



Terms of service

Please read these Terms of Service, carefully before registering for a chargeable subscription for the Services offered on this website operated by Vidzor Limited of 20 Broadwick Street, London,

W1F 8HT, company number 08856078, VAT number GB 182 6025 17.

By completing the online registration form for a chargeable subscription for the Services at www.vidzor.com and clicking on the accept buttons relating to our Terms of Service and [Privacy Policy](#), you the Customer agree to be legally bound by these Terms of Service and [Privacy Policy](#) as they may be modified and posted on our website from time to time. In the event of any inconsistency between the content of the Terms of Service and the [Privacy Policy](#), the Terms of Service shall prevail followed by the [Privacy Policy](#).

If you do not wish to be bound by these Terms of Service and [Privacy Policy](#) then you may not purchase our Services.

1. Definitions

In this Agreement, the following words shall have the following meanings:

“Agreement”	means these Terms of Service and the Privacy Policy together;
“Business Day”	means Monday to Friday excluding any national holiday in England and Wales.
“Business Hours”	means 9 am to 5 pm (UK time);
“Company”	means Vidzor Limited;
“Confidential Information”	means any and all information in whatsoever form relating to the Company or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party’s possession by virtue of its entry into this Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;
“Consequential Loss”	means pure economic loss, losses incurred by any client of the Customer or other third party, loss of profits (whether categorised as direct or indirect loss), losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, wasted management or staff time and loss or corruption of data;



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“Customer”	means the company or person who completes the online registration form for use of the Services;
“Customer Data”	means all data imported into the Services for the purpose of using the Services or facilitating the Customer’s use of the Services;
“Effective Date”	means the date on which payment for the Services is confirmed in the confirmation invoice sent to the Customer by the Company;
“Fees”	means the fees set out in the confirmation invoice sent to the Customer upon acceptance of its online order;
“Force Majeure”	means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where Company ceases to be entitled to access the Internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency;
“Initial Term”	means the initial term specified in the confirmation invoice starting on the Effective Date;
‘Intellectual Property Rights’	means all copyrights, patents, utility models, trade marks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
“Invoicing Period”	means monthly or annually as specified in the confirmation invoice from the Company.
“Operating Rules”	means any Company rules or protocols, in whatever form recorded or set, that affect the Customer’s access to or use of the Services, and made available by the Company from time to time to the Customer;
“Price List”	means the price list of the Company for the Services set out at http://vidzor.com/ as amended from time to time;



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“Privacy Policy”	means the privacy policy set out at http://vidzor.com/privacy-policy/ , as amended from time to time;
“Renewal Term”	means the renewal term of the Agreement following expiry of the Initial Term as specified in the confirmation invoice;
“Services”	means the interactive online video software applications services (including any computer software programmes and, if appropriate, Updates thereto) of the Company, ordered online by the Customer and set out in the confirmation invoice sent to the Customer by email;
“Term”	means the Initial Term plus any Renewal Terms together;
“Term of Service”	means these Terms of Service set out at http://vidzor.com/terms-service/ , as amended from time to time;
“Updates”	means any new or updated applications services or tools (including any computer software programmes) made available by the Company as part of the Services.

2. Services

- 2.1 The Customer engages the Company and the Company agrees to provide the Services to the Customer for the Term in accordance with the terms of this Agreement.
- 2.2 The Services shall be made available to Customers via the Internet during any calendar month at least 95% on Business Days during Business Hours in accordance with the terms of this Agreement (together with any Operating Rules).
- 2.3 The Company warrants that by performing the Services it will not infringe the Intellectual Property Rights of any third party (including but not limited to) or be in breach of any obligations it may have to a third party.

