



Arcape International

Commercio Fidimus

ARCAPE'S STANDARD TERMS OF BUSINESS

1 INTRODUCTION

1.1 Arcape International Ltd is a limited company registered in England and Wales under registered number 07858128. Its registered address is Epsilon House, West Road, Ransomes Europark, Ipswich, IP3 9FJ.

1.2 Definitions

In these Terms of Business:

"Arcape" means Arcape International Ltd.

The "Client" means the person, firm or company purchasing services from Arcape.

"Specified Service" means the service to be provided by Arcape to the Client and referred to in the Contract Particulars.

"Contract Particulars" means the sheet(s) to which these conditions are appended and which is so entitled.

"Contract" means the contract for the provision of the Specified Service as is comprised in the Contract Particulars and these Terms of Business.

1.3 As from the 23rd of November of 2011 all work that Arcape does for its Clients is governed by these Terms of Business or any agreed written variation and the Contract Particulars.

1.4 These Terms of Business together with the terms, if any, set out in the Contract Particulars constitute the entire agreement between Arcape and the Client, supersede any previous agreement or understanding and may not be varied except in writing between Arcape and the Client. All other terms and conditions, express or implied by the statute, common law or otherwise, are excluded to the fullest extent permitted by law.

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 www.arcape.com

 info@arcape.com

 01473 480046

Arcape International Ltd is registered in England and Wales

Registration Number: 07858128

Registered Office Address: Epsilon House, West Road, Ransomes Europark, Ipswich IP3 9FJ



2 SERVICE

2.1 Arcape will provide:

- a) Social Media Marketing; and/or
- b) Marketing; and/or
- c) Business Services; and/or
- d) Market Entry; and/or
- e) International Trade; and/or
- f) Any other service(s) agreed in the Contract Particulars.

2.2 The Contract Particulars will define the scope of the Specified Service.

2.3 The timeframe for delivery of the Specified Service shall be as set out in the Contract Particulars.

2.4 The Client shall at its own expense provide Arcape with timely, accurate and up to date information relating to the Specified Service and notify Arcape promptly of any material change in information or circumstances.

2.5 Arcape will be entitled to rely on information which the Client gives to Arcape without further verification unless expressly agreed otherwise.

2.6 Any additional activities of services recommended to or requested by the Client will be in addition to the original agreed Specified Service and scope of the project (as set out in the Contract Particulars) and will be subject to a revision by Arcape to the fees and expenses and timescale.

2.7 Any changes or additions to the Specified Service must be agreed in writing by Arcape and the Client.

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3 FEES AND DISBURSEMENTS

3.1 Arcape's fees will be calculated on a fair and reasonable basis having regard to competitive fee rates in the services market in which Arcape operates, the nature and extent of the Specified Service and the overall circumstances.

3.2 Subject to any special terms agreement, the Client shall pay Arcape's fees and any additional sums which are agreed between Arcape and the Client for the provision of the Specified Service or which, in Arcape's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any data or information provided by the Client or any other cause attributable to the Client.

3.3 Prior to any contractual engagement, Arcape will try, to the extent possible, to give the Client an estimate of the total fees which it envisages will apply including any disbursements (*i.e.* payments to be made to Third Party Suppliers). Once the Client accepts the estimate, the fees will be agreed by Arcape and the Client upfront.

3.4 The fees for the Specified Service shall be as set out in the Contract Particulars.

3.5 All the services (unless expressly agreed otherwise) are offered on a fixed fee quota basis.

3.6 All fees are exclusive of Value Added Tax (at the prevailing rate) and any other applicable duties and taxes that are payable in addition.

3.7 All fees (unless expressly agreed otherwise) are exclusive of Third Party Supplier costs which shall be invoiced directly to the Client and the Client shall be responsible for payment of the same.





3.8 All fees (unless expressly agreed otherwise) are exclusive of any reasonable travel and subsistence expenses accrued in the delivery of the Specified Service. The Client will always be given prior notice of the nature of any expenses. The expenses shall be invoiced directly to the Client at agreed regular intervals during the provision of the Specified Service.

