



ScreenCloud

SCREENCLOUD TERMS OF SERVICE

Last updated on 1 December 2023

These Terms of Service apply to new Order Forms (or renewals of existing Order Forms) effective on or after 1 December 2023. If you are an existing Customer and agreed to the previous ScreenCloud Terms and Conditions before 1 December 2023, these Terms of Service will go into effect on the renewal date of your next Order Form. The prior Terms and Conditions can be found [here](#). If you have a separate written agreement with ScreenCloud, these online Terms of Service will not apply to you.

These Terms of Service ("**Terms**") govern Your use of Screencloud's products and/or services. By purchasing the Services, You warrant that You understand and accept these Terms. If You are accepting these Terms on behalf of a company or other legal entity, You warrant that You are authorised to enter into legally binding contracts on behalf of said entity. If You do not have such authority, or do not agree with these Terms, please cease use of the Service immediately. You are advised to print and retain a copy of these Terms for Your future reference.

These Terms incorporate the [Service Level Agreement](#) (SLA), [Data Processing Addendum](#) (DPA), [Code of Conduct](#) and any Order Forms (collectively, "the Agreement")

This Agreement is effective on either (1) the earlier of the date of Your online acceptance of the Terms and the date You first use or access the Services, or (2) date of last signature, where there is a written Agreement.

1 DEFINITIONS AND INTERPRETATION

"Additional Services" means those additional professional services as provided by ScreenCloud, set out in any Order Form;

"Additional Services Fees" refers to the Fees for the Additional Services set out in any Order Form;

"Business Day" means any day which is not a Saturday, Sunday or public holiday in the UK or the US, depending on ScreenCloud entity contracted with, as set out in clause 1.1;

"Claim(s)" mean all demands, claims and liability (actual and consequential and direct and indirect and whether known and unknown, suspected and unsuspected, disclosed and undisclosed, criminal or civil, in contract, tort or otherwise) for all losses including any other expenses of any nature whatsoever;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11;

"Content" any and all data, files, documents, multimedia files, third party links, images, videos, and any other information or material whatsoever (in any format) submitted by You to the Platform;

"Controller" has the meaning set out in the Data Protection Laws;

"Customer Account" means the account by which You access the Platform;

"Customer Data" means all the data, works and materials uploaded to or stored on the Platform by You or generated by the Platform as a result of the use of the Services by You (which may or may not constitute Personal Data);

“Customer Intellectual Property” means Your trademarks, business names and branding and all other Intellectual Property Rights owned by or licensed to You;

“Customisation” means a modification or adaptation of the Services, whether made through the development, configuration or integration of software, or otherwise;

“Data” refers to both the Customer Data and Personal Data;

“Data Protection Laws” means as applicable and binding on either party or the Services: (a) the Data Protection Act 2018 (DPA 2018), (b) any laws which implement or supplement any such laws, and, (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

“Data Subject” has the meaning set out in the Data Protection Laws;

“Documentation” means the policies, procedures, manuals, product literature and or written instructions, prepared or published by ScreenCloud that describe or relate to the Services and the use, operation, features, functionality and capabilities of the Services;

“Fees” includes all monies payable to ScreenCloud, in the form set out in clause 7 and in any Order Form;

“Force Majeure Event” means any happening or event beyond the reasonable control of the party concerned, which results in a failure or delay in the performance of that party’s obligations under this Agreement;

“Initial Subscription Term” has the meaning given to it in clause 3;

“Intellectual Property Rights” means patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Login Details” means the credentials used by You to access the Platform, whether comprising a username and password combination, biometrics or other available access credentials;

“Month” means a calendar month;

“Order Form” means either (a) the invoice email sent by ScreenCloud to You on purchase of the Services through the Platform, or (b) any ordering document, including a Statement of Work, specifying the Services to be provided under this Agreement and entered into between ScreenCloud and You.