3. Licences & Intellectual Property Rights

- 3.1 Subject to the Customer's payment of the Fees, the Customer is granted a non-exclusive and non-transferable licence to use the Services (including any associated software, Intellectual Property Rights and Confidential Information) during the Term for the Customer's internal business operations. Such licence shall permit the Customer to make such copies of software or other information as are required for the Customer to receive the Services via the Internet. Where open source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open source licences.
- 3.2 Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited. To the extent that the Customer is granted the right by law to decompile such software in order to obtain information necessary to render the Services interoperable with other software (and upon written request by the Customer identifying relevant



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details of the Services(s) with which interoperability is sought and the nature of the information needed), the Company will provide access to relevant source code or information. The Company has the right to impose reasonable conditions including but not limited to the imposition of a reasonable fee for providing such access and information.

- 3.3 Unless otherwise specified in this Agreement, the Services are provided and may be used by the Customer in conjunction with its existing systems and applications to facilitate the Customers use of the Services with its employees, who are permitted to access and use the Services. The Customer may not: (i) lease, loan, resell or otherwise distribute the Services save as permitted in writing by the Company; (ii) use the Services to provide ancillary services related to the Services; or (iii) except as permitted in this Agreement, provide access to or allow use of the Services by or on behalf of any third party.
- 3.4 All Intellectual Property Rights and title to the Services (save to the extent they incorporate any Customer or third party owned item) shall remain with the Company and/or its licensors and no interest or ownership in the Services, the Intellectual Property Rights or otherwise is transferred to the Customer under this Agreement. No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer. Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services.
- 3.5 The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 3.6 The Customer grants the Company a non-exclusive, non-transferable licence for the Term of the Agreement to analyse Customer Data for the purposes of improving the Service provided to the Customer. The Company shall be entitled to inform the Customer of any improvements that could be made to the Service that are in the best interests of the Customer. The Company may use the Client's name and logo when providing references to potential customers and in its marketing materials, unless the Customer withdraws such consent in writing.
- 3.7 The Customer warrants and represents that it shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that access to the Services granted under this Agreement is limited as set out in this Agreement.
- 3.8 The Company may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

4. Fees, Invoicing and Payments

- 4.1 In consideration of the provision of the Services by the Company, the Customer shall pay the Company the applicable Fee for each Invoicing Period.
- 4.2 The Fee payable by the Customer is the price in force at the date and time of the Customer's use of the Services as set out in the Price List. All Fees are exclusive of VAT, sales tax or any other similar tax.
- 4.3 Fees are calculated based upon bandwidth used by the Customer in each Invoicing Period. If in any Invoicing Period the Customer exceeds the bandwidth permitted for the Fee paid, excess bandwidth charges will be invoiced in the following invoice in accordance with the Price List.



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- 4.4 The Company issues invoices to the Customer in advance for each Invoicing Period. Fees are payable (i) immediately if using a credit card via Braintree; or (ii) if using any other payment method within 14 days of the date of invoices.
- 4.5 The Company is entitled to refuse any order placed by a Customer. If an order is accepted, the Company will confirm acceptance by sending a confirmation invoice to the Customer.
- 4.6 All invoices shall be in US Dollars and shall be payable in US Dollars in full by the Customer together with any Value Added Tax (if applicable).
- 4.7 The Customer undertakes that all details provided for the purpose of obtaining the Services are correct and that the credit card details used are its own and that there are sufficient funds or credit facilities to cover the Fees.
- 4.8 All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If any party is compelled to make any such deduction, the Customer will pay to the Company such additional amounts as are necessary to ensure receipt by the Company of the full amount of the Fee which the Company would have received but for the deduction.

5. Warranties

- 5.1 The Company warrants to the Customer that it has the right to license the Services and that the Services will operate to provide the facilities and functions implemented by the Company. The foregoing warranties shall not: (i) cover deficiencies or damages relating to any third party components not furnished by the Company; or (ii) any third party provided connectivity necessary for the provision or use of the Services. In the event of a breach of the warranties under this 5, the Company shall have no liability or obligations to the Customer other than to reimburse the Fees for the Services.
- 5.2 The Customer warrants and represents that: (i) it has full corporate power and authority to enter into this Agreement and to perform its obligations; (ii) the execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; (iii) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement; and (iv) it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement..
- 5.3 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law. No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or error free.