3.9 When a fixed fee is agreed, the amount charged will not vary accordingly to the amount of work done (with the exceptions established on 3.10 and 3.11).

3.10 If any unexpected extra work becomes necessary, or changes are requested beyond the scope of the initial parameters of the Specified Service, Arcape will agree with the Client what the nature and extent of that work is, and the reason why it is outside the scope of what it originally agreed. Arcape will give a supplementary estimate of the likely fees of the extra work and agree with the Client before commencing the work. If Arcape cannot reach an agreement it will not be able to carry out the extra work. If that prevents progress being made with the Specific Service, and that has to cease, Arcape will be entitled to be paid for the work done to date.

3.11 If there are any additional factors of which Arcape could not reasonable have been aware, Arcape reserves the right to change the fees.

3.12 In any event all disbursements incurred to date are payable by the Client whether the Service or not proceeds to a successful completion.

3.13 In the event that the Client terminates the Contract or any other reason the business does not proceed to completion then Arcape will be entitled to charge in accordance with the foregoing provisions for the time spent in dealing with the business.



4 PAYMENT

4.1 Arcape's fees and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax) within 14 days of the date of Arcape's invoice (unless otherwise agreed).

4.2 All payments due shall be payable by BACS transfer to the nominated account of Arcape, by cheque or by PayPal.

4.3 No payment shall be deemed made until the receipt by Arcape of cleared funds covering the relevant fees, disbursements and Value Added Tax.

4.4 Arcape's invoices may only be addressed to the Client.

4.5 In the event that payments due under the Contract are outstanding, whether formally demanded or not, Arcape reserves the right to suspend or cease the provision of further Services (whether in respect of the Specified Service upon which the relevant fees were charged or any other services being carried out by Arcape for the Client), or terminate the Contract, on informing the Client to that effect, in which case Arcape accepts no liability for any loss caused to the Client as a direct or indirect result of such suspension, cessation or termination.

5 LIABILITY

5.1 This clause sets out the total liability (including any liability for acts, defaults, neglect or omissions) of Arcape in respect of any breach of the Contract and the entire liability of Arcape in respect of any tortious statement, act or omission (including negligence) arising in connection with the provision of the Service.





5.2 Nothing in this agreement shall exclude or limit the liability of Arcape for death or personal injury caused by its negligence and/or for any matter for which it would be illegal to attempt to exclude or limit liability and/or for fraud or fraudulent misrepresentation.

5.3 Arcape's total liability in contract, tort (including for negligence) misrepresentation, restitution or otherwise arising in connection with this Contract and the provision of the Service shall be limited to the fees paid in cleared by the Client.

5.4 The Client acknowledges that Arcape shall not be liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise – whether direct, indirect or consequential – or any claims for consequential compensation however caused which arise in connection with this Contract and the provision of the Service.

6 WARRANTIES

6.1 Arcape warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract Particulars.

6.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from this Agreement.

6.3 Arcape in making recommendations, delivering proposals and undertaking any other agreed activities give no warranties or guarantee as to the Services or the results of any kind whatsoever.

6.4 In order to provide the Services, Arcape may recommend specialist third party suppliers (the "Third Party Suppliers"). Arcape will make such recommendations on the basis of a number of considerations, including but not limited to, costs, quality, efficiency, and previous experience. By giving a recommendation Arcape gives no guarantee as to the quality or level of service to be provided by the Third Party Supplier and accepts no responsibility or liability for the acts, omissions or neglect of any such Third Party Supplier.





6.5 Arcape gives no guarantees in relation to the goods and services supplied by Third Party Suppliers, but undertakes as far as possible, to pass the benefit of any warranty or guarantee given by any Third Party Supplier to the Client.

7 TERMINATION

7.1 The Client may cancel or terminate the Contract at any time upon the giving of a month's written notice to Arcape.

7.2 Upon cancelation or termination all outstanding payments will be due within five working days of the date of termination.

7.3 Upon cancelation or termination the Client will be liable for all fees incurred in relation to work already undertaken up to the date of termination.

