



Stream7 Limited Terms and Conditions

V5 19/01/2023

1. INTERPRETATION

Terms defined in the Proposal Document shall apply throughout these Terms & Conditions. In addition, the following terms shall have the following Meanings:

- 1.1. "Stream7" means Stream7 Limited;
- 1.2. "Proposal Document" means the document and/or quote which the Customer needs to review, sign and return to Stream7, in order to book the services and enter into a contract with Stream7;
- 1.3. "Services" shall mean the installation, operation and removal of the Equipment and/or other services as described in this Agreement; Including but not limited to Webcasts, Web Conferencing, Virtual Shows, Event Filming, the Platform and all other Stream7 services and tools used to produce an Event Broadcast.
- 1.4. "Contract" means the contract between Stream7 and the Customer of which the Proposal Document and these Terms and Conditions form an integral part;
- 1.5. "Client" means the legal entity (which includes a company, partnership or individual) accepting Stream7's quotation for the supply of Equipment or Services or whose order for Equipment or Services is accepted by Stream7 or the party otherwise commissioning the Services in each case as named on Stream7's invoice;
- 1.6. "Equipment" shall mean all and each item of equipment referred to in this Agreement to be supplied by Stream7 and all additions, alterations and replacements to that Equipment;
- 1.7. "Event" means any exhibition and/or conference and/or event to take place at the venues in which the Customer has ordered services;
- 1.8. "Fees" means the fees payable by the Customer to Stream7 in respect of the Services as detailed in the Proposal Document;
- 1.9. "T&C Agreement" shall mean these Terms and Conditions, and all exhibits, amendments and attachments hereto.
- 1.10. "Force Majeure" means any necessary inspection, repair or replacement of any part of the Site or any equipment or fittings and any event outside the Parties' reasonable control including, without limitation, any act or direction of government, act of terrorism, nuclear, chemical or biological contamination, fire, war, industrial action or breakdown of equipment;
- 1.11. "Dry Hire" shall mean the hire of Equipment without the supply of operational personnel;
- 1.12. "Writing" or "Written" shall include facsimile, electronic mail and telephone text.

2. **ACCEPTANCE OF TERMS**

By using the Services, the Customer agrees to all of the Terms and Conditions set forth in the T&C and the Agreement.

3. **BROADCAST PRODUCTION & SERVICES**

- 3.1. Production of a Webcast will require various elements of services. The Client shall work with Stream7 to establish which elements are required and develop an event specification.
- 3.2. At any time Client and Stream7 determine that a Specification needs to be adjusted for an Event, the parties shall revise this based on mutual agreement. Client acknowledges that a successful Event requires a correct specification submitted a reasonable amount of time prior to the Event. Stream7 shall not be liable for any failures, errors, or omissions, to the Specification and/or the Event, because of Client's failure to timely, and accurately, respond to reasonable requests by Stream7.
- 3.3. Utilising the specification, Stream7 will commence producing the Event. Client acknowledges that because of the difficulties in defining all aspects of an Event, it will need to work closely with Stream7, including being reasonably available for consultations, if and when any issues arise.
- 3.4. Client is fully responsible for providing all aspects of content of each Event and for making sure that aspects of content are available to Stream7 as required. Stream7 will not be responsible for creating or editing any content provided by Client unless otherwise specifically set out in writing signed by both parties.
- 3.5. The specification shall also describe in sufficient detail all aspects that Client requires with respect to allowing viewers to view an Event, including such matters as the estimated number of viewers that may view the Event, the registration procedures for viewers, the availability of an Event after production for on-demand viewing, and any other concern or issue of importance to Client.
- 3.6. If, in the reasonable opinion of Stream7, the number of viewers connected to, or attempting to connect to, an Event exceeds the bandwidth reserved for that Event, Stream7 may deny additional connections and disconnect existing viewers. Client agrees to notify Stream7, at least ten (10) days prior to any Event, if Client expects the number of viewers to exceed Stream7's reasonable bandwidth expectations.

4. FEES AND PAYMENT

- 4.1. On initial enquiry a quote shall be produced based on the client's requirements.
- 4.2. Upon acceptance of this quote an invoice may be produced for payment of a percentage of the total event cost to secure equipment and resources to that event.
- 4.3. On completion of the event an invoice will be issued for the remaining balance of the event cost, this will be required to be paid within 14 days.
- 4.4. If an Invoice remains unpaid after 14+ days , Client Content may become unavailable for viewing or download. Stream7 reserves the right to claim statutory interest at 8.5% on the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Client shall be liable for any costs incurred due to the late payment of debts including collection and legal fees.
- 4.5. Client shall be liable for all non mitigated 3rd party cancellation fees, penalties, expenses, and costs incurred by Stream7 as a result of Client's cancellation, delay, or rescheduling of Events or Services.
- 4.6. Stream7's charges for provision of Equipment and/or Services shall be as stated in the Agreement and/or Schedule for Equipment and Services. Any extra Equipment or Services later required by the Client will be chargeable in addition.
- 4.7. The Client shall be liable for continuing Charges at the same rate as provided in this Agreement