6. Liability



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- 6.1 The Company does not exclude or limit its liability to the Customer for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct of the Company in connection with the provision of the Services.
- 6.2 In no event shall the Company be liable to the Customer whether arising under this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss.
- 6.3 Subject to sections 6.1 and 6.2, the total liability of the Company (whether in contract, tort or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed one hundred (100) per cent of the total Fees (excluding any VAT, duty, sales or similar taxes) paid by the Customer to the Company during the preceding twelve (12) month period or, if the duration of the Agreement has been less than twelve (12) months, such shorter period, as applicable.
- 6.4 In no event shall the Customer raise any claim under this Agreement more than one (1) year after: (i) the discovery of the circumstances giving rise to such claim; or (ii) the effective date of the termination of this Agreement.
- 6.5 The Customer acknowledges and agrees that in entering into this Agreement, the Customer had recourse to its own skill and judgement and has not relied on any representations made by the Company, any employees or agents of the Company.

7. Intellectual Property Claims

- 7.1 The Company, at its own expense, shall: (i) defend, or at its option, settle any claim or suit brought against the Customer by a third party on the basis that use of the Services is an infringement of any Intellectual Property Rights of a third party (excluding any claim or suit deriving from any Customer provided item); and (ii) pay any final judgement entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies the Company promptly of each such claim or suit; (b) the Company is given sole control of the defence and/or settlement; and (c) the Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.
- 7.2 If all or any part of the Services becomes, or in the opinion of the Company may become, the subject of a claim or suit of infringement, the Company at its own expense and sole discretion may: (i) procure for the Customer the right to continue to use the Services or the affected part thereof; or (ii) replace the Services or affected part with other suitable non-infringing service(s); or (iii) modify the Services or affected part to make the same non-infringing.
- 7.3 The Company shall have no obligations under this section 7 to the extent that a claim is based on: (i) the combination, operation or use of the Services with other services or software not provided by the Company, if such infringement would have been avoided in the absence of such combination, operation or use; or (ii) use of the Services in any manner inconsistent with this Agreement; or (iii) the negligence or wilful misconduct of the Customer.
- 7.4 The Customer shall indemnify and hold the Company and its suppliers or agents harmless from and against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from: (i) any claimed infringement or violation by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Services



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outside the scope of this Agreement; (ii) any access to or use of the Services by a third party; (iii) use by the Company of any Customer provided item; and (iv) breaches of data protection law or regulations resulting from the Company processing data on behalf of and in accordance with the instructions of the Customer.

- 7.5 Subject to sections 7.1 to 7.4 inclusive, each party ('the first party') indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ('the second party') against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against the second party by any person arising out of or as a consequence of an unlawful or negligent act or omission of the first party, its officers, servants or agents in any way connected with this Agreement whether arising from any failure by the first party to comply with the terms of this Agreement or otherwise.
- 7.6 The indemnity above extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.

8. Term and Termination

- 8.1 This Agreement will begin on the Effective Date and continue for the Initial Term. Upon expiry of the Initial Term the Agreement shall automatically renew for further Renewal Terms unless a party terminates early in accordance with its rights set out below in this section 8.
- 8.2 The Company may immediately terminate this Agreement or the provision of any Services provided pursuant to this Agreement if the Customer has used or permitted the use of the Services in breach of the terms of this Agreement.
- 8.2 The Customer shall be entitled to terminate this Agreement at any time without notice if the Company is prohibited, under the laws of England or otherwise, from providing the Services.
- 8.3 Either party shall be entitled to terminate this Agreement at any time on written notice if the other party: (i) goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of s268 Insolvency Act 1986 or ceases or threatens to cease to carry on business or if any event occurs which is analogous to any of the foregoing in another jurisdiction; or (ii) commits a material breach of any term of this Agreement which, if capable of remedy, is not remedied within five (5) Business Days of receipt of a written notice specifying the breach and requiring it to be remedied.
- 8.5 Upon termination of this Agreement the Company shall immediately cease providing the Services to the Customer and all licences granted hereunder shall terminate. The Customer shall promptly pay the Company all unpaid Fees for the remainder of the Term. No Fees already paid shall be refunded if the Agreement is terminated prior to the end of the Term.
- 8.6 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties. Sections 4, 5, 6, 7, 8, 9, 10 and 11 shall, for the avoidance of doubt, survive the expiration or sooner termination of this Agreement and shall remain in force and effect.