“Pair” or “Paired” means the registration of a Screen to the Services by You;

“Paired Screen” means a Screen that has been Paired;

“Personal Data” shall have the meaning set out in Data Protection Laws;

“Platform” refers to the platform managed by ScreenCloud and used by You to Pair Screens and manage Your Content;

“Processor” has the meaning set out in the Data Protection Laws;

“Renewal Subscription Term” has the meaning given to it in clause 3;

“**Screen**” means any television, monitor or other device supported by the Services;

“**ScreenCloud Intellectual Property**” refers to all Intellectual Property Rights present on or in the Software (including source code), media, other materials and other content within the same, but excluding Your Intellectual Property;

“**Services**” means the subscription based, hosted Software-as-a-service provided by ScreenCloud to You via the Platform as summarised in the Order Form;

“**Software**” refers to all human readable, machine operable and all other forms of the proprietary software provided to You by ScreenCloud as software as a service as part of the Services (incorporating all forms of any modifications made to it by ScreenCloud from time to time);

“**Subscription Fees**” means the Fees payable by You to ScreenCloud for use of the Services during the Subscription Term;

“**Subscription Term**” refers to the Initial Subscription Term together with any subsequent Renewal Subscription Terms;

“**Support Services**” means support in relation to the use of, and the identification and resolution of errors in, the Services, but shall not include the provision of Additional Services;

“**Virus**” means anything or device (including any software, code, file or programme), which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

“**VAT**” means value added tax chargeable under applicable law of any other tax of a similar nature;

“**You**”, “**Your**” or “**Customer**” means the company or other legal entity on whose behalf You are accepting this Agreement.

1 SCREENCLOUD CONTRACTING ENTITY

1.1 Depending on Your location, the ScreenCloud entity You will be contracting with will be as follows:

- (a) If You are based in North or South America, your agreement is with ScreenCloud Inc, a Delaware Company, with the company registration number 582021 and having its registered address at 500 Westover Dr, #31657, Sanford, NC 27330, United States of America; or
- (b) If You are based outside of North or South America, your agreement is with ScreenCloud Limited, a company registered in England and Wales with the company registration number 09535144 and having its registered address at International House, 36-38 Cornhill, London, United Kingdom, EC3V 3NG.
(referred to interchangeably as “**ScreenCloud**”)

2 REGISTRATION

2.1 In order to use the Service, You shall either (a) register for a Customer Account using the ScreenCloud online registration form (ScreenCloud may use the information provided to conduct verification and security procedures) or (b) register each of Your users using Single Sign On (“SSO”) integration and identify and authenticate each of Your users prior to gaining access to the Services using industry standard SSO protocol

2.2 You warrant that the information you provide when creating the Customer Account will be true, accurate and complete as far as You can reasonably be aware. You further warrant that You shall

promptly notify ScreenCloud in the event of any changes to the information You have provided to ScreenCloud for this purpose.

2.3 Upon successful verification, a Customer Account will be activated and Login Details will be issued, which You may change.

3 TERM

3.1 This Agreement commences on the Effective Date and continues until all Order Forms hereunder have expired or been terminated in accordance with clause 12.

3.2 The term of each Service subscription shall be as specified in the applicable Order Form and shall commence on the date specified on the Order Form, and if no date is specified, shall commence on the Effective Date ("**Initial Subscription Term**"). Each Order Form shall automatically renew at the end of the Initial Subscription Term for a further equivalent duration (each a "**Renewal Subscription Term**") unless terminated in accordance with clause 12.

4 CUSTOMER RIGHTS AND RESTRICTIONS

4.1 Upon being registered by ScreenCloud, ScreenCloud grants You a non-exclusive, non-transferable (without a right to sub-licence) licence to use the Services during the Subscription Term solely for the purpose of displaying Content on Paired Screens.

4.2 You may submit a request for Support Services by providing a clear and accurate description of any fault in the Services requiring support, including the circumstances in which it arose, the area of the Services to which the fault relates and any other information reasonably required by ScreenCloud to remedy the fault, via the ticketing system made available by ScreenCloud.

4.3 You may Pair additional Screen(s) part way through a Subscription Term via the Platform, for which Additional Fees will be charged in respect of such Screen(s), calculated on a pro-rata basis of the Fee for a Screen during the current Subscription Term.

4.4 ScreenCloud reserves the right to impose restrictions where You use the Services inappropriately or abnormally. ScreenCloud will notify You and request adjustments to usage patterns prior to any such restrictions being introduced.

