

Terms and Conditions

The following information should be read carefully as it describes the terms and conditions for using our products and services accessed via our website www.zappify.co.uk These include:

Virtual Business Card;
Virtual Exhibition Desk;
Virtual Reception Desk.

We provide a series of virtual products for businesses as well as individual employees to build networks environmentally by eliminating paper products.

By using our website and products you agree to these terms and conditions and our privacy and cookie policies.

We will collect, store and use your personal data in order to supply our products to you. For more information about this please see our **Privacy Notice** and cookie policy.

1. Our products

Virtual Business Card (VBC) – Share your contact details straight to mobile devices via our customisable, contactless digital business cards. For more information and to sign up please visit the VBC page of our [website](#).

Virtual Exhibition Desk (VED)– A contactless and paperless solution for exhibitors to collect attendee contact information digitally at events using mobile phone and QR technology. For more information and to sign up please visit the VED page of our [website](#).

Virtual Reception Desk (VRD) – A contactless and paperless solution for employee and visitor management at an office or premises, enabling you to welcome people quickly, efficiently and safely. For more information and to sign up please visit the VRD page of our [website](#).

For all our products we have appropriate technical and organisational measures in place to ensure that the personal data you or your clients provide will be kept secure.

By consenting to these terms and conditions you, the client, agree to not using any Zappify products to market the products and services of third party organisations. This includes to any potential or actual customer who, via these products, provides their personal data to you, the client, for the purposes of hearing about your products and services.

2. Interpretation

2.1 Definitions. For the purpose of these terms and conditions the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 3.2.

Company: Zappify Limited is registered in England and Wales, company number 12802216.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.8.

Content: all information, materials, documents, photographs and other content submitted by a Customer to the Company.

Contract: the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases the Services from the Company.

Force Majeure Event: has the meaning given to it in clause 12.1(a).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services: the provision of an app service and related promotional activity.

2.2 Construction. In these Conditions, the following rules apply :

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to writing or written includes faxes and e-mails.

3. Basis of contract

3.1 The on-line purchase of a subscription (or registration for free service) constitutes an offer by the Customer to purchase Services from the Company in accordance with these Conditions.

3.2 The subscription shall only be deemed to be accepted when the Company issues confirmation by e-mail at which point and on which date the Contract shall come into existence (Commencement Date).

3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, descriptive matter or advertising issued by the Company and any descriptions or illustrations contained on the Company's website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Company and the Customer for the supply of Services.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. Supply of Services

4.1 The Company shall provide the Services to the Customer.

4.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

4.4 While the Company will distribute acceptable Content to various media outlets, the Company makes no guarantee that any Content will be published or in any other way used by any third parties to whom it is sent, and the Company makes no representations or warranties whatsoever in relation to any potential position in search engine rankings or similar potential benefits.

5. Customer's obligations

5.1 The Customer warrants to the Company that:

(a) the Customer is authorised to submit the Content to the Company and that the Company is free to use any and all of the Content, and the Customer's name, in the

provision of the Services, or otherwise as the Company, acting reasonably, deems appropriate, including for marketing purposes;

(b) the Content is true and accurate in all material respects;

(c) the Customer is not impersonating any person or misrepresenting the Customer's affiliation with any person;

(d) the use of the Content by the Company does not constitute a breach of the Intellectual Property of any person;

(e) the Content does not include or contain any information which is, or may be considered to be, illegal, inappropriate or otherwise against the spirit of the provision of the Services, and the Customer confirms that the Company may remove or refuse to publish or deal with any Content which the Company, in its sole discretion, considers to be illegal, inappropriate or otherwise against the spirit of the provision of the Services, including, but not limited to, pornographic material, gambling, live video media, live satellite media, phone unlocking or cloning, file sharing or music downloading. Repeated attempts by the Customer to provide Content of the type mentioned in this clause 4.1(e) may result in the refusal by the Company to provide the Services, without refund, and where appropriate, suspension or closure of customers account.

(f) the customer is responsible for ensuring that the details of their members of staff are kept up to date and in a timely manner via the Zappify portal, in particular where a member of staff is no longer employed by the client. Zappify accepts no liability for, and is not able to monitor, the unintentional retaining of personal data of client's former members of staff.

5.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

(b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

6. Charges and payment

6.1 The charges for Services shall be as set out on the Company's website, but all errors and omissions are hereby excluded. The Company reserves the right to alter its charges for the Services at any time. All prices are subject to fair usage.

6.2 The Customer shall, where applicable, pay for the Services in full in advance, by credit or debit card using PayPal / Stripe or any other payment system used by the Company.

6.3 Registration (& payment where applicable) shall be of the essence of the Contract.

6.4 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (VAT). A VAT invoice will be issued upon request.

6.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

6.6 The Company will not make refunds under any circumstances.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

8. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of the Contract.

9. Limitation of liability and Indemnity

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1:

- (a) The Company shall not be liable for the accuracy and authenticity of any of the Content, which shall be the sole responsibility of the Customer;
- (b) the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and
- (c) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount paid by the Customer in relation to the provision of the Services.

9.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 The Customer shall fully indemnify and hold harmless the Company, its agents, officers and employees, and any third parties with whom the Company deals in relation to the provision of the Services, against any claim, action, liability, loss, damage or suit (Claims), arising from the use by the Company of the Content in any way as set out in clause 5.1 above.

9.5 The Customer shall fully indemnify and hold harmless the Company, its agents, officers and employees, and any third parties with whom the Company deals in relation to the provision of the Services, against any Claims, arising from any breach of warranty or representation made to the Company by or on behalf of the Customer, or for any breach by the Customer of the provisions of these Conditions.

9.6 The indemnities set out in clauses 9.4 and 9.5 above shall include an obligation to pay any and all expenses and costs incurred by the Company in investigating and defending any Claims.

9.7 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing of the breach;

10.2 Without limiting its other rights or remedies, the Company may terminate the Contract:

- (a) by giving the Customer 1 months' written notice;

(b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, the Company shall have the right to suspend the supply of Services under the Contract or any other contract between the Customer and the Company if:

(a) the Customer fails to make pay any amount due under this Contract on the due date for payment;

11. Consequences of termination

On termination of the Contract for any reason:

(a) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(b) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. General

12.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company or its' subcontractors.

(b) The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Company from providing any of the Services for more than 2 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12.2 Assignment and subcontracting:

(a) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number, or by email to that parties' email address as notified to the other party from time to time.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

(c) This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action.

12.4 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

12.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Company.

12.9 Governing law and jurisdiction:

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales