



**VEMOTION INTERACTIVE LIMITED
TERMS OF USE**

IMPORTANT – PLEASE READ

Introduction

Vemotion Interactive Limited ("**We/Us**") of Teleware House, York Road, Thirsk, North Yorks YO7 3BX (VAT registration number 05147642) (e-mail: info@vemotion.com) owns the Vemotion Website (the "**Website**") .

Website Terms of Use

By using the Website (irrespective of the type of device which You use) You agree to these Terms of Use. If You do not accept these Terms of Use and do not intend to be bound by them You must not use this Website and should exit it immediately. Your continued use of this Website will mean that You accept these Terms of Use. These Terms of Use may change from time to time and You should review this page on a regular basis. If You continue to use the Website after any such amendments have been made You will be deemed to accept those amendments. You may access these Terms of Use at any time by accessing the link to them on each page of this Website.

SECTION A - SERVICES

The following terms in this section will apply to You when You purchase Services from Us. This is in addition to Section B below which will also apply to You.

We may from time to time invite you to purchase certain **Services** from Us and/or third party goods from certain services providers ("**Providers**"). This will allow You to receive certain **Content** such as images and video which belongs to third parties and on whose behalf we may provide that Content to You. In order to receive the benefit of the Services and to receive the Content You will need to download the **Vemotion Player**. In addition to these Terms of Use, there may be additional terms and conditions (whether Ours or those of Providers) which apply to individual Services which You will be required to accept when ordering that Service.

Requirements

In order to receive Services from Us You will need:

- (a) a copy of the Vemotion Player; and
- (b) access to the Vemotion Website via a PC, laptop or other telephony enabled device (whether using Internet Protocol or not); and
- (c) a means of payment for the Service being either a credit or debit card, mobile phone credit if you are a pre-pay customer, various subscription payment methods provided by Us or a Paypal account. Please see the payment details on our Website for further information.

The Vemotion Player

By downloading the Vemotion video player (the "**Vemotion Player**") You agree to the following terms and conditions which shall govern Your use of the Vemotion Player.

We grant to You a non-exclusive, non-transferable licence to use the Vemotion Player to access the Service. This means that only You may use the Vemotion Player and You must not allow anyone else to use it.

The Vemotion Player is provided to You on an "as is" basis which means that You accept and download the Vemotion Player exactly as it is provided to You and We shall not have any obligations to You in respect of the Vemotion Player. The Vemotion Player is provided without support or warranty of any kind whether express or implied to the extent that the same can be excluded by law. We do not warrant that the Vemotion Player is free from errors or that it will be suitable for any particular purpose or that it will meet Your requirements or that the use of the Vemotion Player will be effective, accurate or reliable. We shall have no liability for damage to Your phone, PC or other device which You may use in connection with the Vemotion Player nor shall We be liable for any damage to any data or information which results either directly or indirectly from the use of the Vemotion Player.

From time to time We may make a revised version of the Vemotion Player available to You for downloading. In such event, We make no representations or guarantees about compatibility with Content or Services accessible via a previous version of the Vemotion Player.

You must not:

- use the Vemotion Player to view or use in any way Content which contains images, sounds, pictures, graphics or text which is in any way associated with or which may facilitate or incite violence, sadism, cruelty or racial hatred, rape or other sexual violence, prostitution, paedophilia or other activity which is illegal including but not limited to theft, fraud, drug trafficking, money-laundering or terrorism;

- create or introduce into the Vemotion Player any virus or other destructive or contaminating device nor send any unsolicited communications; or
- use the Vemotion Player in any way which is or may breach any law nor use it in any way which may illegally copy material which belongs to and is owned by any other person.

You may only use the Vemotion Player for Your own personal use of the Services which You receive from us.

All rights in the Vemotion Player including all information, text, video, audio, pictures, sound or other image belong to Us or another member of Our group of companies or Our third party licensors and by using the Vemotion Player You will not acquire any rights in them whatsoever.

Content Which You Access and Use

We are not the owner of nor are We in any way responsible or liable for the Content of any material which is accessed using the Vemotion Player. All rights of ownership in the Content belong to the respective Content owner and We make no representation or warranty with regard to the Content. Further, We shall not be responsible for any errors or omissions or inaccuracies in the Content irrespective of the cause or for any delays or interruptions in the delivery of the Content but shall only be responsible for providing the Services to You. We are not responsible for any decisions made or action taken by You or any other person based upon the Content or the use of the Vemotion Player.

