these Terms containing details of the System and Services, delivery and Fees.
"**Services**"	the services to be provided by the Supplier under the Contract (including the Platform Services and any configuration services that are described in the Proposal to tailor and configure the Crave Platform for the Customer) together with any other services which the Supplier provides or agrees to provide to the Customer.
"**Software**"	means the software programs proprietary to the Supplier (including the Application Software), specified in the Contract which are to be provided to the Customer without modification.
"Supplier Data"	Any data or information in whatever form including images, still and moving, and sound recordings, the provision of which comprises the Platform Services (wholly or in part) but excluding the Customer Materials.
"**Supplier**"	Crave Interactive Limited.
"**System**"	the system consisting of the Hardware, the Software, any third party software provided to the Customer by the Supplier and any Documentation; References to "**the System**" shall include all or any part of the System.
"Term"	The Initial Term and each Renewal Term.
"Usage Data"	Data or other information the Supplier may collect from time to time about the Customer's or any User's use of the Platform Services.
"User"	Any employees, guests or clients of the Customer authorised by the Customer to access and use the Platform Services (wholly or in part).
"**Warranty Period**"	12 months from the date of delivery of the relevant Hardware.

1.2.   Condition headings do not affect the interpretation of these Terms; A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3.   Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.4.   If there is an inconsistency between any of the provisions of these Terms and the provisions of the Proposal, the provisions of the Proposal shall prevail.

2.   **APPLICATION OF TERMS**

2.1.   These Terms shall apply to and be incorporated in the Contract and prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification or other document, or implied by law, trade custom, practice or course of dealing.

2.2.   These Terms apply to all the Supplier's sales of the System and the Services and any variation to these Terms and any representations about the System and the Services shall have no effect unless expressly agreed in writing and signed by the Supplier's authorised representative.

2.3.   Any Proposal given is valid only for the period stated in the Proposal or if no period is stated a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

3.   **BASIS OF SALE**

3.1.   Each order for a System and Services by the Customer to the Supplier is an offer by the Customer to purchase the System and Services subject to these Terms.

3.2.   The Customer's order shall not be treated as accepted by the Supplier unless and until the Supplier issues a written acknowledgement of the Customer's order or (if earlier) the Supplier begins work to fulfil the Customer's order when a binding contract shall come into existence between the Supplier and the Customer.

4.   **PRICES AND PAYMENT**

4.1.   The Licence Fee and other fees payable for the System and Services shall be as stated in the Proposal (**Fees**) and shall be paid as specified in the Contract without any deductions or withholdings except as required by law. Time for payment shall be of the essence of the Contract.

4.2.   Unless otherwise specified in the Proposal:

(a)   the Customer shall pay the Licence Fee in respect of each Active Unit;

(b)   all sums payable under the Contract shall be paid in the currency specified in the Proposal and shall be paid in cleared funds within 30 days of the date of the Supplier's invoice.

(c)   the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

4.3.   Except where otherwise specified all prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, value added or other applicable sales tax and other charges and duties which shall be paid by the Customer in addition to the price payable for the System and the Services.

4.4.   If any deduction or withholding is required by law the Customer shall pay to the Supplier such sum as will, after the deduction or withholding has been made, leave the Supplier with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. If the Customer is required by law to make a deduction or withholding, the Customer shall, within five business days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.

4.5.   Unless otherwise specified in the Proposal, on the anniversary of the Acceptance Date in each year of the Contract, the Fees payable under the Contract will automatically increase by 5%.

4.6.   If the Customer fails to make payment in full on the due date then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

(a)   charge interest on the amount outstanding from the due date to the date payment is made to the Supplier (whether or not after judgment), at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly;

(b)   suspend all further performance of the Contract until payment has been made in full.

5.   **CUSTOMER OBLIGATIONS**

5.1.   The Customer undertakes and agrees without charge or delay, to:

(a)   provide all co-operation, access, facilities, assistance, information and data reasonably requested by the Supplier to enable the Supplier (including its employee's agents and sub-contractors) to provide the System and Services.

