

Terms and Conditions

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This page (together with the documents referred to on it) sets out the terms and conditions on which we supply the Services listed on our website Quick.tv to you. Please read these terms and conditions carefully before registering with our Site. You should understand that by using the Services through our Site, you agree to be bound by these terms and conditions.

1. Information About Us

We recommend that you print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you choose not to accept these terms and conditions, it will not be possible for you to access any Service other than the free Services available through our Site provided always that such use will be subject to our website [terms of use](#).

1. Definitions and Information About Us

Account

means the level and nature of Services requested by you upon registration on the Site, or as subsequently upgraded or amended (subject to payment of all costs required in relation to your Account);

Confidential Information

means all confidential information relating to us or functions and delivery of the Services including any ideas, business methods, finance, prices, business, financial, marketing, development or manpower plans, computer systems and software; Services including but not limited to know-how or other matters connected with the Services and information concerning our relationships with actual or potential clients, customers or suppliers and any other information which, if disclosed, will be liable to cause harm to us or our actual or potential customers and/or clients and/or suppliers;

Contract

means this agreement for the provision of Services, including the details of the nature of the Account and types of Services chosen by you and accepted by us through the issue of a Services Confirmation, and subject to these terms and conditions;

Customers

means your clients or customers (or potential clients or customers) to whom you provide access to the Products;

Force Majeure Event

means an event outside our control as defined in paragraph 15;

Month

means a calendar month;

Products

means the elements produced by you (or on your behalf) through your use of the Services and subject to your Account;

Services

means the creation and deployment of online video interactive features, made available to you and your Customers through the Site and in accordance with your Account;

Service Confirmation

means an email (or such other form of notification) confirming that your choice of Services and type of Account are agreed and available for your use;

Site

means the website 'Quick.tv' operated by us;

we, us or our means

Beldon Limited. We are a limited liability company registered in England and Wales under company number 07220648 and with our registered office at Charlton House, South Charlton, Alnwick, NE66 2LY.

you or your

means the person or organisation registering on the Site and utilising the Services in a 'business' capacity.

2. Service Availability

2.1 Our Site is only intended for use by people resident in the english speaking countries. We do not currently make Support Services available to individuals outside those countries. Some restrictions are placed on the extent to which we make Services available to specific countries.

2.2 We shall provide access to the Services to you as follows:

- 2.2.1 we reserve the right to control, direct and establish technical procedures for the use of the Services and you agree to follow our reasonable instructions and procedures with respect to the use of the same. We also reserve the right to make operational changes to the Services, including any personal or user identifiers allocated to you.
- 2.2.2 we warrant that we have obtained and will use reasonable endeavours to ensure that we retain all necessary consents, licences or agreements required for the provision of the Services;
- 2.2.3 we will use our reasonable endeavours to maintain 24 hour access to the Services and Products but cannot guarantee continuous, uninterrupted use especially where it is necessary to carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond our control including any Force Majeure Event. We will not be liable for a failure to provide a continuous Service or continuous access to the Services or Products to you or your Customers;
- 2.2.4 we reserve the right (but do not assume the obligation), to inspect the content and materials relating to your use of the Services and your development of any Products, in files, emails, and postings, etc to ascertain compliance with this Agreement or any laws, regulations or codes applicable to this Agreement or to your material or Products. In the event of any breach or purported breach, the provisions of paragraph 2.5 shall apply and we will be entitled to permit all relevant authorities in inspect the same.
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2.3 We grant to you and you accept a non-exclusive and non-transferable license to use any software provide by us to access and utilise the Services, for the sole purpose of enabling you to use the Services. You acknowledge that the title to all software is and shall remain with us. You recognise that any software used in relation to the Services constitutes our valuable trade secrets. You undertake to use your best efforts to protect and keep confidential all software used by you in relation to the Services, and shall make no attempt to examine, copy, alter, reverse engineer, disassemble or tamper with such software.

2.4 You acknowledge that we are entirely dependant on our suppliers and other service providers in relation to the quality and accessibility of our Services and your Products and we shall not be liable to you or any third party on the event of a failure of the Services arising from a failure of any network or connection infrastructure.

2.5 We may, where reasonable from time to time (and without notice), suspend the Services under paragraph 2.2.3 or where you fail to comply with your obligations under the Contract.

2.6 Where we suspend performance of or access to the Services or your Products pending compliance by you with the Contract, such suspension may result in:

- 2.6.1 Services being designated 'temporarily out of service'; and
- 2.6.2 your access to the Services being restricted or denied; and
- 2.6.3 access of your Customers to the Products being restricted or denied.

normal access to the Services and Products will be resumed following compliance by you with the Contract.

3 Your Status

3.1 By opening an Account through our Site, you warrant that:

- . 3.1.1 you are authorised on behalf of your company or organisation to enter into binding contracts; and
- • i 3.1.2 you are at least 18 years old (if an individual); and
- . 3.1.3 you are resident in one of the Serviced Countries; and
- . 3.1.4 you are accessing our site from a Serviced Country.

