

Standard Terms and Conditions of 3 Legs Ltd

The following terms of business apply to any and all of the domain name registration, Website hosting, e-mail, Website design & construction, programming, and other Services (together "Services" and individually "Service") to be provided by us to the Client from time to time.

- "Server" means the computer Server(s) equipment operated by us or on our behalf in connection with the provision of the services.
- "Subscription Services" refer to the registration of domain names, hosting, email, CMS, E-Commerce, Digital Signage, or SaaS services.
- "Website" means the collection of HTML pages and images located on the Server(s) allocated by us to the Client for use by the Client as a site on the Internet.
- "Service" refers to any website, web app software application or subscription service provided by us.
- "Standard Rate" means £85 per hour (charged in units of 30 minutes) for normal work and £150 per hour for programming. Work may be charged at a rate different from the "Standard Rate" when necessary. There is a minimum charge of 1 hour for programming and 30 minutes for other work.
- "Priority Rate" means £125 per hour (charged in units of 30 minutes) for normal work and £200 per hour for programming.
- "Service Fee" is the monthly or annual fee for one of our subscription services.
- "Billable time" is calculated as the time taken to do one or more requested pieces of work in each work session. Once this work has been completed, the work session will be finished. If additional updates are received later that day, this additional update will be considered a separate work session. Work Sessions are billed in 30-minute units or 1-hour units for programming.
- "Excess Bandwidth Rate" means £1.00 per 1Gb. 3 Legs Ltd may revise this, giving at least one month's prior notice via our website.
- "Completion Date" means the end of the period stated in the quotation.
- "Out of hours" refers to bank holidays, weekends, or any time outside our standard weekday hours of Monday through Friday from 9am to 5pm.
- "Third Party System" refers to any software system, service, API, data feed or external data that is integrated to provide services not offered by one of our subscription services.
- "Us", "ours", or "our" refers to 3 Legs Ltd.
- "3 Legs Internet" and "Express Software" are trading names of 3 Legs Ltd.

1) PROJECTS & GENERAL WORK

1.1) AUTHORISATION

The Client is engaging 3 Legs Ltd, a limited liability company (registered office: Lyonville, Stuggadhoo, Marown, Isle of Man, IM4 2AJ) as an independent contractor for the specific project of developing and/or improving a website or other programming project. If the Website is to be installed on the Client's web space on an Internet Service Provider's computer, the Client hereby authorises 3 Legs Limited to access this account, and authorizes the Internet Service Provider to provide us with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The Client also authorises us - at their discretion - to publicise their completed website to web search engines, as well as other web directories and Indices.

1.2) CONTENT

Text, images and other elements of the project that are supplied by the Client must be in final version. Any substantive change after the site has been created will be charged for at our Standard Rate.

The sourcing of images not specified in this document will be subject to any licence fees and time taken to source the images.

The client is responsible for any copyright clearances on images, photos or photos that are supplied to us. Any third-party logos that are required to be used need to have approval obtained by the client and any usage guidelines supplied to us. Any documents intended for user download should be provided in a PDF format.

Audio and Video that is to be included within the website will need to be converted to the agreed format before being supplied. Below is a table of different content types with details of supported file formats.

Content Type	Supported Formats
Text	<ul style="list-style-type: none"> • .doc • .odt <p>Documents should clearly state which page the contents are for and any photographs or images should be supplied separately to the document.</p> <p>Please do not supply text as a PDF document.</p>
Photographs or Images	<ul style="list-style-type: none"> • .png (Recommended) • .tif • .jpg (Recommended) • .psd <p>All photos should be a minimum of 2000 pixels wide. The larger the supplied photo the better it is for us to work with. Photos that are scanned in should be scanned at 300dpi or higher.</p> <p>Please do not supply photos as a PDF document.</p>
Logos, Illustrations and other Graphics	<ul style="list-style-type: none"> • .pdf (Recommended) • .ai • .eps <p>All logos should be supplied in a vector format with all text converted to paths/curves. If you are not able to supply the logo in a vector format, then a high-resolution bitmap should be used.</p> <p>If you are going to supply Logos, Illustrations and other Graphics as a PDF document then please ensure that any text is converted to paths or curves before creating the PDF.</p>
PDF Documents	<p>All PDF documents should be optimised and ready for web use. Such optimisation will reduce the file size for downloading over the Internet.</p>
Product Data	<p>This data will be entered via a web-based interface. You will need to get the appropriate information ready to enter into this interface and upload the required photos at the required image size.</p>

Videos	<p>Ideally videos should be hosted with a video hosting provider such as Vimeo or YouTube and embedded into the website.</p>
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Large File Transfers

If you are supplying a large number of files, you may consider sending these on media such as a CD, DVD or USB drive. You can also use WeTransfer, <https://wetransfer.com/>, to send up to 2Gb of files via email. This is a free online service, as is www.dropbox.com.