Ordering Content - How the Contract Between Us will be formed

In order for You to receive Content and Services from Us and for the contract to be formed, You will be required to complete the ordering process elsewhere on this Website using any of the supported device types. Please be aware that age restrictions apply to certain types of Content and Services and before ordering such Content and Services You will be required to confirm that You are at least 18 years old. Before You request the Services from Us, if You have any questions relating to these Terms of Use, or problems concerning the Services please email us at info@vemotion.com.

Circumstances in which we may refuse to accept Your order

We reserve the right to decline any order which You may place in circumstances which may include but which are not limited to the following situations:

- the Service which You have ordered is not available; or
- the Content which You have ordered is not available; or
- we are unable to obtain authorisation for payment from You; or
- we identify a Service, pricing or other error on Our Website ;
- You fail to meet any of the criteria which we stipulate for eligibility at any point throughout this Website.

All Services and Contents advertised for sale on the Website are subject to availability. We may inform You as soon as possible if the Content or Services that You have ordered are not available but We shall not be obliged to do so.

Price and Payment

All prices quoted include VAT in locations where it is applicable. Prices as shown on the Website are correct at the time at which We put the information onto the Website but may be subject to change at any time. You will be billed for the services by your mobile phone operator or charges will be debited from prepaid credit if you are a pre-pay customer. We reserve the right to make adjustments to the price to take account of any increase in Our costs or the imposition of any new taxes or duties. If Our price is amended, we will inform You of this revised price or otherwise post new charges on the Website.

It is Your responsibility to pay for all telephone charges which You may incur in receiving the Services from Us including any which may be at premium rate.

Payment can be made by a variety of means such as credit or debit card via the website or in some limited circumstances using your mobile phone, by reverse bill SMS or via a Paypal or NoChex account.

By providing card and payment details You agree that those details may be transferred to third parties who may use them to process payments on Our behalf.

Any payment made by credit or debit card is made subject to validation checks and authorisation by the card issuer. By submitting credit or debit card details, You confirm that the card which You are using belongs to You. If authorisation of Your payment is refused by Your card issuer or any other party for any reason we reserve the right to refuse Your order notwithstanding any previous acceptance. Payments by debit or credit card may be subject to administration charges the payment of which shall be Your responsibility.

We will reimburse Your payment if we are unable to provide the Services to You as a result of Our default.

We will take reasonable care to ensure that the payment details which You provide to us are kept securely. However, except where We act negligently, We shall not be liable for any losses which result from unauthorised use of Your credit or debit card or other payment details including but not limited to unauthorised access to such details or unlawful disclosure by a third party.

Right of Cancellation

You have the right to cancel the contract with us if You change Your mind for any reason within 7 working days following the day on which You registered for the Services **but only where You have prepaid for Vemotion Services but not actually received any Content or the benefit of the Services**. You will lose this right to cancel the contract if You receive content or otherwise use the Services within that 7 working day period.

You may exercise this right by emailing us at info@vemotion.com and state that You wish to cancel the contract. We also ask that You quote any reference which we may have given to You.

If You cancel the contract We will reimburse such sums as are due to You within 30 days of the day on which You give us notice of your wish to cancel.

Termination Rights

We may terminate Our Contract with You at any time and/or refuse to provide Services and or Content to You at any time and without notice:

- (a) if You fail to comply with these Terms of Use or any part of them; or
- (b) if We are no longer able at any time to provide the Services or any required Content to You for any reason whatsoever in which case We shall provide to You a refund of any pre-payment which You have made but which You have not used.

Liability

Services and Content are sold subject to the Service and Content descriptions as they appear on the Website. However, we reserve the right not to accept orders where errors have been made in the information provided on the Website including the description of the Services and Content and pricing information.

IN PROVIDING THE SERVICES AND THE CONTENT TO YOU UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY CLAIM, DAMAGE, LOSS OR COSTS IN RESPECT OF DIRECT LOSS OF PROFIT, DIRECT LOSS OF ANTICIPATED SAVINGS, INDIRECT LOSS OF PROFIT, INDIRECT LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE, LOSS OF USE OF MONEY, LOSS OF OPPORTUNITY, LOSS OF DATA OR CONTENT OR LOSS OF OR DAMAGE TO PROPERTY AND/OR ANY WASTED EXPENDITURE . FOR THE AVOIDANCE OF DOUBT THE LOSSES AS LISTED IN THIS CLAUSE ARE INTENDED TO BE DISTINCT. NOTHING SHALL HOWEVER LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

NOTHING CONTAINED IN THIS CLAUSE SHALL AFFECT YOUR STATUTORY RIGHTS.