3.2 You acknowledge and agree that you are responsible for obtaining and maintaining your own compatible computer systems being all such equipment, software and communication lines, including any public lines required by you properly to access the Services. We have no responsibility for or liability with respect to your equipment or any failure by you or your Customer to access the Services or Products.

3.3 You will ensure at all times that your use of any Services is in accordance with all applicable data protection and other laws, licences, codes of practice and regulations.

3.4 You acknowledge that all information, Products and facilities offered as part of the Services are not, in general, subject to the same legislation applicable to your country of use and accordingly you transact and utilise the Services entirely at your own risk.

3.5 The Services are provided subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of Services shall include (without limitation):

- • i 3.5.1 obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connections with any of our facilities, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;
- • h 3.5.2 attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information comprising part of the Services;
- • a 3.5.3 assisting another to perform the acts prohibited in 3.5.1 or 3.5.2 above;
- . 3.5.4 using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.

3.6 You undertake for yourself and for any other party using your access to the Services:

- • e 3.6.1 not to make use of the Services, develop Products nor send any message, email or other communication which, under the law of this Agreement or under international conventions, codes or regulations applicable to the use of or access to the Services:
- • h 3.6.1.1 is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other intellectual property rights, defamation, theft, fraud, drug-trafficking, money laundering and terrorism;
- • r 3.6.1.2 may incite violence, sadism, cruelty or racial hatred;
- . 3.6.1.3 may facilitate prostitution or paedophilia;

- . 3.6.1.4 is pornographic, obscene, indecent, abusive, offensive or menacing.
- . 3.6.2 not to create and/or introduce into the Services any virus, worm, trojan horse, cancel-bot or other destructive or contaminating program or advise any other party how to do so;
- a 3.6.3 to use any up to date virus scanning program on all material downloaded from the Services;
- r 3.6.4 not to invade the privacy of other users of the Services nor to collect or transfer personal data on individuals without their consent;
- r 3.6.5 to maintain confidentiality of your login names, passwords and other Confidential Information relating to your access to the Services;
- o 3.6.6 when giving any payment or credit card information via the Services, to ensure that the same is accurate, complete and up to date and that you have the authority to give such information.

3.7 You undertake to indemnify us and keep us indemnified at all times in full against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by us directly or indirectly in respect of:

- i 3.7.1 access to and/or use of your Account and/or the Services by you or your Customers;
- u 3.7.2 any information, data or material produced, transmitted, downloaded or uploaded by you whether in relation to copyright infringement or otherwise;

3.8 You acknowledge that the operation of the Services using the internet (and/or such other telecommunication networks) can never be completely error free and we give no warranty to that effect. We will use all reasonable endeavours to maintain your access to the Services.

3.9 You acknowledge that our provision of the Services to you and your Customers will require us to make your materials, information and content available through the internet (or such other telecommunication networks), and you hereby grant us a transferable, royalty free licence to use such materials, information and content in our provision of the Services and Products.

4. How the Contract Is Formed Between You and Us

4.1 After choosing an Account and the type of Services for which you wish to subscribe, you will receive an e-mail from us acknowledging that we have received your Services request. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to subscribe to the Services and Account package chosen. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a Service Confirmation that confirms that the Services are available for your use . The Contract will only be formed when we send you the Services Confirmation.

4.2 The Contract will relate only to the type of Account and to those Services whose availability we have confirmed in the Services Confirmation. We will not be obliged to supply any other Services which may have been part of your request until the availability of such Services has been confirmed in a separate Services Confirmation.

5. Our Status

Please note that we may provide links on our Site to the websites of other companies (through advertisements, co-promotions or otherwise), whether affiliated with us or not. We cannot provide any undertaking, that services you may purchase from third party sellers through our Site, or from companies to whose website we have provided a link on our Site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your confidential information related to that transaction to the third party seller in accordance with our privacy policy.

6. Confidential Information

6.1 You undertake to treat all Confidential Information as confidential and not to disclose such Confidential Information except as provided by paragraph 6.3 below.

6.2 You further undertake only to use any Confidential Information for the purposes of utilising the Services and to use your best endeavours to prevent disclosure of the same by your respective officers, employees or agents.

6.3 The restrictions imposed by paragraph 6.1 shall not apply to the disclosure of any Confidential Information:

- o 6.3.1 which comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtainable with no more than reasonable diligence from sources other than us;
- e 6.3.2 which is required by law to be disclosed to any person who is authorised by law to receive the same; and
- a 6.3.3 to a court or administrative tribunal in the course of proceedings to which you are a party.

6.4 You agree that the obligations under this paragraph 5 shall continue in force without limit in time notwithstanding the expiry or termination of the Contract for any reason.

7. Availability and Delivery

The Services will be available from the date set out in the Services Confirmation or, if no such date is specified, then within 24 hours of the date of the Services Confirmation, unless there are exceptional circumstances.

