

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions:

Business Hours: means 9am — 6pm, Monday to Friday, excluding Bank Holidays in the UK.

Client: the person or firm who purchases Services from Geist*Studio Limited.

Client's Customer Data: means any personal data of the Client's customer(s), collected pursuant to the provision of the Services and processed by Geist*Studio Limited as part of the Services.

Client Data: means the Client's personal data, processed by Geist*Studio Limited in the course of business and in line with its privacy policy.

Client Default: has the meaning set out in clause 4.4.

Client Materials: means any documents, copy, Intellectual Property Rights, artwork, logos, text, graphic, photograph, video, illustration, animation and any other materials or information owned by or licensed to the Client which are provided to Geist*Studio Limited by or on behalf of the Client.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time by Geist*Studio Limited.

Contract: means the agreement executed between Geist*Studio Limited and the Client recording the terms of the Statement of Work and incorporating these Conditions.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation:

- (i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.

Deliverables: means the deliverables, including (but not limited to, as relevant) the Site, Video and/or Video Products set out in the Statement of Work, which Geist*Studio Limited has agreed to provide as part of the Services.



Delivery: shall mean:

- (i) where the Deliverables relate to design and/or Video and Video Products, when the final design package or Video or Video Product (as the case may be) is sent over to the Client following written sign-off from the Client.
- (ii) where the Deliverables relate to design of a Site, the date on which the Site goes.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fees: means the fees payable by the Client to include any agreed costs and expenses incurred by Geist*Studio Limited for the provision of the Services in accordance with clause 8. Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance from regulatory and advisory bodies (whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Client, relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Intellectual Property Rights: means all intellectual property rights including reversions, revivals, extensions and renewals (and all associated rental and lending rights) and all applications for registration: patents or patent applications, any trade marks (whether or not registered); inventions, moral rights, discoveries, utility models and improvements whether or not capable of protection by patent or registration, copyright or design rights (whether registered or unregistered), database rights, performer's property rights as described in Part II, Chapter X of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world, any goodwill in any trade or service name, trading style or get-up and any and all other intellectual or proprietary rights.

Geist*Studio Limited: Geist*Studio Limited registered in England and Wales with company number 09089498.

Geist*Studio Limited Own Materials: means software (including all programming code in object and source code form), methodologies, know-how and processes and materials (including the Geist*Studio Limited Edit Files) in relation to which the Intellectual Property Rights are owned by (or licensed to) Geist*Studio Limited and which are already in existence or created by or for Geist*Studio Limited outside of a client project and which are intended to be reused across its business.

Geist*Studio Limited Edit Files: the digital files created by Geist*Studio Limited during the production phases of the Video, which would disclose the know-how and/or methodologies utilised by Geist*Studio Limited in its editing processes and which may be unique to Geist*Studio Limited.

Services: means the Services to be supplied by Geist*Studio Limited under the Contract, as set out in the Statement of Work.

Service Levels: means the service levels at Schedule 1 of these Conditions and referred to in clause 5.1(b).



Site: where it forms a part of the Services to be provided under the Statement of Work, the website to be designed, developed and/or hosted by Geist*Studio Limited pursuant to the Contract.

Site Software: where relevant to the Contract, the software for the Site commissioned by the Client as specified in the Statement of Work.

Site Specification: where relevant to the Contract, the specification for the Site set out in the Statement of Work.

Statement of Work: means the agreement for, and specification of, the Services (including Deliverables and agreed fees) to be carried out by Geist*Studio Limited, comprising the contract details and the documents referred to in it.

Term: means the period from the date that the Contract is fully signed until such time as is described in Clause 3.

Third-Party Products: those third party software products set out in the Statement of Work.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Video: the corporate, promotional or other type of film to be produced by Geist*Studio Limited under the Contract in accordance with the brief set out in the Statement of Work.

Video Product: the Video, and accompanying deliverables and all performances and literary, dramatic, artistic and musical material incorporated by Geist*Studio Limited into the Video but excluding rights in works owned by the Client.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as it is in force as at the Commencement Date of the Contract; and
 - (ii) shall include all subordinate legislation made as at the Commencement Date of the Contract under that legislation or legislative provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.