(b)   provide the Customer Materials and must ensure that it is complete and accurate in all respects and the Supplier shall be entitled to rely on the Customer Materials

(c)   provide all cabling and other equipment and all power and internet access needed for the installation and configuration of the System including any equipment needed to connect and interface the System with the Customer's IT system;

(d)   only connect to the Crave Platform: the Hardware; or such other mobile devices that have been approved in writing by the Supplier; and

(e)   comply with such reasonable instructions as the Supplier may issue from time to time in connection with

the System and Services so that the Supplier can provide the same to the Customer.

5.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation **("Customer Default")**:

(a)   The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b)   The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations under the Contract; and

(c)   The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6.   **DELIVERY**

6.1.   The Supplier will supply the System and provide the Services in accordance in all material respects with the Proposal. The Supplier shall use reasonable endeavours to meet the performance dates set out in the Proposal but any such dates shall be estimates only and time is not of the essence as to the delivery of the System and performance of the Services.

6.2.   Delivery shall be made to the place of delivery specified in the Proposal. The Supplier may deliver the Hardware by separate instalments.

6.3.   The Customer shall be deemed to have accepted the Hardware when it has had 3 days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with condition 6.4

6.4.   The Customer may reject any Hardware delivered to it that do not comply with condition 13.2, provided that notice of rejection is given to the Supplier within 3 days of delivery and none of the events listed in condition 13.4 apply.

7.   **EXPORT**

7.1.   Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

7.2.   Each party undertakes:

(a)   contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b)   if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

8.   **RISK AND PROPERTY**

8.1.   The Hardware is at the Customer's risk from the time of delivery

8.2.   Ownership of the Hardware shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full in cleared funds all sums due to it in respect of the Hardware.

8.3.   The Customer's right to possession of the Hardware before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 21.2 arise or if the Customer encumbers or allows someone to take security over the Hardware in any way, or if the Customer fails to make any payment to the Supplier on the due date.

9.   **INSPECTION AND TESTING OF SYSTEM**

9.1.   The Supplier shall test and inspect the Crave Platform and System on installation and/or configuration to ensure that they comply with the requirements of the Contract

9.2.   The Customer shall be deemed to have accepted the Crave Platform and System if: (a) the tests are certified by the Supplier to be successful; or (b) the Customer commences operational use of the Platform Services and the System.

10. **USERS**

10.1. Subject to the terms of the Contract and with effect from the Acceptance Date, the Supplier grants to the Customer a non-exclusive, non-transferable right to permit the Users to use the Platform Services and the Documentation during the Term.

10.2. The Customer shall not access, store, distribute or transmit any Prohibited Material and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to suspend, terminate or disable the Customer's and/or any User's access to any Prohibited Material. If the Supplier suspects or becomes aware that the Customer or any User is uploading, downloading or otherwise transmitting any Prohibited Material via the Platform Services the Supplier may suspend, terminate or disable the Customer's or any User's access to the Platform Services.

10.3. The Customer shall not:

(a)   use the Platform Services and/or Documentation to provide services to third parties except the Users unless otherwise agreed in writing by the Supplier; or

(b)   license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Services and/or Documentation available to any third party except the Users.

11. PLATFORM SERVICES

11.1. The Supplier shall, during the term of the Contract, use reasonable endeavours to make the Platform Services and the Documentation available to the Customer on and subject to the terms of the Contract.

11.2. As part of the Platform Services the Supplier may from time to time install modifications and updates to the Application Software installed on Active Units including software which corrects faults (including by way of a fix or patch or a temporary by-pass solution), adds functionality or otherwise amends or upgrades the Application Software installed on Active Units (**Updates**).

11.3. If the Customer fails to install or make arrangements for the installation of an Update on all Active Units within one month of the Supplier's notifying the Customer that such Update is available for installation, the Supplier shall not be liable for any failure to provide the Platform Services to the extent that such failure would not have occurred but for the failure to install the Update.

11.4. The Supplier does not warrant that the Customer's use of the Platform Services will be uninterrupted or error-free; or that the Platform Services, Documentation and/or the information obtained by the Customer through the Platform Services will meet the Customer's requirements.

11.5. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.6. The Customer shall ensure that it complies promptly (and at its own cost) with any minimum hardware, software and internet protocol requirements specified by the Supplier for the purposes of establishing connectivity between the Customer's IT system and the Crave Platform.