4.5 ScreenCloud is entitled to make any changes to the specification, functionality and features of the Services that it desires at its sole discretion but shall provide notice of the same to You where necessary. ScreenCloud may amend or update the Services from time to time, but such amendments or updates will not materially reduce functionality, performance, or security of the Services.

4.6 Subject to Your prior written approval, ScreenCloud may refer to You as a Customer in our marketing materials. In addition, following written approval, ScreenCloud may publish and circulate a case study describing the Services provided to you for use as a marketing tool.

4.7 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between You and ScreenCloud, and except to the extent expressly permitted under this Agreement:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (c) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (d) use the Services and/or Documentation to provide services to third parties unless otherwise agreed in writing;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party; and
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4.

5 CUSTOMER OBLIGATIONS

5.1 You shall be responsible for all activities that are carried out in connection with the Customer Account. ScreenCloud will not be liable where Customer Login Details are unlawfully used by another, save for a breach or negligence by ScreenCloud or its representatives. You agree to notify ScreenCloud immediately by emailing support@screencloud.com of any such unauthorised use.

5.2 You shall not introduce Viruses or access, store, distribute or transmit any other material during the course of Your use of the Services that, in ScreenCloud's sole discretion, acting reasonably, is illegal or grossly unacceptable, and ScreenCloud reserves the right, without liability or prejudice to its other rights, to disable Your access to any material that breaches the provisions of this clause.

5.3 You warrant that all users of the Customer Account are at least 18 years old;

5.4 You shall provide ScreenCloud with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by ScreenCloud in order to provide the Services, including but not limited to Data, security access information and configuration services, as applicable;

5.5 You shall use the Services and the Documentation in accordance with this Agreement and shall be responsible for any breach of this Agreement by any of Your employees, agents and subcontractors;

5.6 You shall obtain and maintain all necessary licences, consents, and permissions necessary for ScreenCloud, its contractors, agents, partners to perform their obligations under this Agreement, including without limitation the Services; and

5.7 You shall be solely responsible for procuring and maintaining Your network connections, internet connections and telecommunications.

5.8 You agree to comply with the obligations set out in the [DPA](#).

6 SCREENCLOUD OBLIGATIONS

6.1 ScreenCloud undertakes that the Services, Support Services and any Additional Services will be performed with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Documentation. If the Services do not conform with such undertaking, ScreenCloud will make reasonable commercial efforts, at its expense, to correct

any such non-conformance and will make reasonable commercial endeavours to provide You with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Your sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

6.3 ScreenCloud will make the Support Services available to You in accordance with the [SLA](#).

6.4 ScreenCloud may suspend the provision of the Support Services if any amount due to be paid by You under this Agreement is overdue and ScreenCloud has given You notice of non-payment.

6.5 ScreenCloud agrees to comply with the obligations set out in the [DPA](#) and the commitments laid out in our [Code of Conduct](#).

6.6 You acknowledge that the Services are designed to be compatible only with that software, hardware and those systems specified as compatible by ScreenCloud; and ScreenCloud does not warrant or represent that the Services will be compatible with any other software, hardware or systems.

7 SCREENCLOUD FEES & PAYMENT

7.1 You will pay the Fees set out in the Order Form in accordance with this clause 7.

7.2 ScreenCloud will (a) if paying by credit or debit card, charge the card on your Account at the start of the Subscription Term; or (b) invoice you in advance for the applicable Subscription Fees during the Subscription Term, with payment to be received thirty (30) days from date of invoice.

7.3 You will pay the Fees for any additional Screen(s) added by You via the Platform and any Additional Services Fees, where Additional Services have been agreed between the Parties.

7.4 All sums payable under this Agreement are exclusive of VAT or other applicable sales tax, which will be added to those amounts and payable by You to ScreenCloud.

7.5 ScreenCloud reserves the right to increase Fees at any time upon written notice to You, which shall take effect from the start of the next Subscription Term following which ScreenCloud gave notice to you.