2. Appointment and Scope of Services

- 2.1 Quotes provided by Geist*Studio Limited are valid for 28 calendar days from the date of issue and shall not constitute an offer for the Services. Quotes are based upon the specification given by the Client and relate to the proposed Services set out on the quote.
- 2.2 Where the Client has agreed a quote, Geist*Studio Limited shall provide the Client with a Statement of Work which shall set out the agreed specification of the Services and Deliverables, Fees and any other required contract details and shall constitute an offer for the Services. The Statement of Work shall incorporate these Conditions and, once executed, by both parties the Contract shall come into effect (**Commencement Date**).
- 2.3 The Client acknowledges and accepts that changes to the Services and their requirements as specified in the Statement of Work may result in additional charges and a revised quote. Additional services and any relevant additional Fees may be agreed from time to time in writing by way of written amendment to the Statement of Work, in accordance with clause 15.4.
- 2.4 Geist*Studio Limited will not be obliged to perform any work on behalf of the Client until the Statement of Work is signed. Where Geist*Studio Limited does agree to provide or perform any Services prior to the Commencement Date (other than pursuant to a separate contract between the parties) those Services shall be governed by the Contract as if provided and / or performed after the Commencement Date.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by Geist*Studio Limited and any descriptions or illustrations contained in or on its website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3. Term

- 3.1 The Contract shall commence on the Commencement Date (unless a different start date for the Services is stated in the Statement of Work) and, subject to clauses 3.2 and 3.3, shall continue for the agreed duration set out in the Statement of Work (**Term**), unless terminated sooner in accordance with clause 3.3 or clause 12 of these Conditions.
- 3.2 Subject to clause 3.4, where Geist*Studio Limited is providing a fixed set of Deliverables as part of the Services under the Contract, the Term will ordinarily end on the agreed date of Delivery of the agreed Deliverables, unless stated to the contrary in the Statement of Work. Thereafter, and where the Statement of Work states it to be the case, an Edit Period may apply in accordance with clause 5.1(c).
- 3.3 Where Services are being provided (but not as a project as provided under clause 3.2), Geist*Studio Limited will specify an initial fixed term in the Statement of Work (Initial Term). The Initial Term will automatically continue as successive rolling monthly terms, or as otherwise as stated in the Statement of Work (**Successive Term**) until either party gives notice to terminate to the other, in writing, at least 30 days before the end of the then current Successive Term. The Initial Term and the Successive Term(s) shall together constitute the Term.



- 3.4 Where Geist*Studio Limited is producing a Video as part of the Deliverables under clause 3.2, the parties shall agree the dates, times and locations for the preparation, production and post-production of the Video during the Term in the Statement of Work (**Production Schedule**). Where any postponement of the Production Schedule is required, clause 3.5 shall apply.
- 3.5 The Client may postpone any part of the Production Schedule, on no less than 4 calendar weeks' prior written notice to Geist*Studio Limited, at which time the parties shall discuss and agree (as far as practicable) a revised Production Schedule together with any associated additional Fees as a result of such postponement. The parties shall agree and amend the Statement of Work to incorporate the revised Production Schedule and revised Fees in accordance with clause 15.4. Where less than 4 weeks' prior notice to postpone is provided by the Client, the Client shall be responsible for all costs arising as a result of the postponement to the extent that Geist*Studio Limited (acting reasonably) is unable to redeploy those resources elsewhere. For the avoidance of doubt the Client acknowledges and agrees that it shall bear the risk of all additional costs incurred by reason of its request to postpone the Production Schedule.