1.3) COMPLETION

3 Legs Ltd and the Client must work together to complete the project by the completion date or such other date as both parties agree.

The Client must supply 3 Legs Ltd with complete text, graphics and other content promptly, and if this has not been done in adequate time to enable 3 Legs Ltd to meet the completion date, the entire amount of the contract will be immediately due and payable.

1.4) PAYMENT OF FEES

Fees to 3 Legs Ltd are due and payable on the following schedule:

For work costing up to £1,000.00, 50% upon signing this contract, and 50% when the project has been completed according to the Client's original written specifications (or as amended in writing by agreement between the parties).

For work costing over £1,000.00, our staged payment policy is:

- 25% initial deposit
- 25% on completion of the design proposal of the website
- 25% on delivery of a working development website with place-holder content
- 25% on final completion of the website or 30 days from the end of the development schedule if we are still waiting for Client-supplied content and have completed all of the website functionality.

This is our general staged payment policy. Complex programming or software projects may have a bespoke payment policy.

In case the Client has not secured Web space on an Internet Service Provider's computer by the time the web pages are completed, the web pages may be delivered to the Client on disk, CD or any other suitable medium. Advertising the pages to web search engines and updating occurs only after the final payment is received.

1.5) STAGED PAYMENTS

Website projects can vary in terms of cost and delivery schedule. In some cases, the Client may be required to provide significant content, and others less; this will be outlined in the delivery schedule of our quotes.

3 Legs Ltd. therefore operate a staged payment policy for Website projects. Our general staged payment policy is detailed in para 1.4.

Complex programming or software projects may require a bespoke payment policy.

1.6) TAXATION AND LAWS AFFECTING ELECTRONIC COMMERCE

From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with all such laws, taxes, and tariffs, and will hold harmless, protect, and defend 3 Legs Ltd and its subcontractors from any claim, suit, penalty, tax or tariff arising from the Client's use of the Internet and electronic commerce.

1.7) GENERAL WORK & MAINTENANCE

3 Legs Limited carries out work as requested at our relevant rate. This work only covers minor alterations to the Website/software; any major work will be quoted for on a case-by-case basis. The Client can choose to have a specific maintenance agreement with agreed terms, and such agreements may be subject to additional terms & conditions as laid out in the support/maintenance agreement.

If the Client, or a party other than 3 Legs Ltd, attempts updating of the Client's pages, any time required as a result of this to effect repairs will be assessed at the Standard Rate, and is not included as part of the maintenance agreement (the maintenance period commences upon the date the Client signs this contract). Changes requested by the Client beyond the limits specified in the agreement will be charged at the Standard Rate. This rate shall also govern additional work authorised beyond the maxima specified for such Services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics Services, and helping Clients learn how to use their own web page editor.

Work	Delivery Time
Text & Image Changes	3-5 Working Days
Additional Content	3-5 Working Days
Additional Content/Functionality (Quoted)	As Per Quote

Work	Delivery Time
Programming Work (Quoted)	As Per Quote

1.8) DEVELOPMENT & OPERATIONAL DEPLOYMENT

All new projects & work will be developed in our development environment. Here, the project and its features will be developed and tested until the client is happy with the features. At this point, any project or work will be deployed to a live operational environment.

Once a project or work is in an operational environment, any operational costs are payable by the client. There should also be a suitable software support & maintenance agreement in place to cover any issues with the website or software once it is operational. Where no such agreement is in place, then any time spent on such matters will be chargeable unless covered by a 3 Legs SaaS solution.

Any new features, functionality or fixes will first be developed and tested in the development environment before being approved by the client to be deployed to a live operational environment.