11.7. The Customer shall comply with any laws and regulations applicable to its use of the Platform Services.

11.8. Unless otherwise agreed in writing by the Supplier, any updates that the Customer wishes the Supplier to make to the System with Customer Materials provided from time to time by the Customer at any time after the Acceptance Date shall be subject to agreement in accordance with condition 22.2 (variations) and the Customer paying the Supplier's standard charges in force from time to time to make such updates.

11.9. The Customer accepts that the Application Software and Platform Services are not designed to operate on Hardware that is more than 3 years old.

11.10. At any time after 36 months from the date of delivery of an item of Hardware, the Supplier:

(a)   has no obligation to provide the Platform Services in respect of such Hardware;

(b)   is not responsible for any delays, delivery failures or other loss or damage resulting from the use of such Hardware; and

(c)   has the right (but not the obligation) to discontinue the supply of Platform Services to such Hardware.

12. CUSTOMER DATA

12.1. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Materials.

12.2. In the event of any loss or damage to Customer Materials, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Materials from the latest back-up of such Customer Materials maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Materials caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Materials maintenance and back-up).

12.3. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

(a)   the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;

(b)   the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to The Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(c)   the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(d)   each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

13. WARRANTY

13.1. The Supplier shall use all reasonable care and skill to provide the Services in a professional and efficient manner.

13.2. The Supplier warrants to the Customer that the Hardware is free from defects of workmanship and materials. The Supplier undertakes (subject to the remainder of this condition 13), at its option, to repair or replace any part of the Hardware (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within the Warranty Period. If the Supplier is unable to repair or replace the defective part of the Hardware and if agreed with the Customer the Supplier shall refund the price paid by the Customer for the defective part of the Hardware.

13.3. The Supplier shall not be liable for a breach of the warranty contained in condition 13.2 unless:

(a)   the Customer gives written notice of the defect to the Supplier promptly on discovering the defect and in any event within the Warranty Period; and

(b)   after receiving the notice, the Supplier is given a reasonable opportunity of examining the Hardware (or the

relevant part of the Hardware) and the Customer (if asked to do so by the Supplier) returns such Hardware (or any relevant part) to the Supplier's place of business at the Supplier's cost for the examination to take place there.

13.4. The Supplier shall not be liable for a breach of the warranty in condition 13.2 if:

(a)   the Customer makes any use of the Hardware in respect of which it has given written notice under condition 13.3(a); or

(b)   the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice; or

(c)   the Customer alters or repairs the Hardware without the written consent of the Supplier.

13.5. Any repaired or replacement Hardware shall be under warranty for the unexpired portion of the Warranty Period.

13.6. The Supplier shall not be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.

13.7. The Supplier warrants that it has the right to license the Intellectual Property Rights in and to the Application Software to the Customer in accordance with the Contract.

13.8. Unless otherwise agreed in writing the Customer acknowledges that the System has not been developed to meet the Customer's individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the System meet the Customer's requirements.

13.9. The Supplier shall not be liable for defects in the Hardware caused by fair wear and tear, abnormal conditions of storage, of use or any act, neglect or default of the Customer or any third party.

13.10. Any manufacturer's terms or conditions of sale or general application endorsed on Hardware supplied by the Supplier shall be observed and complied with by the Customer. If there is any inconsistency between the manufacturer's terms and conditions and these Terms, these Terms shall prevail.

13.11. The Supplier shall be entitled, as soon as it is reasonably able, to investigate any alleged material defect in the Hardware and in the event of such defect being proved, shall remedy the same in accordance with its returns policy (such policy is available on request). The Customer shall, at the Supplier's election, reimburse the Supplier for any costs and expenses incurred by the Supplier where Hardware proves not to have been materially defective.

13.12. The Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of the Hardware to the Supplier.

14. **APPLICATION SOFTWARE**

14.1. The Customer understands and agrees that its use of the Application Software and the online software provided by the Supplier as part of the Services

("**Platform Software**") shall be subject to the terms of the EULA and the Customer may only use the Application Software and the Platform Software in accordance with the EULA. If there is any conflict between the EULA and these Terms, these Terms shall prevail.

