

viu Systems Limited – Terms of Use

viu has developed a software platform which it makes available to subscribers via the internet for the purpose of Customer Feedback Capture and Engagement. viu agrees to provide this service subject to these terms of use.

DEFINITIONS

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the viu platform.

Client: The company, business, partnership or other trading structure that wishes to use the viu Platform.

Customer Data: the data transferred by the Client or supplier on the Client's behalf for the purpose of using the viu platform.

Effective Date: the date at which you first access our Services

Initial Subscription Term: 12 months from commencement of use of the Service

Renewal Period: 12 months from the point of renewal

Services: the subscription services provided by viu to the Client under this agreement.

Software: the online software applications provided by viu as part of the Services.

Subscription Fees: the subscription fees payable by the Client to viu for the User Subscriptions, as set out in Subscription Fees.

User Subscriptions: the user subscriptions purchased by the Client which entitle Authorised Users to access and use the Services in accordance with this agreement.

USER SUBSCRIPTIONS

Subject to the Client purchasing the User Subscriptions and the other terms and conditions of these terms of use, viu hereby grants to the Client a nonexclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term solely for the Client's internal business operations. In relation to the Authorised Users, the Client undertakes that the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed 200 users, per subscription, per location. In the event it transpires that the Client has underpaid Subscription Fees to viu, the Client shall pay an amount equal to such underpayment as calculated in accordance with the prices set out below in Subscription Fees within 10 Business Days of the date of the relevant audit. The Client shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service (as applicable) in any form or media or by any means; or access all or any part of the Service in order to build a product or service which competes with the Service.

ADDITIONAL USER SUBSCRIPTIONS

The Client can at any time during any Subscription Term, acquire additional User Subscriptions in excess of the number set out Subscription Fees and viu shall grant access to the Service to such additional Authorised Users in accordance with the provisions of these terms of use.

SERVICES

viu shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and unscheduled maintenance performed outside Normal Business Hours (9.00 am to 5.30 pm local UK time), where possible.

CUSTOMER DATA

viu will comply with the Data Protection Laws with respect to the processing of any Customer or Third-Party Customer Details. If viu processes any personal data on the Client's behalf when performing its obligations under these terms of use, the parties record their intention that the Client shall be the data controller and viu shall be a data processor and in any such case the Client acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Services and viu's other obligations under this agreement. viu shall process the personal data only in accordance with these terms of use and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

OUR OBLIGATIONS

viu undertakes that the Services will be performed substantially and with reasonable skill and care. viu does not warrant that the Client's use of the Services will be uninterrupted or error-free and is therefore 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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. viu warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms of use.

SUBSCRIPTION CHARGES AND PAYMENT

The Client shall pay the Subscription Fees to viu for the User Subscriptions as set out in Subscription Fees. the Client shall pay each invoice within 30 days after the date of such invoice. If viu has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of viu may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and viu shall be under no obligation to provide any or all of the Services while the Subscriptions concerned remain unpaid. All amounts and fees stated or referred to in these terms of use shall be payable in pounds sterling and are non-cancellable and non-refundable. Subscriptions are exclusive of value added tax, which shall be added at the appropriate rate. viu shall be entitled to increase the Subscription Fees, upon 30 days' prior notice to the Client and Subscription Fees as detailed below shall be deemed to have been amended accordingly.

IP & PROPRIETARY RIGHTS

The Client acknowledges and agrees that viu and/or its licensors own all intellectual property rights in the Services patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services. viu confirms that it has all the rights in relation to the Services that are necessary to grant all the rights in accordance with these terms of use.

TERM AND TERMINATION

These terms of use shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, these terms of use shall be automatically renewed for successive periods of 12 months (**Renewal Period**), unless either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period or otherwise terminated in accordance with the provisions of these terms of use. In the event of Termination viu shall use reasonable commercial endeavours to deliver to the Client within 30 days of its receipt of a written request any Customer Data or information pertaining to it, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by viu in returning or disposing of Customer Data.

GOVERNING LAW AND JURISDICTION

These terms of use and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

SUBSCRIPTION FEES

At the Effective Date of these Terms of use Subscription Fees are £495 pcm for the initial Subscription allowing for a maximum of 200 users at a given location plus a further £100 pcm for every additional operational location or subsequent batch of 200 users.

viu Systems Limited incorporated and registered in England and Wales with company number 08141298 whose registered office is at St Georges Court, St. Georges Road, Bristol, England, BS1 5UG, **viu**