5. CANCELLATION

- 5.1. Stream7 may terminate the Contract by written notice with immediate effect if:
 - 5.1.1. The Customer is in breach of any of its obligations under the Contract and/or the Terms and Conditions;
 - 5.1.2. The deposit fee has not been paid by the first day of the Event Period or any other payment is overdue for a period of more than fourteen (14) days;
 - 5.1.3. Due to an event of Force Majeure Stream7 is prevented, delayed or hindered (or Stream7 reasonably considers that it will be prevented, delayed or hindered) from carrying out any of our obligations under the Contract;
 - 5.1.4. The Customer gives notice to your creditors or any of them that they have suspended or are about to suspend payment or they are unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for their winding up or an administration order shall be made in respect of them, or the Customer shall become insolvent or shall make any assignment for the benefit of creditors or have a receiver appointed of all or any part of the Customer's assets or take or suffer any similar action in consequence of debt.
- 5.2. On notice of termination pursuant to clause 5.1 above all sums due in respect of the Services shall become immediately due and payable to Stream7.
- 5.3. The Customer may give written notice of termination of the Contract to Stream7 no less than thirty (30) days before the Event. Stream7 reserves the right to invoice the Customer and seek recovery for any due or outstanding sum.

- 5.4. In the event the Customer terminates the Contract by giving notice to Stream7 less than thirty (30) days prior to the commencement of the Event Period, the Services ordered will be charged at the full rate.
- 5.5. Should Stream7 believe that the Customer has materially breached the Contract, Stream7 reserves the right to decline the provision of the Services to the customer at future events.
- 5.6. The termination of the Contract shall be without prejudice to any other rights and remedies that Stream7 may have in respect of any breach of the Customer's obligations under the Contract.
- 5.7. Refunds will only be provided to the Customer if written cancellation of the relevant order is received by Stream7 no less than 30 days prior to the Event.

6. FORCE MAJEURE

- 6.1. In the event that the Event is abandoned, cancelled or suspended as a result of an event of Force Majeure, neither party shall be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder.
- 6.2. If following an event of Force Majeure Stream7 is unable to provide all or any of the Services during the whole or any part of the duration of the Event, the Client's rights shall be limited to the return of a corresponding proportion of the charges paid by them for such Services.

7. CONFIDENTIAL INFORMATION

- 7.1. During the course of the parties' relationship, they may have access to confidential information of the other party that the disclosing party identifies as being confidential or that the receiving party reasonably should know is confidential ("Confidential Information").
 - 7.1.1. Confidential Information of the Client includes, without limitation, personally identifiable content or data provided by Client.
 - 7.1.2. Confidential Information of Stream7 includes, without limitation,
 - 7.1.2.1. The source code for the Platform and for any software comprising the Services,
 - 7.1.2.2. Any accompanying documentation,
 - 7.1.2.3. Information proprietary to Stream7 or to any person or entity contracted by Stream7, which provides services, materials, products, or supplies in connection with the Services
 - 7.1.2.4. This T&C Document and the terms, conditions and pricing contained in any document,
 - 7.1.2.5. All of Stream7's technology involved in providing the Services.
 - 7.1.3. Except as required by law, neither party shall in any way use or disclose any Confidential Information of the other party except as specifically contemplated by this T&C Agreement or with the prior written consent of the other party.

- 7.2. This T&C Agreement imposes no obligation upon a party with respect to the discloser's Confidential Information which the recipient can establish by legally sufficient evidence:
- 7.2.1. Was, prior to receipt from discloser, in the possession of, or rightfully known by, recipient, without an obligation to maintain its confidentiality;
 - 7.2.2. Is or becomes generally known to the public without violation of this T&C Agreement or without a violation of an obligation of confidentiality owed to the discloser;
 - 7.2.3. Is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality;
 - 7.2.4. Is independently developed by the recipient without reference to Confidential Information of the discloser.
 - 7.2.5. Each party understands that the Confidential Information constitutes valuable business assets of the discloser and the unauthorised disclosure of Confidential Information may irreparably harm the discloser. In the event of breach or threatened breach of obligations pertaining to Confidential Information by the recipient, the discloser shall be entitled to seek injunctive relief and any other remedy available at law or equity.

8. WARRANTIES

- 8.1. Stream7 warrants that it will provide the Services in a professional manner, consistent with generally accepted industry standards.
- 8.2. Each party warrants that:
 - 8.2.1. It has the legal right to enter into this T&C Agreement, to perform its obligations under this T&C Agreement,
 - 8.2.2. It has no obligation that is inconsistent with or that will cause it to violate any of its obligations under this T&C Agreement;
 - 8.2.3. It will not utilise the Services in any unlawful way or for any unlawful purpose;
 - 8.2.4. It will comply with all applicable laws.
- 8.3. Except as expressly set forth in this T&C Agreement, the Services Stream7 or any of its suppliers provides in connection with this T&C Agreement are provided "AS IS" and "AS AVAILABLE" without any representation or warranty of any kind, and Client's use of the Services is at Client's own risk.
 - 8.3.1. Stream7 and its suppliers make no other representation or warranty, express or implied by operation of law or otherwise, including without limitation, any implied or statutory warranty of non-infringement, title, quiet enjoyment, merchantability or fitness for a particular purpose or any implied warranty arising out of course of conduct, usage or trade practice.
 - 8.3.2. Neither Stream7 nor any of its suppliers warrants that the Services will be provided error-free, uninterrupted, secure or virus-free.
 - 8.3.3. Neither Stream7 nor any of its suppliers shall have any liability whatsoever for the accuracy, completeness or timeliness of any Client Information.
 - 8.3.4. Neither Stream7 nor any of its suppliers warrants that the Client, in using the Services, will obtain the results that Client intends nor that the Services will be adequate or otherwise fitting for the client's business purposes.