7.6 If ScreenCloud does not receive payment in accordance with this Agreement, without prejudice to any other rights and remedies, ScreenCloud may:

- (a) without liability to You, disable Your Login Details and access to all or part of the Services. ScreenCloud shall be under no obligation to provide any or all of the Services while the Fee remains unpaid, subject to: (a) if You pay by debit or credit card, ScreenCloud having provided you with email notification of non-payment and at least twenty (20) days have passed since payment failed, or (b) if You pay by invoice, ScreenCloud having provided you with two written notifications of non-payment and at least thirty (30) days having passed since the first notice; and
- (b) charge You interest on the overdue amount at the rate of 4% per annum above (a) the Federal Reserve base rate if you are contracting with ScreenCloud Inc per 1.1(a), or (b) the Bank of England base rate if you are contracting with Screencloud Ltd per 1.1(b). Interest will accrue daily until the date of actual payment and be compounded at the end of each Month.

7.7 All Fees payable under this Agreement shall be payable in:

- (a) the currency selected by You in the Customer Account; or
- (b) the currency specified in the Order Form; or
- (c) where not specified, in USD if contracting with ScreenCloud Inc per clause 1.1(a), or GBP if contracting with ScreenCloud Ltd per clause 1.1(b).

7.8 Fees are non-refundable unless otherwise stated in this Agreement or any applicable Order Form.

7.9 If there is any Fee dispute, You shall pay the undisputed amount in full pending the resolution of any dispute. Upon resolution, You shall (if necessary) pay any adjustment due within thirty (30) days. You agree to pay all amounts due in full and You shall not, for any reason whatsoever, be entitled to assert any credit, set-off or counterclaim against ScreenCloud in order to justify withholding payment of any such amount in whole or in part.

8 CUSTOMISATIONS

8.1 You and ScreenCloud agree that ScreenCloud may design, develop and implement a Customisation in accordance with an Order Form or as otherwise agreed in writing.

8.2 All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of ScreenCloud (unless otherwise agreed in writing).

8.3 From the time and date when a Customisation is first delivered or made available to You by ScreenCloud, the Customisation shall form part of the Services, and accordingly from that time and date the Your right to use the Customisation shall be governed by this Agreement.

8.4 You acknowledge that ScreenCloud may make any Customisation available to any of its Customers or any other third party at any time once it has made the Customisation available to You.

9 INTELLECTUAL PROPERTY

9.1 ScreenCloud and/or its licensors will remain the owners of all ScreenCloud Intellectual Property. Except as expressly permitted by this Agreement, You may not use any ScreenCloud Intellectual Property without ScreenCloud's prior written consent and shall have no right to use the source code form of the Software.

9.2 You shall remain the owner of all Customer Intellectual Property Rights. For the duration of the Subscription Term, You grant to ScreenCloud a non-exclusive, worldwide, royalty-free licence to use the Content to the extent that this is necessary to enable ScreenCloud to provide the Services and to perform its obligations under this Agreement.

9.3 You shall promptly give notice in writing to ScreenCloud when You become aware of any claim that any of Your Customer Intellectual Property Rights infringe the rights of any third party. In such an event, You shall indemnify ScreenCloud for any amounts awarded against ScreenCloud in judgement or settlement of such Claims, provided that: (a) You are given prompt notice of any such Claim, (b) ScreenCloud provides You with reasonable co-operation in the defence and settlement of such Claim, at Your expense; and (c) You are given sole authority to defend or settle the Claim.

9.4 ScreenCloud shall promptly give notice in writing to You in the event that the ScreenCloud becomes aware of any claim that any of ScreenCloud Intellectual Property Rights infringe the rights of any third party. In such an event, ScreenCloud shall indemnify You for any amounts awarded against You in judgement or settlement of such Claims, provided that (a) ScreenCloud is given prompt notice of any such Claim, (b) You provide reasonable co-operation to ScreenCloud in the defence and settlement of such Claim, at ScreenCloud's expense; and (c) ScreenCloud is given sole authority to defend or settle the Claim.

10 DATA OWNERSHIP

10.1 You shall own all right, title and interest in and to all of the Data including that provided by You in the use of the Services, and You shall have sole responsibility for the legality, reliability, integrity, accuracy, quality and use of the Data.