15. **THIRD PARTY SOFTWARE**

15.1. If the Supplier supplies or provides any third party software to the Customer pursuant to the Contract, then such software shall be supplied or provided subject to the standard terms and conditions of the proprietor of such software at the time of supply or provision. The Customer undertakes to use such software, and to procure that such software is used, strictly in accordance with such terms and conditions.

16. **LIMITATION OF LIABILITY**

16.1. In this condition 16 the following shall mean an **"Event of Default"**: (a) any breach by the Supplier of its contractual obligations arising under the Contract (other than a breach arising from wilful default or recklessness); (b) any misrepresentation by the Supplier in connection with (whether or not contained in the agreement) the Contract (other than a fraudulent misrepresentation); (c) any tortious, act or omission, including negligence, arising in connection with the Supplier's performance under the Contract (other than any act or omission which is fraudulent or dishonest); and/or (d) any other act giving rise to a liability in respect of the Contract.

16.2. Subject to condition 16.3 all warranties, conditions and other terms implied by statute or common law are excluded from the Contract.

16.3. Nothing in the Contract limits or excludes the Supplier's liability to the Customer: (a) for death or personal injury resulting from its own or its employees', agents' or sub-contractors' negligence; (b) in relation to any fraudulent misrepresentation or fraudulent acts of its employees; or (c) for any breach of its obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be excluded or limited by law.

16.4. Subject to condition 16.3: (a) the Supplier's aggregate liability to the Customer in respect of all Events of Default shall be limited to the fees paid for the System and Services; (b) the Supplier shall not be liable to the Customer in respect of any Event of Default for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses even if such loss was reasonably foreseeable or the Supplier had been advised of incurring the same.

17. **INTELLECTUAL PROPERTY RIGHTS**

17.1. The Customer grants to the Supplier a non-exclusive licence to use the Customer Materials to the extent necessary to perform its obligations under the Contract. All Intellectual Property Rights in the Customer Materials remain owned by the Customer and the Customer warrants that the Supplier's use of the Customer Materials in accordance with the Contract will not infringe the rights of any third party.

17.2. The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the System and the Services (including Usage Data and Supplier Data)

are and shall remain the sole property of Crave Interactive Limited or (as the case may be) the third party licensor of such rights.

18. USAGE DATA

18.1. Where the Supplier processes Usage Data it does so as a data controller.

18.2. To the extent that the Supplier and the Customer are the data controller of the same personal data each of them will be separate (not joint) data controllers of such personal data.

18.3. The Customer understands and agrees that the Supplier may provide to the Users such fair processing notices, and/or secure from the Users such consents as the Supplier may deem necessary from time to time to enable the Supplier to process the Usage Data in accordance with all relevant laws and regulations.

18.4. The Customer shall have no right to the Usage Data unless a licence to use the Usage Data is agreed in writing in accordance with condition 22.2 (variation) which shall include agreement over the Supplier's charges for such licence;

19. CONFIDENTIALITY

19.1. All information disclosed by either party to the other in connection with the performance of the Contract, except such information as may be generally available to the public, shall be agreed to have been disclosed in confidence and each party must keep any such information as it may acquire confidential and, save to the extent required by law or by any governmental or other authority or regulatory body, not to disclose it to any other person or otherwise improperly use it either before or after the termination of the Contract except insofar as such information has entered the public domain otherwise than in breach of this condition.

20. ADVERTISING

20.1. From time to time the Supplier may (but is not obliged to) advertise the goods and services of third parties to Users (**Advertisements**). Such Advertisements shall conform to the Supplier's advertising policy in all material respects and shall not directly compete with the hotel services offered by the Customer.

20.2. Unless otherwise specified in the Proposal or agreed in writing by the Supplier all sums received by the Supplier for the Advertisements shall belong to the Supplier.

21. TERMINATION

21.1. The Contract shall commence on the date that the Contract is formed in accordance with condition 3.2. Unless terminated earlier in accordance with clause 21.2, the Contact shall continue for the initial period specified in the Proposal from the Acceptance Date (**Initial Term**) and shall automatically extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

21.2. The Supplier may terminate the Contract immediately at any time by written notice if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b) the Customer commits a breach of any material term of the Contract which, if capable of remedy, is not remedied within 21 days of notice from the Supplier;

(c) the EULA is terminated; or

(d) the Customer ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding the Customer up or the Customer enters into liquidation, whether compulsorily or voluntarily, or compounds with the Customer's creditors generally or has an administrator appointed over it or has a receiver appointed over all or any part of the Customer's assets or is the subject of a bankruptcy petition or order; or 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 this condition.