1.9) WEBSITE & SOFTWARE WARRANTY

Every website and software solution we produce includes a 30-day warranty. During this period, we will fix any issues that arise with the website or software's operation. Once this 30-day period has expired, dealing with such issues will become chargeable unless a suitable software/maintenance support agreement is in place. This warranty only covers features and functionality agreed upon in the original specification. Any changes in features or functionality will be chargeable.

2) SUBSCRIPTION SERVICE FEES, WEBSITE/SOFTWARE MAINTENANCE/SUPPORT AGREEMENT/CONTRACT AND SERVICE AGREEMENTS

2.1) PAYMENT OF FEES

All charges payable by the Client to us for these agreements/contracts shall be in accordance with the relevant scale of charges and rates published from time to time by us, or by prior arrangement and are exclusive of Value Added Tax which shall be paid by the Client at the rate and in the manner for the time being prescribed by law and shall be due as indicated on the invoice (Invoices are raised at the beginning of each month and are due for payment by the 25th of that month).

The Customer shall pay any monthly fees on or before the 25th of the given month. No support services shall be provided if monthly fees have not been paid in full.

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Fees may be charged monthly, quarterly, six monthly or annually, subject to the client's preference.

2.2) NON – PAYMENT OF FEES

The provision by us of the Services is contingent upon our having received payment in full from the Client in respect of the relevant Services. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid in full on or before the due date, 3 Legs Ltd. reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to the Client.

2.3) REVIEW OF FEES

Subscription Service fees, Maintenance/Service/Software Support Agreements will be reviewed every 12 months and charges may be increased as 3 Legs Limited feels appropriate. Any increase in such fees will be notified one month prior to their introduction.

2.4) DURATION AND TERMINATION

Service Fees, Contracts & Agreements are for a minimum period of twelve (12) months from the date of commencement. These may be terminated by giving one (1) month's prior written notice before the renewal date of that Service, contract or agreement. No refund of the fees (or part thereof) shall be payable to the Customer.

3 Legs Ltd. may terminate any contract or agreement forthwith if the Client fails to pay any sums due to us as they fall due or If the Client breaches any of these terms and conditions and the Client fails to correct the breach within thirty (30) days following written notice from us specifying the breach, or if the Client is a company goes into insolvent liquidation, or if the Client is a person and the Client is declared bankrupt.

3 Legs Ltd. reserve the right to withdraw Services and invoice for the remaining part of the year's fees if any part of this entire agreement is broken.

2.5) SERVICE AGREEMENTS

These are rolling agreements and are active until such time as they are cancelled or superseded by a new agreement. The fees paid may be increased following an annual review or by the addition of services.

2.6) RENEWAL

For services covered by a service agreement, renewal will be automatic whilst the agreement remains valid.

For subscription services not covered by a service agreement, 3 Legs Ltd. will issue a renewal invoice a month in advance of the renewal

date of that service. If the Client intends to renew a Subscription Service, then this renewal invoice should be paid no later than two (2) weeks prior to the renewal date of that Service.

2.7) DATA BACKUP

Our subscription services are backed up by means of server imaging and daily file backup. The purpose of these backups is to facilitate the restoration of service in the event of a server failure. These backups are not a historical backup of any data entered into the services, nor should they form any part of your business continuity or disaster recovery plan unless by prior arrangement.

2.8) WEBSITE MAINTENANCE AGREEMENT

In addition to our service agreements, we also offer website maintenance agreements. These agreements cover data backups, email & telephone support, bug fixes, corrective maintenance, and code maintenance.

New features or feature upgrades are not covered by our maintenance agreements and will be quoted as ad-hoc projects.

Website Maintenance agreements do not cover Custom Software solutions, these will require a Software Maintenance Agreement.

Any billable time not covered by a Maintenance agreement will be billed at our Standard Rate.

2.9) SOFTWARE MAINTENANCE/SUPPORT AGREEMENT

Our software maintenance/support agreements can include Proactive or Reactive support. This can include:

Reactive support (on-demand)

- User support (L1) – solving usage issues and minor problems, escalating more complex issues.
- Application support (L2) – software troubleshooting, fixing its performance, configuration, and security issues.
- Development support (L3) – fixing software issues on the code or database level, and software integrations.
- Feature support (L4) – new features and functionality or substantive changes on a quoted basis.