7.4 Upon cancelation or termination by the Client, Arcape undertakes to attempt to cancel any outstanding Third Party Supplier contracts entered into in connection with the Service(s). The Client will be responsible for and will indemnify Arcape in relation to any losses incurred by them in relation to the fees under those Third Party Supplier contracts and/or any cancelation or early termination fees incurred.

7.5 Arcape may cancel the Contract at any time upon the giving a month's written notice to the Client, and shall refund the Client for any payments made in advance for Services not yet supplied, but the Client shall not be entitled to a refund for any Services or parts of the Service already supplied.

7.6 Without prejudice to any other rights or remedies, Arcape may terminate the Contract without liability to the Client immediately on giving notice to the Client if:

a) The Client fails to pay any amount due under the Contract on the due date for payment; or



- b) The Client commits a material breach of any of the terms of the Contract; or
- c) Any distress, execution or process is levied upon any assets of the Client; or
- d) The Client is declared bankrupt, or making an arrangement with or for the benefit of his creditors; or
- e) The Client makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to Court of competent jurisdiction from its creditors or an administration or winding up order is made for an administrator or receiver is appointed in relation to the Client.

8 INTELLECTUAL PROPERTY

Arcape retains copyright and other applicable intellectual property rights in all processes and materials developed by Arcape either before or during the course of Arcape work for the Client including but not limited to reports, memoranda, advice in writing, original documents, methodologies and software.

9 EXCLUSIVITY

Unless otherwise agreed, Arcape may work for other parties whose interest may be in competition or opposed to the Client provided that Arcape does not in doing so use information obtained from the Client to the Client's detriment.

10 CONFIDENTIALITY

10.1 Where information provided to Arcape by the Client or to the Client by Arcape clearly appears or is stated to be confidential Arcape will take and require the Client to take such steps as are reasonably appropriate in good faith to protect such information from wrongful disclosure to or misuse by third parties. Disclosure will not be prevented where the information in question becomes public knowledge (unless it has become so in breach of this paragraph) or is disclosed by others not subject to restriction or was known by Arcape prior to disclosure by the Client.

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10.2 Communications from Arcape to the Client should not be disclosed or passed on to any third party without Arcape's prior written consent where marked confidential or where it is apparent from the circumstances that such communication is intended only for the Client. Arcape accepts no liability for any disclosure by the Client to any third party without such consent and will require the Client to make good to Arcape any costs or liability incurred in dealing with any claim from any such third party.

10.3 Any knowledge the Client gains from Arcape as a direct result of receipt of the Services should be treated as confidential. This restriction applies beyond the end of the Client's relationship with Arcape.

10.4 Except where otherwise agreed, the fact that Arcape acts for the Client professionally will not be deemed confidential and may be disclosed to other clients or prospective clients.

11 DATA PROTECTION

11.1 Arcape will hold, and the Client consents to Arcape's holding and processing, the Client's personal data to enable Arcape to provide services to the Client, and to make the Client aware of Arcape's services.

11.2 If Arcape holds and processes the Client's personal data as defined in the Data Protection Act 1998 (as amended), Arcape will:

- a) only do so for purposes notified to the Client;
- b) maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of the Client's personal data and against accidental loss or destruction of, or damage to, the Client's data; and
- c) comply with the Client's reasonable instructions concerning the processing of the Client's personal data.





12 FORCE MAJEURE

Arcape shall bear no liability for loss, damage or delay howsoever arising caused by any event or circumstance outside its control of whatsoever kind.

13 INVALIDITY

If any part of these Terms of Business or/and of the Contract Particulars is held by any Court or body of competent jurisdiction as invalid, the validity of the remainder of these Terms of Business and of the remainder of the Contract Particulars and of the remainder of the provisions in question shall not be affected thereby.

14 WAIVER

No failure or delay by either party (Arcape and/or the Client) in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party (Arcape and/or the Client) of any breach of the Contract by the other (Arcape and/or the Client) shall be considered as a waiver of any subsequent breach of the same or any other provision.

15 JURISDICTION

The construction, validity and performance of this Contract shall be governed by the Laws of England and Wales and Arcape and the Client submit to the exclusive jurisdiction of the Courts of England and Wales.

