



Wedding Tool Pro

Service Agreement

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Account" means an account enabling a person to access and use the Hosted Services;

"Agreement" means a contract made under these Terms and Conditions between the Provider and the Customer;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 11:00 to 19:00 GMT/BST on a Business Day;

"Charges" means the amounts that the Customer has chosen to purchase in order to use the licence of the *Hosted Services* and specified on the Provider's website <https://www.wedding-tool.com>;

"Customer" means the person or entity identified as such in the Services Order Form;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means the documentation for the Hosted Services produced by the Provider and made available by the Provider to the Customer;

"Effective Date" means following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website <https://www.wedding-tool.com>, the date upon which the Provider sends to the Customer an order confirmation;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or web servers or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots and terrorist attacks);

"**Hosted Services**" means a platform called **Wedding Tool Pro** and available for all wedding planners and wedding agencies over the world as it makes it easier for them to organise weddings and events associated. This service will be made available by the Provider to each Customer as a licence service available on the Internet in accordance with these Terms and Conditions;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom and Netherlands from time to time;

"**Platform**" means the platform managed and used by the Provider in order to provide the *Hosted Services*, including the application and database software for the *Hosted Services*, the system and server software used to provide the *Hosted Services*, and the computer hardware on which that application, database, system and server software is installed;

"**Provider**" means **M.F. WEBPROJECT LTD**, a company incorporated in England and Wales (registration number 11680461) having its registered office at 20-22 Wenlock Road, London, N1 7GU, United Kingdom;

"**Services**" means any services that the Provider provides to the Customer, under these Terms and Conditions;

"**Services Order Form**" means an online order form published by the Provider on the Provider's website <https://www.wedding-tool.com> and completed and submitted by the Customer incorporating these Terms and Conditions by reference;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the *Hosted Services*, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"**Term**" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.5; and

"**Terms and Conditions**" means all the documentation containing the provisions of the Agreement, namely the main body of these Terms and Conditions, Schedule 1 (Acceptable Use Policy) and Schedule 2 (Personal Data Information), including any amendments to that documentation from time to time.

- 1.2 In this Terms and Conditions "we", "us" and "our" refer to **M.F. WEBPROJECT LTD** a company incorporated in England and Wales under the registration number 11680461 having its registered office at 20-22 Wenlock Road, London, N1 7GU United Kingdom

2. Term

- 2.1 The Agreement shall come into force upon the Effective Date, subject to the Provider has received the payment by the Customer, in accordance with the Clause 9.3.
- 2.2 These terms and conditions shall govern the use of the *Hosted Services* through a licence that the Provider grants to the Customer, in accordance with the Clause 9.3.
- 2.3 By using the platform, the Customer accepts these terms and conditions in full.

- 2.4 The Agreement shall continue in force up to the expiry date of the licence purchased by the Customer on the Provider's website and indicated in the *Services Order Form*, subject to termination in accordance with Clause 16.
- 2.5 Unless the parties expressly agree otherwise in writing, each *Services Order Form* shall create a distinct contract under these Terms and Conditions.

3. Hosted Services

- 3.1 The Provider hereby grants to the Customer a non-exclusive licence to use the Hosted Services by means of a Supported Web Browser for the personal and business purposes of the Customer (management of weddings and events) and not for any other purposes, in accordance with the Documentation during the Term.
- 3.2 The licence granted by the Provider to the Customer under Clause 3.1 is subject to the following limitations:
- (a) the Hosted Services may only be used by the named users identified in wedding planners and their clients, providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and
 - (b) we reserve the right to restrict access to areas of the platform, or indeed our whole platform, at our discretion; the Customer must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Platform.
- 3.3 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.1 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the *Hosted Services*;
 - (b) the Customer must not permit any unauthorised person to access or use the *Hosted Services*;
 - (c) the Customer must not republish or redistribute any content or material from the *Hosted Services* (including republication on another website or platform);
 - (d) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
 - (e) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform.
 - (f) the Customer must not:
 - (f.1) show any material from the Hosted Services in public;
 - (f.2) exploit material from the Platform for a commercial purpose,unless the Customer own or control the relevant rights in the material.
 - (g) the Customer must not use the Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 3.4 The Customer shall use reasonable endeavours, including reasonable security measures relating to own Account access details, to ensure that no unauthorised person may gain access to the *Hosted Services* using the Customer's Account.
- 3.5 The Provider shall use reasonable endeavours to maintain the availability of the *Hosted Services* to the Customer at the gateway between the public internet and the

network of the hosting services provider for the use of the *Hosted Services*, but does not guarantee 100% availability.