4. Client Obligations

- 4.1 The Client shall:
- (a) ensure that it gives Geist*Studio Limited full and clear briefings on the specification for the Services and any Deliverables and that all information it provides is complete and accurate;
 - (b) cooperate with Geist*Studio Limited in all matters relating to the Services; and
 - (c) promptly supply Geist*Studio Limited with any Client Materials as Geist*Studio Limited may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
- 4.2 The Client warrants and undertakes that:
- (i) it has full power and authority to enter into the Contract and in doing so, it will not be in breach of any obligation to a third-party;
 - (ii) it has all rights and licences in place (and, where required, paid up to date) to enable use by Geist*Studio Limited of all Client Materials and that the use of the same will not breach the Intellectual Property Rights of any third-party;
 - (iii) the Client Materials comply with all applicable laws and regulations and are accurate including, without limitation, in relation to all matters connected with the Client's products and/or services;
 - (iv) where the Services include Site development and/or hosting:
 - (a) it will use the Site created and/or hosted by Geist*Studio Limited only for lawful purposes. In particular, the Client represents, warrants and undertakes that it will not use the server of the Site in any manner which infringes any law or regulation or which infringes the rights of any thirdparty, nor will it authorise or permit any other person to do so;
 - (b) it will not send bulk email, whether opt-in or otherwise, from Geist*Studio Limited's network; nor will it promote a Site hosted on the network



using bulk email. The Client acknowledges that Geist*Studio Limited shall be entitled (at its sole discretion) to block any email address sending any unsolicited email; Geist*Studio Limited - Standard Terms and Conditions Page 6 of 19

- (c) it will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory. Geist*Studio Limited reserves the right to remove any material which it deems inappropriate from the Client's Site without notice to include (but not limited to) Warez or illegal MP3 content;
 - (d) it shall keep secure any identification, password and other confidential information relating to their account and shall notify Geist*Studio Limited immediately of any known or suspected unauthorised use of their account or breach of security, including loss, theft or unauthorised disclosure of passwords or other security information; and
 - (e) it shall observe the procedures which Geist*Studio Limited may from time to time share with them and shall make no use of the server that is, or can be reasonably assumed will be, detrimental to Geist*Studio Limited's other clients. The Client shall procure that all email is sent in accordance with applicable laws (including Data Protection Legislation) and in a secure manner.
- (v) where the Deliverables are Video and/or Video Products, as part of the Services:
- (a) it shall provide Geist*Studio Limited with reasonable access to its premises at no expense to Geist*Studio Limited inclusive of the cost of space, heat, light, power; and
 - (b) it will inform all employees, agents and guests at its premises of the proposed filming and obtain relevant and sufficient release forms duly signed by all such persons;
 - (c) it will give Geist*Studio Limited reasonable access to the Client's personnel and instruct such personnel to assist and support Geist*Studio Limited wherever possible and comply with its reasonable requests in making the Video, and in particular to provide such information as Geist*Studio Limited may request;
 - (d) it will provide access to digital information, company graphics and website for use in the Video;
- (vi) it will ensure (and procure that any third-parties acting on its behalf ensure) that any Client Materials and/or any Site content and/or any Video and/or Video Products do not:
- (a) infringe applicable laws and/or is otherwise illegal or causes damage or injury to any person or property;
 - (b) contain any element which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, spamming or racially or ethnically offensive;
 - (c) facilitate illegal activity;



- (d) depict sexually explicit images;
- (e) promote unlawful violence;
- (f) discriminate based on race, gender, colour, religious belief, sexual orientation, disability; or
- (h) relate to religious or political organisations; or
- (i) contain a virus or hostile program.

(Inappropriate Content).

and the Client acknowledges that if such Inappropriate Content is found, Geist*Studio Limited will be entitled to treat the same as a Client Default under clause 4.4 and suspend the Services and/or the Client's account (as Geist*Studio Limited in its sole discretion sees fit).

4.3 In respect of any Video and/or Video Product produced as a part of the Deliverables, the Client authorises Geist*Studio Limited to insert, or have the appropriate third-party insert, credit as the producer of the Video on the end credits of the Video, with its name and web address printed on all hard copies of the Video and included alongside all online versions of the Video.