21.3. On termination, howsoever arising, the Customer shall pay to the Supplier all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of the Contract or otherwise.

21.4. Termination, howsoever or whenever it occurs shall be subject to any rights and remedies the Supplier may have under the Contract or in law.

21.5. The following conditions shall survive termination of these Terms conditions 4, 8, 16-22 inclusive and any other relevant conditions.

22. GENERAL

22.1. Neither party shall be liable for delay in performing or failure to perform obligations under the Contract if the delay or failure results from any Act of God war riot act of terrorism outbreak of hostilities strike or other industrial action of any kind malicious damage default of suppliers or sub-contractors accident failure or breakdown of plant or machinery fire flood explosion any act of local or national government or authority and any cause or circumstance whatsoever outside the reasonable control of the parties (a "**force majeure**"). In the event of any delay or failure under the Contract resulting from "force majeure" either party may rely on the provisions of this condition for exemption from liability for non-performance part performance defective performance or delay and in the event that any such delay or failure continues for a period in excess of 120 consecutive days either party shall have the right to terminate the Contract with immediate effect.

22.2. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their unauthorised representatives).

22.3. Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute the Customer an agent of the Supplier for any purpose. The Customer has no authority to act as agent for, or to bind, the Supplier in any way.

22.4. Notice given under the Contract shall be properly served only if it is in writing, sent by fax, email, first class pre-paid post (or by airmail post if to an address outside the country of posting) to the receiving party, at the

address, email address or fax number, given in the Contract or notified to the other party in some other way. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if sent by post 2 working days after the notice shall have been posted (5 working days if sent by airmail post); (c) if sent by fax or email, at 9.00 am on the next working day after completion of transmission (provided that an error free transmission report has been received by the sender). This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.5. The Contract together with any documents referred to in the Contract constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to the System and Services. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

22.6. The Customer must not assign, transfer, charge or deal in any other manner with the Contract or any of the Customer's rights under it, or purport to do any of the same, nor sub-contract any of the Customer's obligations under the Contract.

22.7. The Contract and any dispute or claim arising out of or in connection with the Contract (or its subject matter) shall be governed by the law of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (**Incoterms**) shall apply but where they conflict with the Contract, the Contract shall prevail.

22.8. 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).

22.9. A person who is not a party to the Contract shall not have any rights under or in connection with it.

End User Licence Agreement

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE

This licence agreement (**"Licence"**) is a legal agreement between Crave Interactive Limited (Company No. 7035427) whose Registered Office is at Fairbourne Drive, Atterbury, Milton Keynes, MK10 9RG (**"the Licensor"**) and the person named in the order form (the **"Customer"**) for the Licensor's mobile application software product specified in the proposal attached to this Licence (**"Application"**), which includes online or electronic documentation (**"Documentation"**), services accessible through the Application (**"Platform Services"**) and any online software applications provided by the Licensor as part of the Platform Services (**"Platform Software"**).

BY SUBMITTING ITS ORDER FOR THE APPLICATION THE CUSTOMER AGREES TO THE TERMS OF THIS LICENCE WHICH WILL BIND IT AND ITS EMPLOYEES. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS LICENCE, THE LICENSOR IS UNWILLING TO LICENSE THE SOFTWARE TO THE CUSTOMER WHO MUST NOT SUBMIT ITS ORDER OR USE THE APPLICATION AND MUST DELETE THE APPLICATION AND ALL ACCOMPANYING DOCUMENTATION FROM ALL MOBILE DEVICES OR OTHER MEDIA ON WHICH THE APPLICATION AND ALL ACCOMPANYING DOCUMENTATION IS STORED. IF THE CUSTOMER BOUGHT THE APPLICATION FROM AN AUTHORISED THIRD-PARTY RESELLER, PLEASE NOTE THAT THE RESELLER HAS THE RIGHT TO ENTER INTO THIS LICENCE ON THE LICENSOR'S BEHALF.

1. ACKNOWLEDGEMENT

1.1. The terms of this Licence apply to the Application including any updates or supplements to the Application unless they come with separate terms, in which case those terms apply.