9. Confidential Information



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- 9.1 Each party may use the Confidential Information of the other party only for the purposes of this Agreement and must keep confidential all Confidential Information of the other party except to the extent (if any) the recipient of any Confidential Information is required by law to disclose the Confidential Information.
- 9.2 Each party may disclose the Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Agreement but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.
- 9.3 The obligations of confidentiality under this Agreement do not extend to information that: (i) was rightfully in the possession of the receiving party before the negotiations leading to this Agreement; (ii) is, or after the day this Agreement is signed, becomes public knowledge (otherwise than as a result of a breach of this Agreement); or (iii) is required by law to be disclosed.

10. Data Protection and Customer Data

- 10.1 Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 10.2 To the extent that personal data is processed by the Company as a result of the Customer using the Services, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective statutory data protection obligations. The Company agrees that it will only process personal data on behalf of, and in the name of, the Customer.
- 10.3 The Customer shall ensure that the personal data, which it supplies or discloses to the Company, has been obtained fairly and lawfully and that it will obtain all necessary approvals from persons whose data is being processed and registrations with authorities to permit the Company to transfer personal data to third parties pursuant to its obligations under this Agreement.
- 10.4 The Company confirms that when processing the Customer Data it: (i) merely acts as a data processor; (ii) will only process data in accordance with the instructions of the data controller; and (iii) has taken, as well as its subcontractors, licensors and hosts, sufficient technical and organisational measures to safeguard personal data.
- 10.5 If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 10.6 Any information that the Customer provides to the Company, including Customer Data uploaded to the Company servers, information provided during registration or information provided when ordering Services (such as the Customer's email address) will be used by the Company in accordance with the terms of this Agreement and the [Privacy Policy](#). The Customer grants the Company the right to modify, copy or save such data as part of the processing for use with the Services.
- 10.7 Customers are responsible for keeping copies of Customer Data used and stored on the Company's servers. Customers are responsible for removing all Customer Data from the Services prior to the termination or expiry of this Agreement. Notwithstanding the aforesaid, the Company reserves the



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right to remove all Customer Data six months after the expiry or termination of this Agreement without giving the Customer any prior notice of such deletion.

11. Third Parties

Nothing contained in this Agreement is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

12. Force Majeure

12.1 If a party is wholly or partially prevented by Force Majeure from complying with its obligations under this Agreement, that party's obligation to perform in accordance with the terms of this Agreement will be suspended.

12.2 As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this Agreement. If the Force Majeure event last for more than 28 days the non-defaulting party may terminate this Agreement with immediate effect without penalty.

13. Miscellaneous

13.1 Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.

13.2 This Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.

13.3 No party may assign, transfer or subcontract its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld. Notwithstanding the aforesaid, the Company shall be entitled to assign or novate the Agreement in whole or in part to any company in the Company's group of companies.

13.4 The Company and the Customer are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship.

13.5 Amendments to, or notices to be sent under this Agreement, shall be in writing and shall be deemed to have been duly given if sent by registered post or acknowledged fax to a party at the address given for that party in this Agreement.

13.6 The Company may change or modify the terms of this Agreement upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of the 30 day period.

13.7 This Agreement shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.