

## Terms of Service

### Definitions

The following works marked in bold have specific meanings in this contract:

**'Boku'** - means BOKU LLP its employees and any of its subsidiaries.

**'User'** - means the user of the Service provided by Boku.

**'Service'** - means the product paid for by the User, and provided by Boku as the Service.

**'User Submissions'** - means any submissions by the User such as but not limited to ideas, feedback, images, contributions, technology, data and information.

### General

This agreement is between BOKU LLP and the User, and shall be governed and construed in accordance with the laws of England & Wales.

### Intellectual Property

Any User Submissions by the User to Boku shall become the sole property of Boku, and the User relinquishes all moral rights to that property.

Any property (such as but not limited to information, data, images and technology) provided by Boku under the service remains the sole property of Boku, no provisions under this agreement shall infer any rights of ownership to the User.

Any indirect User Submissions from the User for use under the Service, shall remain the property of the User, however the User will grant Boku an irrevocable, worldwide, non-exclusive license to use such properties with relation to the Service.

In relation to User Submissions, the User agrees that he shall not submit any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary right, including privacy and publicity rights, unless the User is the owner of such rights, or have permission from their rightful owner.

### Disclaimers

Boku shall with reasonable endeavour ensure maximum uptime and timeliness of the Service.

Boku shall reasonably endeavour that the Service is free from defects, error free, and secure.

Boku reserves the right, at its own discretion to grant reasonable compensation to the User where Boku has been unable to provide a reasonable service.

Boku cannot guarantee that any User Submissions will be safe; and the User shall indemnify, defend and hold harmless Boku in relation to the same, irrespective of the negligence of Boku.

## **Termination**

Boku maintains the right to terminate the agreement at anytime, if the User is found in violation of any of the terms under this agreement, or for any circumstances within our reasonable discretion not contained in this agreement.

If the termination is amicable, Boku will reasonably endeavour to maintain any data, images, and information related to the Service for 3 months, after that time the site may become unrecoverable.

No refunds or compensation will be provided to the User if Boku exercises its right to termination.

## **User Submitted Content**

Boku reserves the right to monitor and remove User Submissions, however shall not be held responsible for the content of any of these submissions. The User shall indemnify, defend and hold harmless Boku against any action in relation to any User Submissions.

Any User Submissions, which are found by Boku to be contrary to applicable local, national, and international laws and regulations; or found to be harmful in anyway shall be immediately removed by Boku and could lead to a termination of this agreement.

## **Indemnities**

The User shall indemnify, defend and hold harmless Boku from and against any consequential loss, loss of profits, damages, expenses, and costs in relation to the Service provided under this agreement.

## **Payments**

Payments will be received from the User to Boku prior to the Service being provided.

If no payment has been received from the User, the Service shall be deactivated and the contract terminated.