1.2. The Customer accepts it may be charged by its service providers for internet access on the mobile telephone or handheld devices owned or controlled by the Customer on which the Application is installed or to which the Application is downloaded (**Hardware**). The Customer accepts responsibility for the use of the Application or any Service on or in relation to any Hardware.

1.3. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.4. Clause headings shall not affect the interpretation of this Licence.

2. GRANT AND SCOPE OF LICENCE

2.1. In consideration of the Customer agreeing to abide by the terms of the Licence the Licensor hereby grants to the Customer a non-exclusive, non-transferable, revocable, licence to use the Application on the Hardware on the terms of this Licence for the duration of the Licence specified in the Customer's order unless or until terminated in the circumstances set out in condition 7 (the "**Term**").

2.2. The Customer may:

(a) View, use and display the Application on the Hardware for the purposes of the Customer's business only;

(b) Permit individuals who attend the Customer's premises (**Guests**) to view and use the Application on the Hardware while on the Customer's premises

(c) receive and use any free supplementary software code or update of the Application incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time;

(d) use any Documentation in support of the use permitted under condition 2.2 and make up to one copy of the Documentation as is reasonably necessary for its lawful use.

3. THE CUSTOMER'S UNDERTAKINGS

3.1. Except as expressly set out in this Licence or as permitted by any local law, the Customer undertakes:

(a) not to copy the Application, Platform Software or Documentation except where such copying is incidental to normal use of the Application or where it is necessary for the purpose of back-up or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Application, Platform Software or Documentation;

(c) not to make alterations to, or modifications of, the whole or any part of the Application or Platform Software or permit the Application or Platform Software or any part of them to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application or Platform Software or attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Application and/or Platform Software with another software program, and provided that the information obtained by the Customer during such activities: (i) is used only to achieve inter-operability of the Application and/or Platform Software with another software program; (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party; and (iii) is not used to create any software which is substantially similar to the Application and/or Platform Software;

(e) to keep all copies of the Application secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Application;

(f) to include the Licensor's copyright notice on all entire and partial copies the Customer makes of the Application on any medium;

(g) to supervise and control use of the Application and ensure that the Application is used by the Customer's Guests, employees and representatives in accordance with the terms of this Licence;

(h) to replace the current version of the Application with any updated or upgraded version or new release provided by the Licensor under the terms of this Licence;

(i)   not to provide, or otherwise make available, the Application in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than the Customer's employees without prior written consent from the Licensor Provided That the Customer may make the Application available to Guests in object code form only and pre-installed on the Hardware

(j)   not use the Application, Platform Software or Platform Services accessible through the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Application, Platform Software, Platform Services or any operating system;

(k)   not infringe the Licensor's IPR or those of any third party in relation to the Customer's use of the Application, Platform Software or Platform Services including the submission of any material (to the extent that such use is not licensed by this Licence);

(l)   not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of the Application and Platform Services; and

(m)   not use the Application or Platform Services in a way that could damage, disable, overburden, impair or compromise the Licensor's systems or security or interfere with other users.

3.2   The Customer must permit the Licensor and their representatives, at all reasonable times and on reasonable advance notice, to inspect and have access (including remote and physical access) to any premises, and to the computer equipment located there, at which the Application or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that the Customer is complying with the terms of this Licence.

4.   **INTELLECTUAL PROPERTY RIGHTS**

4.1.   In this Licence **"IPR"** means all copyright, trademarks, designs, patents, know-how or other rights in the nature of intellectual property rights (whether registered or unregistered) throughout the world. The Customer acknowledges that all IPR in the Application and the Documentation belongs to the Licensor, that rights in the Application are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Application or the Documentation other than the right to use them in accordance with the terms of this Licence.

4.2.   The Customer acknowledges that it has no right to have access to the Application in source code form or in unlocked coding or with comments.

4.3.   The integrity of this Application may be protected by technical protection measures which the Customer must not attempt in any way to remove or circumvent.

5.   **WARRANTY**

5.1.   The Customer acknowledges that the Application has not been developed to meet its individual requirements and that it is therefore its responsibility to ensure that the facilities and functions of the Application as described in the Documentation meet its requirements.