- 8.4. Client represents that:
- 8.4.1. Its use of the Services, including the transfer of polls, slides, audio, video, photographs, archives and any other data ("Client Information") to Stream7 and any Client Information comprising an Event, will not contravene any rule, law or regulation;
 - 8.4.2. It will not knowingly and intentionally transmit, introduce or allow to be introduced, either through it, or any third party, any virus, worm, "Trojan horse" time bomb or similar contaminating/destructive feature or other malicious code;
 - 8.4.3. It has or will secure whatever legal authority or consent may be necessary for use, storage, processing, broadcast and transfer by Stream7, including international cross-border transfer, of Client Information as contemplated by this T&C Agreement.
 - 8.4.4. Client acknowledges that Stream7 will not be processing, or reviewing for legality any Client Information but will merely be offering and enabling the transmission of Client Information.
 - 8.4.5. Client further warrants that Stream7 may remove or disable any data it deems to be pornographic, libelous, offensive or otherwise objectionable but that this right shall not excuse Client from full responsibility arising from any such material.
 - 8.4.6. Client acknowledges that Stream7 shall have no obligation to store data or recordings of Events beyond any time period specifically set forth in the specification and that Stream7 shall have every right, but no obligation, to erase and otherwise destroy all data and Events of Client's after the end of the Event's on-demand term, as set out in the Specification.

9. LIMITATION OF LIABILITY

- 9.1. Neither party excludes or limits its liability to the other party in respect of death or personal injury which is caused by the other party's negligence or fraudulent misrepresentation.
- 9.2. Stream7 shall not be liable to the Customer for any loss of profits, goodwill, revenue or opportunity or for any consequential or indirect loss (even if any such loss was reasonably foreseeable) suffered by the Client howsoever caused.
- 9.3. Where a party brings an action or claim for negligence, breach of contract or otherwise, that party shall take all reasonable steps to mitigate its loss.

10. ASSIGNMENT

The Customer may not assign, transfer or charge or purport to assign, transfer or charge the Contract or any of your rights, liabilities or obligations under this Agreement without our prior consent.

11. RISK AND INSURANCE (DRY HIRE ONLY OR UNLESS SPECIFICALLY REQUESTED ON STREAM7 QUOTATION)

- 11.1. The Equipment shall be at the risk of the Client from the time of delivery at the Venue or, if earlier, delivery to Client's carrier, until its return to Stream7's premises or, if earlier, possession is taken by Stream7's carrier.
- 11.2. The Client shall at its own expense insure Equipment with an insurance company of repute (naming Stream7 as a loss payee): against all loss or damage (whether or not the Client's or Stream7's fault) in an amount equal to its replacement cost as new; and against liability for any continuing Charges under Clause 4.6 and 4.7 until earlier of: return of Equipment to Stream7 in good working order and condition (fair wear and tear excepted) or (if not capable of economic repair) its replacement with equivalent new equipment; or receipt by Stream7 of payment in full of its replacement cost new and all other sums due hereunder.
- 11.3. The Client hereby irrevocably authorises Stream7 in name and on behalf of Client to make any claims under the insurance in respect of loss of or damage to Equipment; to settle or compromise such claims; and to receive and give good discharge to insurers for any moneys payable. The Client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- 11.4. If Equipment is lost or damaged, the Client shall notify Stream7 forthwith, assist in making appropriate claims under such insurance and not without Stream7's consent settle or compromise any claim.
- 11.5. The Client will on request at any time produce to Stream7 the insurance policy and receipt for current premium. If the Client fails to keep Equipment insured to Stream7's satisfaction or to produce policy or receipt or if Stream7 so agrees in writing, Stream7 may insure Equipment, in consideration of which Client will pay Stream7 a further sum equal to 15% of Stream7's charges (before any discount) for the cost of insuring the relevant Equipment or Services.
- 11.6. Stream7 accepts no responsibility for loss or damage to any equipment or materials of the Client or any third party, which Stream7 may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

12. ADDITIONAL CLIENT UNDERTAKINGS (DRY HIRE ONLY)

Client undertakes during the continuance of this Agreement and until the return of Equipment to Stream7:

- 12.1. To check Equipment before taking into use, to notify Stream7 forthwith of any repair or maintenance required to Equipment and not to permit such repair or maintenance other than by Stream7 or with its authority;
- 12.2. To ensure Equipment is only used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which Equipment is not designed or reasonably suited; and not to make any modification to Equipment, open the outer case (unless required in normal use) or remove any notices or serial numbers on the Equipment.