4.4 If:

4.4.1 Geist*Studio Limited's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client (or third-party acting on the Client's behalf) or failure by the Client (or third-party acting on the Client's behalf) to perform any relevant obligation under the Contract; or

4.4.2 any modifications, adaptations or amendments are made to any Client Materials and/or to the Deliverables by the Client or by a third-party on the Client's behalf where the same have not been discussed, agreed and/or authorised by Geist*Studio Limited,

(both a **Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, Geist*Studio Limited shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays its performance of any of its obligations;
- (b) Geist*Studio Limited shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Geist*Studio Limited's failure or delay to perform any of its obligations as set out in this clause 4.4; and
- (c) the Client shall reimburse Geist*Studio Limited on written demand for any costs or losses sustained or incurred by Geist*Studio Limited arising directly or indirectly from the Client Default.

4.5 The Client shall indemnify Geist*Studio Limited and keep Geist*Studio Limited fully and effectively indemnified against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any actual or threatened breach or nonperformance of any of the warranties, representations, undertakings or obligations on the Client's part contained in the Contract.



5. Geist*Studio Limited's Obligations

- 5.1 Geist*Studio Limited agrees and warrants that:
- (a) it shall perform the Services with reasonable care and skill and in accordance with the Client's reasonable instructions and requests;
 - (b) where Geist*Studio Limited is providing Site hosting services as part of the Services, it will aim to provide the Services in line with Geist*Studio Limited's service levels set out in Schedule 1 of these Conditions. For the avoidance of doubt, the Client acknowledges and agrees that the service levels are illustrative of Geist*Studio Limited's desired customer services and that Geist*Studio Limited shall not be in a breach of the Contract where such service levels are not met, and the Client shall not be entitled to any remedy of any kind for the failure to meet the same, unless the parties have expressly agreed specific service levels that shall apply in the Statement of Work;
 - (c) where Geist*Studio Limited is providing Site development services as part of the Services, the Site will perform substantially in accordance with the Site Specification for a period of 28 calendar days from the date of Delivery of the Site by the Client (Edit Period). If the Site does not perform during the Edit Period, Geist*Studio Limited shall, for no additional charge, carry out any edits reasonably necessary in order to ensure that the Site substantially complies with the Site Specification. After expiry of the Edit Period, any additional support may be provided by Geist*Studio Limited to the Client upon request and subject to further contract. This warranty shall not apply to the extent that any failure of the Site to perform substantially in accordance with the Site Specification is caused by any Client Default in accordance with clause 4.4.
- 5.2 The Contract sets out the full extent of Geist*Studio Limited's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into the Contract or any collateral contract (whether by statute or otherwise) are expressly excluded.
- 5.3 Where Geist*Studio Limited is providing Site development and/or Site hosting and/or digital marketing as a part of the Services, it does not warrant that:
- (a) the Client's use of the Services, any servers or the Site will be uninterrupted or error-free; or
 - (b) the Services or servers or the Site will be free from Vulnerabilities and/or illegal activity such as, but not limited to, hacks by third-parties; or
 - (c) the Services, the servers or the Site will comply with any Heightened Cybersecurity Requirements; or
 - (d) pages of the Site will display optimally in updated versions of browsers, released after the Services have been performed and after the Site has been accepted by the Client; or
 - (e) the Site and Site content shall comply with all applicable laws relevant to the Client including, but not limited to, those related to accessibility, selling online, the Information Commissioner's Office guidance on EU cookie laws, Data Protection Legislation or any or all other regulations related to a specific industry or trade.