5.2.   The Customer acknowledges that the Application may not be free of bugs or errors and it agrees that the existence of any minor errors shall not constitute a breach of this Licence.

5.3.   Any warranty relating to any Hardware and/or services supplied by the Licensor or its authorised reseller will be set out in the appropriate terms and conditions of sale of such Hardware and/or services as supplied by the Licensor or an authorised third party reseller.

6.   **LICENSOR'S LIABILITY**

6.1.   In this condition 6 the following shall mean an **"Event of Default"**: (a) any breach by the Licensor of its contractual obligations arising under this Licence (other than a breach arising from wilful default or recklessness); (b) any misrepresentation by the Licensor in connection with (whether or not contained in the agreement) this Licence (other than a fraudulent misrepresentation); (c) any tortious, act or omission, including negligence, arising in connection with the Licensor's performance under this Licence (other than any act or omission which is fraudulent or dishonest); and/or (d) any other act giving rise to a liability in respect of this Licence.

6.2.   Subject to condition 6.3 all warranties, conditions and other terms implied by statute or common law are excluded from this Licence.

6.3.   Nothing in this Licence limits or excludes the Licensor's liability to the Customer: (a) for death or personal injury resulting from its own or its employees', agents' or sub-contractors' negligence; (b) in relation to any fraudulent misrepresentation or fraudulent acts of its employees; or (c) for any breach of its obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be excluded or limited by law.

6.4.   Subject to condition 6.3: (a) the Licensor's aggregate liability to the Customer in respect of all Events of Default shall be limited to the aggregate fee paid or payable by the Customer for the licence granted under this Licence to use the Application or (where the Licence operates for more than 12 months) the fee shall be deemed to be the average sum paid or payable to the Licensor in a 12 month period of the Licence; (b) the Licensor shall not be liable to the Customer in respect of any Event of Default for (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses even if such loss was reasonably foreseeable or the Licensor had been advised of incurring the same.

6.5.   Subject to condition 6.3, the Licensor's liability for infringement of third party IPR shall be limited to breaches of rights subsisting in the UK.

7.   **TERMINATION**

7.1.   The Licensor may terminate this Licence immediately by written notice to the Customer if:

(a)   the Customer commits a breach of any term of the Licence which (if capable of remedy) is not remedied within seven (7) days of the Licensor notifying the Customer of the breach; or

(b)   the Customer ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding the Customer up or it enters into liquidation, whether compulsorily or voluntarily, or compounds with its creditors generally or has an administrator appointed over it or has a receiver appointed over all or any part of its assets or is the subject of a bankruptcy petition or order; or any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition.

7.2.   Upon termination for any reason:

(a)   all rights granted to the Customer under this Licence shall cease;

(b)   the Customer must cease all activities authorised by this Licence;

(c)   the Customer must immediately delete or remove the Application from all Hardware and other computer equipment in its possession and immediately destroy all copies of the Application then in the Customer's possession, custody or control and certify to the Licensor that the Customer has done so; and

(d)   The Licensor may remotely access the Hardware and remove the Application from all of the Hardware.

8.   **GENERAL**

8.1.   The Licensor shall have no liability to the Customer under this Licence if it is prevented from or delayed in performing its obligations under this Licence, if such delay or prevention result from events, circumstances or causes beyond its reasonable control, provided that the Customer is notified of such an event and its expected duration.

8.2.   Nothing in this Licence is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute the Customer an agent of the Licensor for any purpose. The Customer has no authority to act as agent for, or to bind, the Licensor in any way.

8.3.   Any notice given under this Licence shall be properly served only if it is in writing, sent by fax, first class pre-paid post to the receiving party, at the addresses/fax numbers stated at the beginning of this Licence.

8.4.   The Licence constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to the right to use the Application.   Each party acknowledges that, in entering into the Licence, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Licence.

8.5.   The Customer must not assign, transfer, charge or deal in any other manner with the Licence or any of its rights under it, or purport to do any of the same, nor sub-contract any of its obligations under the Licence.

8.6.   This Licence and any dispute or claim arising out of or in connection with this agreement shall be governed by the law of England and Wales.

8.7.   The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence.

8.8.   A person who is not a party to the Licence shall not have any rights under or in connection with it.