



Swiftspin Limited Standard Terms and Conditions for the Supply of Services

1. Definitions

In this Agreement unless the context otherwise requires:

"Company", "us" or "we" means Swiftspin Limited, company number 4151811.

"Server" means the computer equipment operated or administered by us in connection with the provision of the Services. "Services" means image processing, animation, programming and any other service or facility provided by us to you. "User" means you the customer or any person who makes use of the services through you or on your behalf

2. Formation of Agreement

You confirm that by using our software animation service you agree to be bound by all the terms and conditions as set out below.

Swiftspin reserve the right to revise these Terms and Conditions without prior notice. The current version of the Terms and Conditions will be posted at <http://www.swiftspin360.com/> and you should check regularly for updates. Your continued use of our software service, following the posting of changes to these Terms and Conditions, will mean that you accept such changes.

No order which has been accepted by Swiftspin may be cancelled except with the agreement in writing of an authorised representative of the Company and on the understanding that the User shall indemnify and reimburse the Company in full against all loss (including loss of profits), costs, damages, charges and other expenses incurred by the Company as a result of the cancellation.

Swiftspin retains the right to suspend its Services immediately in the event of a breach or suspected breach by the User of any of the terms and conditions contained herein.

If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall wherever possible remain in full force and effect.

3. Services

We will use all reasonable endeavours to adhere to any dates proposed for the provision of Services, however any such dates should be taken as an estimate only and the Company accepts no liability for failure to meet such dates;

We will use all reasonable endeavours to provide reliable Services, however it is not practicable to provide such Services free of all faults and we do not undertake to do so. In the event of a fault in Services, you must report the fault to us immediately. We will then take all proper steps without undue delay to correct the fault. Swiftspin shall not, in any event, be liable for interruptions of Services or downtime of a Server.

We may temporarily suspend for the purpose of repair, maintenance or improvement, part or all of our Services or vary the technical specification of Service for operational reasons generally without notice.

Where Swiftspin uses any third-party we cannot be held responsible for their service commitments, quality or availability.

Swiftspin reserves the right to use the services of sub-contractors as may be required. Any services provided by the sub-contractor will be bound by the sub-contractors' own terms and conditions. You agree to be bound by these terms and conditions.

4. Content and Misuse

You agree that you will only use our Services to create content that conforms to the laws of this country and will not knowingly permit any illegal use or such use that will bring the Company into disrepute;

You must not use the Services: to create any material which is offensive, abusive, indecent, obscene or menacing; or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety;

5. Rights in Input Material and Output Material

The ownership of any intellectual property rights, copyrights or trademarks used will remain with the User, or rightful owner.

The ownership of the output file (Swiftspin), unless otherwise agreed in writing by Swiftspin, will belong to us, subject only to the right of the User to use the Output Material for the purposes of utilising the specified Services.

The company reserves the right to insert its details in the copyright tag of the output file (Swiftspin).

If the Company creates and presents a choice of template designs to the User, only the chosen artwork is provided in fulfilment of the relevant agreement and all other designs

remain the exclusive property of the Company, unless previously agreed in writing.

The User shall obtain any and all necessary consents and clearances to enable the Company lawfully to make use of all and any intellectual property rights, copyrights and trademarks through the Services. Any conflict between an unknown author of such images and publication of said images will be the full responsibility of the User.

The User shall at its own expense retain duplicate copies of all Input Material. The Company shall have no liability for any such loss or damage, however caused.

6. Liability

It is the sole responsibility of the user to ensure that all and any images supplied are prepared to the exact specifications as detailed in the Swiftspin guide to supplying files for animation, or as may be advised. The company will not check files or images for any errors or discrepancies before providing any services to the user. Should any errors become apparent after the provision of any services the user is responsible for the correction of any faults and will be liable for all costs including those to re-supply the services on the corrected files/images.

Swiftspin's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this service and or any output materials shall be limited to the total fees paid to Swiftspin for the provision of services on the files for which you suffered loss or damage and in respect of which you suffered or incurred such loss or damage.