- 3.6 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the *Hosted Services* with the authority of the Customer or by means of the Customer's Accounts comply with Schedule 1 (Acceptable Use Policy).
- 3.7 The Customer must not use the *Hosted Services* in any way that causes, or may cause, damage to the *Hosted Services* or Platform or impairment of the availability or accessibility of the *Hosted Services*.
- 3.8 The Customer must not use the *Hosted Services*:
 - (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.10 The Customer must ensure that all the information provided to us through the Platform, or in relation to the *Hosted Services*, are true, accurate, current, complete and non-misleading.
- 3.11 If the Customer use the *Hosted Services* or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing the Customer bind both:
 - (a) himself or herself; and
 - (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references the Customer in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.
- 3.12 The Provider shall register an account on behalf of the Customer who will receive an email with the Credentials (User ID and Password) to access on the Platform. These operation makes up to 24 hours to be completed following the Effective Date. It is strongly recommended to the Customer to change its password after the first access on the Platform and must keep its password confidential.
- 3.13 The Customer must notify us by email immediately for any unauthorised use of its account.
- 3.14 If the Customer must notify us by email immediately if it becomes aware of any disclosure of its password.
- 3.15 The Customer is responsible for any activity on the *Hosted Services* arising out of any failure to keep its password confidential, and may be held liable for any losses arising out of such a failure.
- 3.16 The Customer grant to us a non-exclusive, royalty-free licence to reproduce, store and publish its materials (including all works and materials without limitation text, graphics, images, audio material, video material and files) on and in relation to the *Hosted Services*.
- 3.17 The Customer grants to us the right to sub-license the rights licensed under the Clause 3.16.

- 3.18 The materials must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.19 The Customer's materials, and the use of its content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) be in breach of any contractual obligation owed to any person;
- 3.20 Without prejudice to our other rights under these terms and conditions, if the Customer breaches any provision of these terms and conditions in any way on its materials published into the Platform, or if we reasonably suspect that the Customer has breached these terms and conditions in any way, we may delete, unpublish or edit any or all of Customer's materials.
- 3.21 The Customer must be at least 18 years of age to use our *Hosted Services*; by using the platform or agreeing to these terms and conditions, the Customer warrants and represents to us that the age is equal or more than 18 years.

4. Customer Data

- 4.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.
- 4.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

5. Support Services

- 5.1 The Provider shall provide the Support Services to the Customer during the Term; any such Support Services shall be subject to this Clause 5.
- 5.2 The Provider shall make available to the Customer an email-based helpdesk.
- 5.3 The Provider shall provide the Support Services with reasonable skill and care.
- 5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 5.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk, following time frames:
- (a) 0-3 hours (during *Business Hours*) for issues classified as high priority by the Provider

- (b) within 24 hours for issues classified as medium priority by the Provider; and
- (c) within 2 working days for issues classified as low priority by the Provider.

5.6 The Provider shall suspend the provision of the Support Services following the expiry date of the licence purchased by the Customer for the use of the *Hosted Services*, in accordance with the Clause 2.4.

6. Mobile App

6.1 The parties acknowledge and agree that the use of the eventual future Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly these Terms and Conditions shall not govern any such use, rights, obligations or liabilities.

7. No assignment of Intellectual Property Rights

7.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

7.2 Subject to the express provisions of these terms and conditions, we, together with our licensors, own and control all the intellectual property rights in the *Hosted Services* and our materials on the Platform, in accordance with the Clause 7.1.

8. Charges

8.1 The Charges in respect of the *Hosted Services* will be as set out the Provider's website <https://www.wedding-tool.com> from time to time.

8.2 We may vary fees from time to time by posting new fees on the Provider's website <https://www.wedding-tool.com>, but this will not affect fees for services that have been previously paid.

8.3 Under these Terms and Conditions the Customer shall pay the Charges and applicable fees to the Provider in accordance to the period of the licence chosen by the Customer in the *Services Order Form*. Such period, Charges and applicable fees are stated in the *Services Order Form*.

8.4 The parties are agreed that all the detailed specification for services that the Customer has purchased on the Provider's website have been set out on such website at the time that the Customer made the purchase.