- (f) all Site content will be backed up and stored and the Client acknowledges and agrees that it is responsible for arranging for its own regular backups and storage and to take out and maintain adequate insurance cover in respect of any loss or damage to information stored on any server.
- 5.4 Unless it is expressly set out as within the scope of the Services within the Statement of Work, the Client acknowledges and agrees that:
- (a) Geist*Studio Limited is not responsible for the Client's on-going Site promotion in search engines and/or social media;
 - (b) the order in which websites are ranked in search engine results is controlled by third-party search engines and is out of Geist*Studio Limited's control;
 - (c) whilst Geist*Studio Limited can take steps to optimise the Site as a part of any of the Services, it is unable to make any guarantees about the success of any search engine and/or social media optimisation; and
 - (d) Geist*Studio Limited shall not be responsible for any failure of the Site to reach such optimisation after Delivery.
- 5.5 Where Geist*Studio Limited is providing Videos and/or Video Products as a part of the Deliverables, Geist*Studio Limited warrants and agrees that it shall:
- (a) perform the Services in willing co-operation with the Client and, where requested by the Client, its other professional advisors and service providers such as the Client's PR or advertising agency;
 - (b) except as permitted in these Conditions, not without prior discussion with the Client make any commercial use of its role in, or association with, the Video;
 - (d) be responsible for arranging and supervising the performance of the Services;
 - (e) the Video (save to the extent that it incorporates Client Material made available to Geist*Studio Limited by the Client) will be wholly original to Geist*Studio Limited and will not infringe the copyright or any other rights of any third-party, including rights to privacy;
 - (f) the Video will not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring the Client into disrepute or subject it to criminal or civil proceedings, and does not incorporate any matter which constitutes contempt of court or breach any provision of law unless such material has been provided to Geist*Studio Limited by the Client as part of the Client Materials and agreed in advance by the parties; and
 - (g) not, without the prior consent of the Client, make to any third-party any statement or supply any information or photograph or trailer relating to the Video or to the Services or Confidential Information of the Client, other than to state that it is producing the Video (but this shall not prevent proper disclosures of information to Geist*Studio Limited's professional advisers or as required by law or as permitted under clause 14).



6. Intellectual Property Rights

- 6.1 Geist*Studio Limited acknowledges that ownership of Client Materials and ownership of all Intellectual Property Rights in any Client Materials shall remain vested in the Client or its licensors. The Client hereby grants to Geist*Studio Limited a non-exclusive, irrevocable, royalty-free licence to use the Client Materials for the purposes of providing the Services under the Contract and the use set out in clause 6.7.
- 6.2 The Client acknowledges that ownership of Geist*Studio Limited Own Materials and of all Intellectual Property Rights in the same shall remain vested in Geist*Studio Limited or its licensors. Geist*Studio Limited grants to the Client a non-exclusive, non-transferable, revocable licence to use the Geist*Studio Limited Own Materials for the strict purpose, and for the extent only, of obtaining the benefit of the Deliverables under the Contract.
- 6.3 The Intellectual Property Rights in the Deliverables (excluding the Client Materials) are, and shall remain, the property of Geist*Studio Limited. and the Client acquires no rights in or to Deliverables, other than those expressly granted by this clause 6. The Client shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that Geist*Studio Limited may consider necessary or desirable to perfect its right, title and interest in and to the Intellectual Property Rights in the Deliverables.
- 6.4 Geist*Studio Limited grants the Client a non-exclusive, non-transferable right to use the Deliverables to the extent required to obtain the full benefit of the Services under the Contract. For the avoidance of doubt, the licence granted under this clause 6.4 does not permit the Client in any way to edit, copy, alter, add to, take from, adapt and translate all or any of the Deliverables after Delivery without the prior written consent of Geist*Studio Limited in accordance with clause 6.5.
- 6.5 In the event that the Client wishes to use the Deliverables that have been licensed by Geist*Studio Limited, pursuant to clause 6.4, in any way outside of the purpose granted (for example to create internal documents or reports) (**Other Purposes**), the Client shall notify Geist*Studio Limited of the intended use and the reasons for requiring such use and seek its consent for the same. Geist*Studio Limited will confirm whether the same are available for the Other Purposes and will advise the Client of any fee for such use. The Client may only use such materials for the Other Purposes once any payment of the additional fee has been received by Geist*Studio Limited. The Client hereby indemnifies and keeps Geist*Studio Limited indemnified against any losses suffered by Geist*Studio Limited as a result of the Client or its affiliates breaching this clause 6.5.
- 6.6 Certain images and other materials provided by Geist*Studio Limited as part of the Services may have been purchased under licence from third-parties, such as stock image suppliers (**Third-Party Materials**). Third-Party Materials, including images, are generally only licensed for a single use, such as use on a specific website, and may not be used in publicity material. The Client acknowledges and agrees to ensure that it only uses Third-Party Materials for the strict purpose that they are provided under the Contract. Where the Client wishes to use any Third-Party Material that has been provided by Geist*Studio Limited for other purposes, it shall notify Geist*Studio Limited in writing of its proposed use and obtain written consent of Geist*Studio Limited for such use (**Additional Purpose**). Where Geist*Studio Limited provides its written consent for an Additional Purpose,