WITHOUT PREJUDICE TO THE PROVISIONS ABOVE, OUR MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS MADE BY YOU OR ANY OTHER PERSON IN RELATION TO USE OF THE SERVICE AND/OR THE CONTENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNT PAID OR PAYABLE BY YOU FOR ANY SERVICES AND/OR THAT CONTENT HOWEVER THAT CLAIM ARISES INCLUDING (WITHOUT LIMIT) NEGLIGENCE, BREACH OF CONTRACT, TORT, MISREPRESENTATION (EXCLUDING FRAUDULENT MISREPRESENTATION) OR BREACH OF STATUTORY DUTY IN RESPECT OF ONE INCIDENT OR A SERIES OF INCIDENTS.

Complaints

We hope that You will be very satisfied with the Services which You purchase through this Website. If however You are not satisfied with the Services which You have received then please let us know by contacting Us at the contact details stated above.

SECTION B

These Terms of Use are available for acceptance in the English language only and both our website and services are aimed at English speaking customers.

Under no circumstances should You:

- make any submission to this Website which is defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which in Our absolute discretion could cause offence. You must not use any abusive or aggressive language, swear, threaten, harass or abuse any other person, including other users; or
- copy, publish, distribute, alter, add to, delete, remove or tamper with this Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter this Website, other than in the course of viewing or using this Website in accordance with these Terms of Use, nor allow any other person to do the same.

All users must use their own identity when making any submission to the Website and keep passwords and login names for the Website confidential. Users must not corrupt the Website, flood the Website with information so as to cause the Website not to function or use any features which may affect the function of the Website for example viruses, worms, logic bombs or similar. Any multiple submissions or "spam" are strictly prohibited. You must not interfere or tamper with, remove or otherwise alter in any way, any information which is included on the Website.

Where any user is in breach of these Terms of Use, we reserve the right, but shall not be required, to provide a warning to such user for failure to comply. Further, we have the right to ban any user from the Website at any time, whether or not any prior warning has been given.

We will not be under any liability for failure to perform any of Our obligations under these Terms of Use if and to the extent that the failure is caused by act of God, war, governmental restriction, terrorist activity, condition or control or by reason of any act done pursuant to a trade dispute, shortages of labour, materials or Content or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside Our control.

We reserve the right to sub-contract any aspect of Our contract with You. If part, or all, of these Terms of Use become void the remaining part of these Terms of Use and the other provisions will remain valid and enforceable. Failure by us to exercise, or delay in Our exercising, any right or remedy under these Terms of Use shall not constitute a waiver of any of Our rights and remedies under these Terms of Use.

Except as expressly agreed in these Terms of Use a person who is not a party to the contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of the contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

These Terms of Use shall be governed by English Law and any disputes arising under them shall be determined by the English courts.

Links to Other Sites

This Website contains links to other websites which may be of interest. These links are provided for Your convenience only and we have no control over and do not endorse nor are in any way responsible for the content of such websites.

Those third parties may offer for sale generally or directly offer to You products or services and any purchase of such products or services shall be directly between You and the third party. In no way shall we be liable for any such products or services and we do not make any representations or give any warranties or recommendations in respect of such products or services. The links to such websites and any images or information relating to such products or services which appear on this Website are provided for information and convenience only.

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No rights whatsoever are granted to use or reproduce any trade marks or logos which appear on this Website except as specifically permitted in accordance with these Terms of Use.

Under no circumstances shall Your use of this Website or Your use of any Services or Content grant to You or any other user any interest in any intellectual property rights (for example, copyrights, know-how or trademarks) of Vemotion or any third party whatsoever.

Information on the Website and Availability

We reserve the right to alter, delete, adapt, take down or in any other way amend the whole or any part of this Website at any time and without notice.

THE INFORMATION PROVIDED ON THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WHICH MEANS THAT YOU USE THE WEBSITE EXACTLY AS IT IS PROVIDED TO YOU. TO THE FULLEST EXTENT PERMITTED AT LAW, NEITHER WE NOR ANY OF OUR EMPLOYEES OR REPRESENTATIVES WILL BE LIABLE WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE HOWSOEVER ARISING FOR ANY DAMAGES, LOSSES, COSTS, CLAIMS, LIABILITIES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR RELIANCE ON THE INFORMATION CONTAINED WITHIN IT BY YOU OR BY ANY OTHER PERSON WHO MAY ACCESS THE WEBSITE USING YOUR PERSONAL INFORMATION OR YOUR ACCOUNT OR REGISTRATION DETAILS. NOTHING SHALL HOWEVER LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

Privacy Policy

From time to time it may be necessary for us to collect certain details from You. These details will be used in order to properly administer Our relationship with You. Your attention is drawn to Our [Privacy Policy](#) which explains in more detail how any personal information which we collect from You will be used.