9. Payments

9.1 On the *Effective Date* the Customer must pay the Charges to the Provider in advance of the period to which they relate.

9.2 The Customer must pay all Charges to the Provider in accordance with the Clause 8.3, on the Provider's website <https://www.wedding-tool.com> following the submission of the *Services Order Form*.

9.3 Once the payment has been made, we will send to the Customer an order confirmation, at which point the contract between us for the supply of the *Services* shall come into force, in accordance with these Terms and Conditions.

9.4 If the Customer owe us any amount under or relating to these Terms and conditions, we may suspend or withdraw the provision of *Services*.

9.5 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Platform will be not available to the Customer and the Provider may claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

- 9.6 The Customer must contact us immediately to dispute any payment made to us and provide full details of the claim.

10. Distance contracts: cancellation right

- 10.1 This Clause 10 applies if and only if the Customer enters into the Agreement with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Agreement is a distance contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 10.2 The Customer may withdraw an offer to enter into the Agreement with the Provider or may cancel the Agreement entered into with the Provider at any time within the period:

- (a) beginning when the Agreement was entered into; and
- (b) ending at the end of 14 days after the day on which the Agreement was entered into,

subject to Clause 10.3. The Customer does not have to give any reason for the withdrawal or cancellation.

- 10.3 The Customer agrees that the Provider may begin the provision of services before the expiry of the period referred to in Clause 10.2, and the Customer acknowledges that, if the Provider does begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, the Customer will lose the right to cancel referred to in Clause 10.2; and
- (b) if the services are partially performed at the time of cancellation, the Customer must pay to the Provider an amount proportional to the services supplied or the Provider may deduct such amount from any refund due to the Customer in accordance with this Clause 10.

- 10.4 In order to withdraw an offer to enter into the Agreement or cancel the Agreement on the basis described in this Clause 10, the Customer must inform the Provider of the Customer's decision to withdraw or cancel (as the case may be). The Customer may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Customer may inform the Provider using the cancellation form that the Provider will make available to the Customer on the Platform. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 10.5 If the Customer withdraws an offer to enter into the Agreement, or cancels the Agreement, on the basis described in this Clause 10, the Customer will receive a full refund of any amount the Customer paid to the Provider in respect of the Agreement, except as specified in this Clause 10.

- 10.6 The Provider will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.

- 10.7 The Provider will process the refund due to the Customer as a result of a cancellation on the basis described in this Clause 10 without undue delay and, in any case, within the period of 14 days after the day on which the Provider is informed of the cancellation.

11. Data protection

- 11.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

- 11.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Agreement.
- 11.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 2 (Personal Data information) and Personal Data of the types specified in Paragraph 2 of Schedule 2 (Personal Data information); and the Provider shall only process the Customer Personal Data for the provision of the services in accordance with the use of the *Hosted Services* by the Customer (management of weddings and events related to the Customer's clients).
- 11.4 The Provider shall only process the Customer Personal Data during the Term and for not more than 190 days following the end of the Term, subject to the other provisions of this Clause 11.
- 11.5 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 11.6 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 11.7 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 11.8 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including the measures specified in the EU General Data protection policy of the Provider and updated by the Provider from time to time.
- 11.9 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 15 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed to the Provider by this Clause 11.
- 11.10 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, third parties within the categories specified in Paragraph 1 of Schedule 2 (Personal Data information).
- 11.11 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 11.12 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the communication of personal data breaches to the data subject and data protection impact assessments under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.12.
- 11.13 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay.

- 11.14 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 11 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.14, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.
- 11.15 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing in accordance with Clause 11.4, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 11.16 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 11. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.16, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Agreement or any security breach affecting the systems of the Provider.
- 11.17 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

12. Warranties

- 12.1 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- 12.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

13. Acknowledgements and warranty limitations

- 13.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the *Hosted Services* will be wholly free from defects, errors and bugs.
- 13.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the *Hosted Services* will be entirely secure.
- 13.3 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the *Hosted Services*; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the *Hosted Services* or the use of the *Hosted Services* by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

13.4 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on the Provider's website and in the *Hosted Services*;
- (b) that the material in the *Hosted Services* is up to date; or
- (c) that the *Hosted Services* or any service will remain available.