8. Risk and Title

The Services will be used by you at your sole risk.

9. Price and Payment

9.1 The price of any Service and the applicable Account tariffs that you may request will be as quoted on our Site from time to time, except in cases of obvious error.

9.2 Where you are required to make VAT payments in respect of your utilisation of the Services, an option to include VAT as part of your payment will form part of the payment process.

9.3 Account tariffs are liable to change at any time, but changes will not affect requests for Services in respect of which we have already sent you a Services Confirmation.

9.4 Our Site contains a number of Services packages and it is always possible that, despite our best efforts, some of the Services listed on our Site may be incorrectly priced. We will normally verify prices as part of our order procedures so that, where a Service's correct price is less than our stated price, we will charge the lower amount. If a Service's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before providing the Service Confirmation, or reject your request for Services and notify you of such rejection.

9.5 We are under no obligation to provide the Service to you at the incorrect (lower) price, even after we have sent you a Services Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

9.6 Payment for all Services must be by credit or debit card or, where you have ordered Services on a monthly tariff basis, by direct debit in pounds Sterling, Euros or US Dollars. We will not normally charge your credit or debit card until after we have confirmed that the Services you have requested are available.

9.7 Where you request Services on a monthly tariff basis, we will continue to request payment under your direct debit mandate for each Month in advance, until we receive notice in writing that you wish to cancel your request for Services. Where you choose to cancel a request for Services part-way through a Month, no refund in respect of the Month of cancellation will be payable by us.

9.8 As part of our ongoing development and promotion of the Services, we may make additional or supplemental services available to you at reduced or nil cost, using a voucher system. We reserve the right to withdraw such vouchers at anytime without further liability to you.

10. Dispute Resolution

10.1 If a dispute arises in connection with this Contract, the parties shall, in the first instance, use their reasonable endeavours to negotiate in good faith and settle amicably the dispute within two weeks from the day the dispute first arises.

10.2 Should the parties not be able to resolve the dispute between them within two weeks then the dispute shall be referred to senior executives of each of the parties who have the authority to settle the same.

10.3 If the parties' senior executives are unable to resolve the dispute within a further two weeks, then the parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

10.4 To initiate a mediation under paragraph 11.3, a party must give notice in writing (ADR Notice) to the other party requesting a mediation in accordance with this paragraph 11. A copy of the ADR Notice shall be sent to CEDR by the party giving it.

10.5 The procedure in the CEDR's Model Mediation Procedure will be amended to take account of:

- a 10.5.1 any relevant provisions in this Contract; and
- 0 10.5.2 any other additional agreement which the parties may enter into in relation to the conduct of the mediation.

10.6 The mediation will start no later than 28 days after the date of any ADR Notice.

10.7 Neither party may terminate the mediation until the other party has made its opening presentation and the mediator has met each party for at least one hour.

Thereafter, paragraph 14 of the CEDR's Model Mediation Procedure will apply.

10.8 The dispute procedure described in this paragraph 10 shall not apply where we claim an infringement of copyright or other intellectual property right relating to our Site. In these circumstances we may invoke the jurisdiction of the courts of England and Wales (including for the grant of interim or full injunctions).

11. Our Liability

11.1 Our liability for losses you suffer as a result of us breaking this Contract is strictly limited to the purchase price of the Service purchased

11.2 This does not include or limit in any way our liability:

- 1 11.2.1 for death or personal injury caused by our negligence;
- 1 11.2.2 for fraud or fraudulent misrepresentation; or
- 1 11.2.3 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- a 11.3.1 loss of income or revenue;
- 1 11.3.2 loss of business;
- 1 11.3.3 loss of profits or contracts;
- 1 11.3.4 loss of anticipated savings;
- 1 11.3.5 loss of data; or
- 1 11.3.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

provided that this paragraph 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of paragraph 11.1 or paragraph 11.2 or any other claims for direct financial loss that are not excluded by any of categories 11.3.1 to 11.3.6 inclusive of this paragraph 11.3.

11.4 Please note that you must comply with all applicable laws and regulations of the country in which you will be using the Services. We will not be liable for any breach by you of any such laws.

12. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to QuickTV, Suite 26, 7-15 Pink Lane, Newcastle upon Tyne, Tyne and Wear NE1 5DW. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 13. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. Transfer of Rights and Obligations

14.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by a Force Majeure Event.

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- 15.2.1 strikes, lock-outs or other industrial action;
- 15.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- a 15.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- a 15.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- t 15.2.5 impossibility of the use of public or private telecommunications networks;
- 5 15.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. Events In Our Control

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 14.

17. Severability

17.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Entire Agreement

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19. Our Right to Vary These Terms and Conditions

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, Services provision, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you request Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you as applicable), or if we notify you of the change to those policies or these terms and conditions before we send you the Services Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services Confirmation).

20. Law and Jurisdiction

Contracts for the purchase of Services through our Site will be governed by English law. Subject to the operation of paragraph 11, any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.