10.2 You agree that ScreenCloud shall be entitled to use anonymised Data for the purposes of evaluating and improving the Services.

10.3 You hereby grant to ScreenCloud a non-exclusive worldwide royalty free licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Data to the extent reasonably required for the performance of the Services, together with the right to sub-license these

rights to the permitted sub-contractors set out in the Data Processing Addendum to the extent reasonably required for the performance of the Services and the exercise of ScreenCloud's rights hereunder.

10.4 The Services are provided to assist with viewing Content on Screens and should not be used as a back-up facility. You should ensure that it has adequate back-up facilities for any Content. ScreenCloud shall not be liable for any losses or damages incurred by You or any users arising out of or in connection with Your failure to implement adequate back-up facilities in respect of any Content.

11 CONFIDENTIALITY

11.1 Each party undertakes to the other that during the Subscription Term and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to, or otherwise in connection with this Agreement, except to the extent that any Confidential Information: (a) is in the public domain (other than by breach of this Agreement) or (b) was already independently known by the recipient party; or (c) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 To the extent that it is necessary to give effect to this Agreement, the recipient party may disclose Confidential Information to its employees as may reasonably be necessary provided that the recipient party shall: (a) before disclosure, make such employees aware of their obligations of confidentiality under this Agreement, (b) at all times procure compliance with such obligations of confidentiality, and (c) if requested by the disclosing party, procure named employees to execute a confidentiality agreement directly in favour of the disclosing party.

11.3 Neither party shall issue any press release or other public announcement relating to the subject matter of this Agreement without the prior written consent of the other party.

11.4 The obligations in this clause 11 shall survive the termination of this Agreement.

12 LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and subcontractors) to the other party:

- (a) arising under or in connection with this Agreement;
- (b) in respect of any use made by You of the Services and Documentation or any part of them;
- (c) in respect of any use made by ScreenCloud of the Customer Intellectual Property; and
- (d) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Subject to clause 12.4, neither party shall be liable to the other in contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

12.3 Each party's total aggregate and maximum liability, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall be limited to the total Subscription Fees payable by You to ScreenCloud during the twelve (12) continuous Months immediately preceding the date on which the Claim arose.

12.4 Nothing in this clause 12 shall, however, exclude or restrict liability for: (a) fraudulent misrepresentations, (b) any liability where the law does not permit such exclusion of liability; and (c) death or personal injury arising from negligence.

12.5 Neither party shall be in breach of any of its obligations under this Agreement which arise or occur due to the act, omission, and default of the other party or your failure to comply with any of its obligations under this Agreement.

12.6 Except as expressly set out in this Agreement:

- (a) the Documentation and Services and anything else supplied or provided by ScreenCloud under this Agreement to You are done so on an 'as is' basis. While ScreenCloud warrants it will use commercially reasonable endeavours to deliver the Service free of Viruses and it won't knowingly deliver Services with Viruses, You acknowledge that the service may be subject to limitations, delays and other problems inherent in the use of such information services;
- (b) You assume sole responsibility for the results obtained from the use of the Services and the Documentation and for conclusions drawn from such use; and
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13 TERMINATION

13.1 Either party may terminate this Agreement or any Order Form with immediate effect without liability by service of written notice on the other and without prejudice to its other rights:

- (a) if the other party is in material breach of this Agreement where the breach is incapable of remedy; or
- (b) if the other party is in material breach of this Agreement where the breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach or other default from the non-defaulting party; or
- (c) if any of the following events occur:
 - (i) it is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due for payment;
 - (ii) a petition is presented or documents filed with a court or any registrar or any resolution is passed for its winding-up, administration or dissolution or for the seeking of relief under any applicable bankruptcy, insolvency, company or similar law;
 - (iii) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, supervisor, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets; or
 - (iv) any event analogous to the events listed in 13.1(c)(i) to 13.1(c)(iii) above takes place in respect of it in any jurisdiction.

13.2 Clause 13.1(c)(i) to 13.1(c)(iv) above do not apply to a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and which is discharged or struck out within twenty-one (21) days.