13.5 We reserve the right to discontinue or alter any or all of our services temporarily, and to stop publishing the *Hosted Services* temporarily, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, the Customer will not be entitled to any compensation or other payment upon the discontinuance or alteration of any services, or if we stop publishing the *Hosted Services*.

13.6 To the maximum extent permitted by applicable law and subject to Section 14.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, the *Hosted Services* and the use of the Platform.

14. Limitations and exclusions of liability

14.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 14.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

14.3 The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

14.4 The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.

14.5 The Provider will not be liable to the Customer in respect of any loss of revenue or income.

14.6 The Provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.

14.7 The Provider will not be liable to the Customer in respect of any loss or corruption of any data, database or software.

14.8 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

- 14.9 We will not be liable to the Customer in respect of any losses arising out of any event or events beyond our reasonable control.
- 14.10 The customer accepts that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, the Customer acknowledge that we are a limited liability entity; The Customer agree to not bring any claim personally against our officers or employees in respect of any losses that the Customer suffers in connection with the *Hosted Services* or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 14.11 The aggregate liability of the Provider to the Customer under the Agreement shall not exceed the greater of:
- (a) £ 50.00 (GBP); and
 - (b) the total amount paid and payable by the Customer to the Provider under the Agreement.

15. Force Majeure Event

- 15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16. Termination

- 16.1 Either party may terminate the Agreement by giving to the other party at least 30 days' written notice of termination.
- 16.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
- 16.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
 - (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

17. Effects of termination

- 17.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.9, 6, 9, 11.1, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 14, 17, 22 and 23.
- 17.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.
- 17.3 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not allow to the Customer to claim a full refund of any amount for the Services paid to the Provider in respect of the licence already issued by the Provider to the Customer for the provision of the services and in accordance with the use of the *Hosted Services* by the Customer.

18. Cancellation and suspension of account

18.1 We may:

- (a) suspend the Customer's account on the Platform;
- (b) cancel the Customer's account on the Platform; and/or
- (c) edit the Customer's account account details on the Platform,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services that the Customer have paid for and the Customer have not breached these terms and conditions, we will refund to the Customer a pro rata amount of its payment, such amount to be calculated by us using any reasonable methodology.

19. Notices

- 19.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods:
- (a) sent by email to the relevant email address specified into the Platform, in which case the notice shall be deemed to be received upon receipt of the email by the recipient's email server; or
 - (b) sent using the contractual notice mechanism incorporated into the Platform, in which case the notice shall be deemed to be received upon dispatch,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20. Subcontracting

- 20.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under these terms and conditions providing, if the Customer is a consumer, that such action does not serve to reduce the guarantees benefiting to the Customer under these terms and conditions.

21. Breaches of these terms and conditions

- 21.1 Without prejudice to our other rights under these terms and conditions, if the Customer breaches these terms and conditions in any way, or if we reasonably

suspect that the Customer has breached these terms and conditions in any way, we may:

- (a) send one or more formal warnings to the Customer;
- (b) temporarily suspend its access to the *Hosted Services*;
- (c) permanently prohibit the Customer from accessing to the *Hosted Services*; and/or
- (d) commence legal action against the Customer, whether for breach of contract or otherwise;

22. General

- 22.1 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.
- 22.2 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 22.3 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Agreement to any third party providing that such action does not serve to reduce the guarantees benefiting the Customer under the Agreement. The Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Agreement.
- 22.4 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 22.5 Subject to Clause 14.1, a *Services Order Form*, together with these Terms and Conditions and any Schedules, shall constitute the entire agreement between the parties in relation to the subject matter of that *Services Order Form*, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 22.6 The Agreement shall be governed by and construed in accordance with English law.
- 22.7 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms and Conditions.
- 22.8 If the Customer learns of any unlawful material or activity on the Platform, or any material or activity that breaches these terms and conditions, then the Customer can let us know about any such material or activity by email.
- 22.9 The Customer hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of any breach by the Customer of any provision of these terms and conditions.
- 22.10 Our Platform includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

- 22.11 We have no control over third party websites and their contents, and subject to Section 14.1 we accept no responsibility for them or for any loss or damage that may arise from the use of them for the Customer.
- 22.12 Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 22.13 The third party registered and unregistered trade marks or service marks on our platform are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.
- 22.14 We may revise these terms and conditions from time to time. The revised terms and conditions shall apply to the use of the *Hosted Services* from the date of publication of the revised terms and conditions on the platform, and the Customer hereby waives any right that may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 22.15 We will not file a copy of these terms and conditions specifically in relation to each user or Customer and, if we update these terms and conditions, the version to which the Customer originally agreed will no longer be available on the Platform. We recommend to the Customer to save a copy of these terms and conditions for future reference.
- 22.16 These terms and conditions are available in the English language only.