such consent may be subject to the payment by the Client of an additional fee and Geist*Studio Limited shall notify the Client of the same. Subject to receipt of Geist*Studio Limited's consent, the Client may only use the Third-Party Materials for the Additional Purpose once payment of the additional fee has been made to Geist*Studio Limited. The Client shall indemnify Geist*Studio Limited against all damages, losses and expenses arising and/or suffered by Geist*Studio Limited as a result of any action or claim that the Client and/or its affiliates have used the Third-Party Materials without consent granted under this clause 6.4 and/or in such a way as to infringe the Intellectual Property Rights of a third-party.

- 6.7 The Client acknowledges and agrees that Geist*Studio Limited shall be entitled, during and after the Term, to use any Deliverables from the Services and the Client's name, logo and Intellectual Property Rights (**Client Branding**) in its marketing materials on its website and on its own social media channels, for the purposes of promoting its work and its business. In the event that Geist*Studio Limited wishes to use the Deliverables and/or Client Branding in any other way, it shall seek the Client's prior written consent, such consent not to be unreasonably withheld or delayed.
- 6.8 In addition to the rights at clause 6.7 above, the Client acknowledges and agrees that Geist*Studio Limited reserves (and has) the right to include a link to its own website at the footer of any Site created for the Client (Site Link) and, where such Site Link is added, the Client agrees not to take any action to remove that Site Link without Geist*Studio Limited's prior written agreement (which will be granted subject to negotiation of a reasonable fee for removal). Geist*Studio Limited reserves the right to amend or update any Site Links from time to time.

7. Third-party Domain Registration Services

- 7.1 For the avoidance of doubt, this clause applies in addition to any specification of the Services relating to domain name registration.
- 7.2 Geist*Studio Limited agrees that, where requested by the Client as part of the Services, it shall register any domain names requested, using the details given by the Client, via thirdparty domain providers (**Third-Party Provider**). The third-party domain registration services will be supplied in accordance with the Third-Party Provider's standard terms and conditions, with which the Client will be required to comply. Geist*Studio Limited shall not be liable for any loss, expense, cost or otherwise howsoever arising as a result of the Client's breach of the Third-Party Provider's terms and conditions.
- 7.3 The Client acknowledges and agrees that, whilst Geist*Studio Limited may register the Client's domain name(s) at the Client's request in accordance with clause 7.2, the Client is responsible for maintaining future registration and renewal payments for any domain name(s) registered and that Geist*Studio Limited shall keep no records of such renewals or registration requirements. If the Client intends to cancel a domain name registration, it will be responsible for complying with any or all terms and conditions issued by the Third- Party Provider in relation to such cancellation.



8. Fees and Payment

- 8.1 In consideration for the provision of the Services, Geist*Studio Limited shall invoice and the Client shall pay the Fees agreed in the Statement of Work on completion of the Services or otherwise at the intervals set out in the Statement of Work.
- 8.2 The Client shall pay each invoice submitted by Geist*Studio Limited:
- (a) within 28 days of the date of the invoice or in accordance with any alternative credit terms agreed in the Statement of Work (**Due Date**); and
 - (b) in full and in cleared funds to a bank account nominated in writing by Geist*Studio Limited on its invoice or otherwise by the methods of payment stated on the invoice, and
- time for payment shall be of the essence of the Contract.
- 8.3 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Geist*Studio Limited to the Client, the Client shall, on receipt of a valid VAT invoice from Geist*Studio Limited, pay to Geist*Studio Limited such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.4 If the Client fails to make a payment due to Geist*Studio Limited in respect of any invoice by the Due Date, then, without limiting Geist*Studio Limited's remedies under clause 12, the Client shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgement. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.5 For the period during which any payments are outstanding from the Client, Geist*Studio Limited may suspend the Services and, where it is providing Site hosting services, may (at its sole discretion) remove any content on a Site until outstanding payment has been received. Once payment has been made, Geist*Studio Limited shall be entitled to charge a restoration fee to have the Site restored.
- 8.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.7 The Client acknowledges and agrees that it shall be responsible for any additional Fees incurred by Geist*Studio Limited as a result of any requests by it to amend the scope of the Services and/or for any work that falls outside the scope of the Services in the Statement of Work. Geist*Studio Limited shall (as far as practicable) advise the Client in advance where additional Fees may be incurred and shall invoice for the same in accordance with clause 8.1. Payment of the invoice shall be in accordance with clause 8.2.