13.3 Without affecting any other right or remedy available to You, You may terminate this Agreement or any Order Form with immediate effect with no liability to make any further payment to ScreenCloud (other than in respect of any accrued fees at the date of termination) by giving written notice to ScreenCloud if the availability of the Services falls below 95% in any three (3) consecutive Months.

13.4 ScreenCloud may suspend access to the Services with immediate effect at any time during the Subscription Term if You are in material breach of any obligation in this Agreement which shall include, but is in no way limited to, where any delinquent payment is not received by ScreenCloud within thirty (30) days after notice to You. You will continue to be charged for and be liable for all Fees during any period of suspension.

13.5 You may terminate this Agreement or any Order Form on written notice at any time during the Initial Subscription Term, or any Renewal Subscription Term. Termination under this clause 12.5 will become effective at the end of the Initial Subscription Term or the Renewal Subscription Term (as applicable) in which such a notice is given. As such, You will receive no refund of Fees paid where You exercise Your right of termination under this clause 13.5.

13.6 Where either party initiates termination of this Agreement or any Order Form in accordance with clause 13, You will continue to be obligated to pay all balances lawfully due and payable.

13.7 Should You terminate this Agreement or any Order Form under clause 13.1(a) or 13.1(b), ScreenCloud shall immediately refund to You any amount, on a pro rata basis, paid in advance in respect of Services not received as at the date of such termination.

13.8 On termination of this Agreement or any Order Form for any reason:

- (a) all rights granted under this Agreement or any Order Form shall immediately terminate, except that any Order Form then in force that is intended to continue shall continue in full force and effect for its intended term;
- (b) each party shall return and make no further use of any property including any Intellectual Property Rights (and all copies of them) belonging to the other party;
- (c) ScreenCloud may destroy or otherwise dispose of any of the Data in its possession; and
- (d) the accrued rights of ScreenCloud or You as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

14 FORCE MAJEURE

14.1 Neither Party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by one or more Force Majeure Events provided that, to the extent reasonably possible, the non-affected Party is notified of such and the expected duration.

15 NOTICES

15.1 Any notice given under this Agreement shall be in writing, in English and sent by email to:

- (a) Notices for ScreenCloud: support@screencloud.io.
- (b) Notices for You: Either (a) the email address provided by on Your Customer Account or, (b) the email specified in a signed Order Form.

16 GENERAL

16.1 This Agreement applies to both parties and their successors and assigns. You may not transfer your rights and obligations under this Agreement without obtaining ScreenCloud's prior written consent, which will not be unreasonably withheld.

16.2 If any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity of the remaining provisions contained in this Agreement will not be affected. Both parties will work together to replace the invalid provision with a new provision that is legally permissible and has the same effect.

16.3 This Agreement constitutes the sole and complete understanding between You and parties acknowledge that neither relied on any representations (written or oral) in entering into this Agreement.

16.4 This Agreement is not intended to create any partnership or joint venture relationship between the parties. Neither party has the authority to act on behalf or bind the other.

16.5 ScreenCloud may subcontract any of its obligations under the Agreement, providing that ScreenCloud shall remain responsible to the Customer for the performance of any subcontracted obligations.

16.6 ScreenCloud may modify the terms of this Agreement from time to time, with notice to You in accordance with clause 15 and/or by notice placed on Your Customer Account immediately after logging into the Platform. The publish date of the modification will be specified on the notification.

16.7 A waiver by any party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. No waiver of any right shall constitute a waiver of any other right or be effective unless made in writing and signed by an authorised signatory of the party making the waiver.

16.8 Nothing in this Agreement is intended to confer any enforceable rights or benefits on anyone other than the Parties to this Agreement.

16.9 Where for any reason You have not signed a copy of this Agreement, the commencement of services or payment of ScreenCloud's initial invoice shall constitute acceptance of these conditions.

16.10 This Agreement supercedes any previous agreements between You and ScreenCloud, unless otherwise agreed between You and Screencloud.

17 GOVERNING LAW & JURISDICTION

17.1 If you are based in the North or South America per 1.1(a):

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties agree to submit to the exclusive jurisdiction of the courts in North Carolina in respect of any disputes.

17.2 If you are based outside of North or South America per 1.1(b):

- (a) This Agreement shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts in respect of any disputes.