We exclude any warranty, express or implied, as to the quality, accuracy, completeness and fitness for a particular purpose of any of the services or output material. By using this service you agree that we will not be liable to you or any third party for any errors or delays in the content or for any actions taken in reliance on it. You also agree that, to the full extent allowed by applicable law, we will not be liable for any direct, indirect or consequential loss arising from the use of the output material. We do not seek to limit liability in respect of fraudulent misrepresentation nor in respect of death or personal injury directly caused by our negligence.

In any event no claim shall be brought unless the User has notified the Company of the claim within one year of it arising.

The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

7. Price and Payment

All charges payable by the User for the Services shall be in accordance with the scale of charges provided by us.

Current members of the Swiftspin360 scheme will qualify for reduced rates for the provision of services and will be invoiced at the end of each calendar month for all charges incurred during the month. This charge shall be due and payable 14 days after the date on the User's invoice.

Non-members will be issued with a pro-forma invoice for services ordered which shall be due immediately. The company will not release any output files to non-members until full payment has been received.

The User agrees that any changes or amends that may be required which are over and above the requirements of any initial brief will be liable to additional charges. These charges will be in accordance with the scale of charges or supplementary estimate as provided by us before commencing the extra chargeable work.

The Company reserves the right to increase the price of Services at any time. Members of the Swiftspin360 scheme will be notified with 30 days notice of any increase to any service charges. Any increases to service charges for non-members will take immediate effect.

All fees quoted are exclusive of VAT (if applicable) and to the extent that VAT is chargeable in respect of any Services supplied by the Company, VAT will be added, where applicable to any charges for all Users based in the UK and for any Users who are based in EU member countries outside the UK and are not registered for VAT in their own country. Users based in EU member countries outside the UK who have a valid VAT registration in their own country will be charged 0% UK VAT.

Users based outside of the EU are exempt from all UK VAT charges.

Without prejudice to the Company's other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, the Company shall be entitled to:

Suspend the provision of Services including access to the Swiftspin360 website to the User for a period of 14 days.

If after this time the amount payable is still not paid in full then the Company may cancel the entire Agreement between the Company and the User. No refund will be payable under any circumstances.

Charge to the User interest in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, on the amount unpaid at the rate of 5%, per annum above the Lloyds TSB Bank base rate, until payment in full is made (interest will be calculated on a daily basis from the first date the amount becomes due until the amount is cleared in full).

Recoup the cost of any third party agents incurred should any action be undertaken to obtain settlement of the account.

A charge of £25 will be made to cover bank charges and administration costs in the event that any cheque submitted by the User fails to clear on first presentation or is subsequently returned dishonoured.

There is a minimum invoice value of £10.00 that will be invoiced for any transaction to cover administration and handling charges.

8. Default

Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the User goes into liquidation, becomes bankrupt or insolvent, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

The User continues to be liable to pay all charges, which are due for Services during any period in which you do not comply with this Agreement.

On termination of this Agreement or suspension of the Services we shall be entitled immediately to suspend access to the Server and to remove all data located on it. The Company shall be entitled to delete all such data but may, at our discretion, hold such data for such period as the Company may decide to allow the User to collect it at their expense, subject to payment in full of any amounts withstanding and payable to the Company.

If the Company waives a breach of Agreement by the User, that waiver is limited to the particular breach. Any delay by the Company in acting upon a breach is not to be regarded in itself as a waiver.

Either party on giving at least 30 days notice to the other may terminate this Agreement. If the Company gives notice the User shall pay all charges up to the expiry of the notice. If the User gives notice, the User shall pay all charges until 30 days after the date the Company receives the notice or until expiry of the notice, whichever is the latter. The User's notice does not avoid any other liability for Services already provided. Annual recurring Services require cancellation by the User and the Company reserves the right to charge annually for the provision of these services unless the Company has received from the User written instruction to terminate these Services.

9. General

Any Schedule shall form part of the Agreement.

The Agreement shall in all respects be construed and operated in accordance with English Law and all parties agree to submit to the jurisdiction of the English courts.

Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any term of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

The Company reserves the right to place a small credit within the output file (Swiftspin) produced for the User. This will usually be in the form of a small logo and or a single line of text.

The Company reserves the right to use any Swiftspins created for it's own publicity purposes.

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