9. Privacy Policy

- 9.1 In providing the Services to the Client, Geist*Studio Limited will process any Client Data and/or any personal data of individuals featured in Video Products in accordance with its Privacy Policy, which is available on its website at <https://geist.studio/policies>.

10. Data Protection

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation in performing their duties or exercising their rights under the Contract. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of Client Data and Client's Customer Data, the Client is the Controller and Geist*Studio Limited is the Processor of such data. The Statement of Work will set out the scope, nature and purpose of processing by Geist*Studio Limited, the duration of the processing and the types of Personal Data and categories of Data Subject. 10.3 The Client will ensure that it has all necessary, appropriate consents and notices in place to enable lawful transfer of the Client's Customer Data to Geist*Studio Limited for the duration and purposes of the Contract.
- 10.4 Geist*Studio Limited shall, in relation to any Client Data and/or Client's Customer Data processed in connection with the performance of its obligations under the Contract:
- (i) process that Personal Data only on the written instructions of the Client unless otherwise required by law (in which case Geist*Studio Limited shall promptly notify the Client);
 - (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss;
 - (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (iv) only transfer any Personal Data outside of the EEA if it has secured appropriate safeguards in relation to the transfer;
 - (v) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Client without undue delay on becoming aware of a Personal Data Breach;
 - (vii) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Data Protection Legislation to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.



- 10.5 Where Geist*Studio Limited appoints a third-party to support it to fulfil the provision of Services, the Client hereby consents to Geist*Studio Limited appointing that company as a third-party processor of Personal Data under the Contract. Geist*Studio Limited confirms that it has entered or (as the case may be) will enter into a written agreement with any third-party processor.
- 10.6 Where, in accordance with the provisions the Data Protection Legislation, both parties are responsible for the act, or omission to act, resulting in the payment of losses by a party, or both parties, then a party shall only be liable for that part of such losses which is in proportion to its respective responsibility

11. Limitation of Liability

- 11.1 Nothing in the Contract excludes any liability which cannot be legally limited, including but not limited to:
- (a) death or personal injury caused by negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 11.2 Nothing in this clause 11 shall limit the Client's payment obligations under the Contract.
- 11.3 Subject to clause 11.1, this clause 11.3 sets out the types of loss that are wholly excluded:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (iv) loss of use or corruption of software, data or information (including loss of Client Data and/or Client's Customer Data);
 - (v) loss of publicity or opportunity;
 - (vi) loss of or damage to goodwill;
 - (vii) pure economic loss; and/or
 - (ix) special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising under the Contract.
- 11.4 Geist*Studio Limited's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 150% of the total Fees payable under the Contract during the 12 months immediately preceding the date on which the claim arose.
- 11.5 Nothing in the Contract excludes the liability of the Client for any breach, infringement or misappropriation of Geist*Studio Limited's Intellectual Property Rights under clause 6.
- 11.6 This clause 11 shall survive termination or expiry of the Contract.



