

## **SCHEDULE**

This licence agreement between Propix Limited trading as Peak Imaging (the Company) and the customer (the Image Owner) grants the Image Owner a non-exclusive, non-transferable licence to use the Peak On Line Order (POLO System) under the terms and conditions detailed below. These terms and conditions are in addition to our standard terms of business as detailed in our current price guide.

### **POLO WEB PAGES**

On payment of the set-up charge and thereafter a variable monthly fee as stated in the attached schedule, the Company agrees to set up and maintain a POLO web page for the Image Owner and upload low resolution copy images of all originals sent to the Company for printing to the said web pages for viewing via the www.

### **HIGH RESOLUTION STORAGE**

To facilitate print re-orders the Company shall also store (free of charge) high resolution copies of the above originals on its file servers for a period of six months. After this period the images will be deleted or, on request, transferred to the Image Owner on CD/DVD at our standard charge for such a service.

### **USE OF THE SYSTEM BY THE IMAGE OWNER**

The System shall be used only for the Image Owners own, and its customer's, image management, web album display and photo sales activities and shall not be used to provide the same for any third party laboratory, whether by trade or otherwise. The Image Owner shall follow all reasonable instructions given by the Company from time to time with regard to the use of the POLO System. The Image Owner may not copy any part of the POLO System and may not transfer it to another location.

### **THE IMAGE OWNERS RESPONSIBILITIES**

The Image Owner will indemnify the Company against any cost or cost of legal action resulting from any employee or user that has been given access to the System by the Image Owner, uploading any image(s) that may cause offence due to racist, pornographic or any other offensive content, that are in breach of copyright or judged to be of an unlawful nature or in violation of UK or international law or regulation. Only low-resolution images, at the sizes specified in the documentation or in the 'Help' pages on the system, may be uploaded to the POLO System. At no time must the ftp area be used by the Image Owner for the transmission of any other kind of file, or for the distribution of any files not directly relating to our photographic services.

### **LOSS OR DAMAGE TO IMAGES**

Images uploaded or stored are deemed to be copy images. The Company will not be liable for the loss of, or corruption to, any of the images uploaded or stored. Negatives, transparencies and digital originals should be retained by the Image Owner for safekeeping. In the event of loss or corruption to copy images within the agreed storage times the Company will rescan any images required to complete orders placed with us, free of charge.

### **PERFORMANCE**

The Company undertakes that, provided it is operated in accordance with the instructions, the System will perform in accordance with the published System Specification existing at the date of delivery. The Company does not guarantee that the System is free of minor errors, not materially affecting performance. The undertaking given in this clause is in lieu of any condition or warranty expressed or implied by law as to the quality or fitness for any particular purpose of the System. While the Company will use its best endeavours to make the System available at all times, we will not be responsible for any direct or circumstantial loss incurred by the Image Owners or any users, for any time that the System is not available.

While the Company will take all reasonable precautions to protect the System by the use of automated virus checking and protection software, the Company will not be responsible for any direct or circumstantial loss incurred by the Image Owner or any users, resulting from a virus attack, be it affecting the Company's own Internet servers or passed on from any other third party Internet server.

### **TERMINATION**

Either party may terminate this agreement by giving three months' prior written notice to the other. Either party may terminate the agreement forthwith on written notice if the other party shall become insolvent or bankrupt or make an arrangement with his creditors to go into liquidation.

## SCHEDULE

### CHARGES

Our current charges are set out below. The Company shall have the right to vary periodic service charges and maintenance charges by giving to the Image Owner not less than 3 months' written notice in advance of such variation, being effective from the end of the said period or at any time thereafter.

**Initial Set-Up Charge** £50.00

### Monthly Charges

Small User Pack ( <i>up to 2,500 images online</i> )	£ 27.50
Standard Pack ( <i>up to 25,000 images online</i> )	£ 50.00
Standard Pack 2 ( <i>from 25,001 to 50,000 images online</i> )	£ 75.00
Standard Pack 3 ( <i>from 50,001 to 100,000 online images</i> )	£100.00
More than 100,000 images	By negotiation

### Other Charges

Credit/debit card handling charges 3.00% on each order placed

**Prices shown are exclusive of VAT**

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Company Name _____	Contact Name _____
Address _____	Tel _____
_____	Fax _____
_____	Email _____
_____	Website _____

If you are VAT registered, please enter your VAT number here \_\_\_\_\_

I wish my POLO url to be named \_\_\_\_\_

I wish to start using my POLO site from \_\_\_\_\_

I have read and agree to the terms and conditions of this licence agreement (detailed overleaf) and understand that on or after the first date of every month the card details I have given below will be debited to cover the cost of my POLO site.

Signed \_\_\_\_\_

Please debit my :

Mastercard

Visa

Switch

Delta

Card Number

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Valid from

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Issue No

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Expiry date

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Switch & Debit Cards only