23. Interpretation

- 23.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 23.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 23.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 23.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

24. Our details

- 24.1 The *Hosted Services* is owned and operated by **M.F. WEBPROJECT LTD.**
- 24.2 We are registered in England and Wales under registration number 11680461, and our registered office is at 20-22 Wenlock Road, London, N1 7GU – United Kingdom.
- 24.3 The Customer can contact us:
- (a) by post, to the postal address of our registered office;
 - (b) using our website contact form; or
 - (c) by email, using admin@mfwebproject.co.uk.

SCHEDULE 1 (ACCEPTABLE USE POLICY)

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the platform called **Wedding Tool Pro** at **weddingtool.pro** subdomain and available through a licence grant to you (the "**Services**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to **M.F. WEBPROJECT LTD** a company incorporated in England and Wales (registration number 11680461) having its registered office at 20-22 Wenlock Road, London, N1 7GU, United Kingdom (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.

2. Unlawful Content

- 2.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 2.2 Content must not depict violence in an explicit, graphic or gratuitous manner.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Factual accuracy

- 3.1 Content must not be untrue, false, inaccurate or misleading.
- 3.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

4. Etiquette

- 4.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 4.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 4.3 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 4.4 You must not use the Services for the purpose of deliberately upsetting or offending others.
- 4.5 You must at all times be courteous and polite to other users of the Services.

5. Spam

- 5.1 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 5.2 You must not send any spam to any person using any email address or other contact details made available through the Services or that you find using the Services.

6. Monitoring

6.1 You acknowledge that we may actively monitor the Content and the use of the Services.

7. Data mining

7.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

8. Harmful software

8.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

SCHEDULE 2 (PERSONAL DATA INFORMATION)

1. Categories of data subject

- *The individual clients and suppliers related to the **Customer**.*

2. Types of Personal Data

- *First name*
- *Last name, Surname*
- *Business name (for suppliers)*
- *Person in charge (for suppliers)*
- *Email Address*
- *Phone number*
- *Nationality*
- *Residential Country*
- *Current postal address*
- *City*
- *Post code*
- *Document of Identification (type of document, number, date of expiration)*
- *Date of birth*
- *Place of birth*
- *Gender*
- *Local Time zone*

3. How we use your personal data

- 3.1 References in this Schedule to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Schedule to "us" are to **M.F. WEBPROJECT LTD** a company incorporated in England and Wales (registration number 11680461) having its registered office at 20-22 Wenlock Road, London, N1 7GU, United Kingdom (and "we" and "our" should be construed accordingly).
- 3.2 In this Section 3 we have set out:
- (a) the general categories of personal data that we may process;
 - (b) the purposes for which we may process personal data; and
 - (c) the legal bases of the processing.
- 3.3 We may process data about your use of our website and services ("**usage data**"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the website

and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

- 3.4 We may process your account data ("**account data**"). The account data may include your name and email address. The source of the account data is you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business or the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 3.5 We may process information that you post for publication through our services ("**publication data**"). The publication data may be processed for the purposes of enabling such publication and administering our services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business or the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 3.6 We may process information contained in any enquiry you submit to us regarding our services ("**enquiry data**"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant services to you.
- 3.7 We may process information relating to our customer relationships, including customer contact information ("**customer relationship data**"). The customer relationship data may include your name, your contact details, and information contained in communications between us and you. The source of the customer relationship data is you. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers. The legal basis for this processing is our legitimate interests, namely the proper management of our customer relationships.
- 3.8 We may process information relating to transactions, including purchases of our services, that you enter into with us and/or through our website ("**transaction data**"). The transaction data may include your contact details, your card details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract and our legitimate interests, namely the proper administration of our website and business.
- 3.9 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("**notification data**"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- 3.10 We may process information contained in or relating to any communication that you send to us ("**correspondence data**"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.
- 3.11 We may process any of your personal data identified in this document where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

- 3.12 We may process any of your personal data identified in this document where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.
- 3.13 In addition to the specific purposes for which we may process your personal data set out in this Section 3, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.