12. Termination

- 12.1 Geist*Studio Limited may terminate the Contract:
- 12.1.1 with immediate effect by giving written notice to the Client if the Client fails to pay any amount outstanding under the Contract on the Due Date for payment and remains in default 14 calendar days after being sent a final reminder; and
- 12.1.2 on 30 days written notice, for any reason.
- 12.2 Either party may terminate the Contract with immediate effect by giving written notice to the other if the other party commits a material breach of any other term of the Contract where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 calendar days after being notified in writing to do so.
- 12.3 The Client may request to cancel the production of a Site, or part thereof, in writing. Geist*Studio Limited will take all reasonable steps to comply with any such request provided that Geist*Studio Limited is able to do so within its contractual obligations to any suppliers and/or other third-parties. In the event of any such cancellation the Client will reimburse Geist*Studio Limited for all Fees up to the date of cancellation, together with any third-party charges or other expenses or costs incurred by Geist*Studio Limited or to which Geist*Studio Limited is committed.
- 12.3 On termination of the Contract or part thereof under this clause 12:
- 12.3.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced;
- 12.3.2 Geist*Studio Limited shall be entitled to receive payment of all Fees payable in respect of Services completed up to the date of termination, together with payment of any sums to which Geist*Studio Limited is, up to the date of termination, contractually obligated to pay third-parties as a result of the cancellation of the contract(s) with, and/or in respect of services rendered by, those third-parties; and
- 12.3.3 any licence granted to the Client under clause 6 shall terminate automatically.

13. Force Majeure

- 13.1 Geist*Studio Limited shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

14. Confidential Information

- 14.1 Each party:
- (a) undertakes that it shall not at any time during the Term, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.1 (b) and clause 14.2.



- (b) may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) shall only use the other party's confidential information strictly for the purpose of exercising its rights and performing its obligations under or in connection with the Contract

14.2 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by Geist*Studio Limited or the Client (or their representatives) in breach of these Conditions;
- (b) it was available to Geist*Studio Limited or the Client on a non-confidential basis prior to disclosure by the other party;
- (c) it was, is, or becomes available to Geist*Studio Limited or the Client on a nonconfidential basis from a person who, to the receiving party's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) it was lawfully in the possession of Geist*Studio Limited or the Client before the information was disclosed by the other party; or
- (e) it is developed by or for either party independently of the information disclosed by the other party; or
- (f) the parties agree in writing that the information is not confidential.

14.3 Both parties shall comply with the Bribery Act 2010 and any guidance issued by any governmental department relating to such legislation.

15. General Terms

- 15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.3 The Contract does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.



- 15.4 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.5 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.6 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 15.9 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.10 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Schedule 1

SLA

Where the service levels referred to under clause 5.1(b) are relevant to the type of Services being provided by Geist*Studio Limited under the Contract, Geist*Studio Limited shall aim to provide those Services in accordance with the following:

Where Geist*Studio Limited is providing **web hosting** as part of the Services, Geist*Studio Limited shall:

- Aim for 99.9% network and power availability for hosting;
- Notify clients of maintenance in advance and, where possible, ensure maintenance is carried out during downtime;
- Ensure security of hosting;
- Ensure one full weekly back-up and incremental back-ups every other day. Backups are available for 28 days.

Where Geist*Studio Limited is providing a **maintenance package** as part of the Services, Geist*Studio Limited shall:

- Ensure that all updates and bug fixes will be addressed in specified timescales, as set out below; and
- Ensure that, within the hours set out below, all service queries will be immediately reviewed and prioritised according to severity of issue.

The client shall:

- Agree to pay the Fee in accordance with this Contract;
- Provide support from their end to resolve issues; and
- Notify us in advance of any testing which could impact the service.

Email support - service levels

- Available during Business Hours
- Immediate review and prioritisation
- Prioritised according to severity of issue and responded to in timeframe specified



Issue categorisation

High priority — response within an hour (during Business Hours)

- Critical security upgrades/patches/bugfixes
- Downtime investigation and resolution
- A major function of the hosting service/website is not operational for multiple users

Medium priority — response within 24 hours

- A minor function of the hosting service/website is not operational for one or more users (who can continue to use other hosting features)
- A user has questions about the hosting service/website functionality or needs assistance in using the service
- A user needs administrative service
- Content addition/modification/deletion

Low priority — response within 48 hours

- Non-critical upgrades e.g. non-critical CMS upgrade
- Preparation for facilitating client penetration and other testing
- Enhancement requests
- Implementing solutions to technology advances in browsers that may cause disruption to site functionality