Proactive support (continuous)

- Software availability, performance, security, and compliance monitoring and management.
- QA activities (including regular code reviews).

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- Infrastructure optimisation (e.g., cloud resource consumption optimisation).

Your agreement will detail what is covered.

Any billable time not covered by a Software Maintenance/Support agreement will be billed at our Standard Rate for programming.

2.10) REPORTING PROBLEMS

Problems and bugs need to be reported to us with as much detail as possible, including date and time of the problems experienced, error messages, user accounts involved, data id numbers and what specific actions caused the issue (if known). Our initial investigation response is detailed in our support terms. We will then advise on the likely time needed to resolve the relevant issue.

2.11) TRAINING

Service agreements may include a set amount of annual training on the use of our subscription services. Any additional training will be charged at our standard rate.

2.12) FAIR USAGE

Subscription Service Support Fair Usage

To continue providing our level of support, we have instituted a fair usage policy for our subscription service support services. All support requests from customers that repeatedly exceed the average number of support request per customer, we reserve the right to charge an additional support charge. Where there are excessive support requests, we will first contact the client to identify and resolve the source of the repeated requests.

Software Support Agreement Fair Usage Policy

We may limit or terminate clients' access to any or all of the Software Support Services available under the applicable Support Agreement if clients' use of the Software Support Services is determined by us, in our sole and reasonable discretion, to be excessive.

Where repeated support issues are raised due to user or operator error, and a resolution to the cause of the problem has been provided, we reserve the right to charge for further cases of such issues.

Software Support does not constitute training. Where support issues result from a lack of a client's internal training in using the software system, then we reserve the right to charge for support. Training services are available outside the scope of a Support Agreement.

Severe Issues caused by misuse of the Software System may incur additional charges.

3) DOMAIN NAMES

3.1) DOMAIN NAME REGISTRATION

Confidential Document

3 Legs Ltd. neither warrant nor guarantee that the domain name applied for will be registered in the Client's name or is capable of being registered by the Client. Accordingly, the Client should take no action in respect of the requested domain name(s) until notified that the requested domain name has been successfully registered.

3.2) DOMAIN NAME RESTRICTIONS

The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and the Client is responsible for ensuring that the Client is aware of those terms and conditions and can and does comply with them. The Client irrevocably waives any claims the Client may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation, agree that the administration charge paid by the Client to us shall be non-refundable in any event.

3.3) DOMAIN NAME RIGHTS

3 Legs Ltd. accept no responsibility in respect of the use of a domain name by the Client, and any dispute between the Client and any other individual or organisation regarding a domain name must be resolved solely between the parties concerned, and 3 Legs Ltd. will take no part in any such dispute. 3 Legs Ltd. reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority and/or to take all other appropriate actions. The Client undertakes to fully indemnify 3 Legs Ltd against all reasonable costs and expenses so incurred.

Additional Terms & Conditions

Domain names are also subject to the terms and conditions of the administering registrar. For details, please see the links below.

For .uk names:

<https://www.nominet.uk/uk-domains/policies/>

For .com/.net/.org/.info/.biz names:

<https://www.enom.com/reseller/legal-policy-agreements/>

For .im names:

<https://www.nic.im/public/terms.mth>

3.4) DOMAIN ABUSE

If the Client believes that a Domain Name 3 Legs Ltd. have registered or are Admin contact for is being misused then please contact us at support@3legs.com with details of the issue. 3 Legs Ltd. will investigate and make contact with the owner of the domain name and where appropriate 3 Legs Ltd. will withdraw our Services from the Client.

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Areas of abuse include:

- Illegal Content.
- Spam & Malware.
- Abusive Content.
- Commercial Rights.

The Client may also take the Client's complaint regarding a domain name registration to the relevant registrar for the domain name.

3.5) DOMAIN NAME DISPUTE RESOLUTION

If the Client has an issue with the registration of a domain name, then the relevant registries have domain dispute procedures. Please see one of the links below:

For .uk names:

<https://www.nominet.uk/domain-support/uk-domain-disputes/>

For .im names:

<https://www.nic.im/public/disputeresolution.mth>

For .com names:

<https://www.enom.com/reseller/legal-policy-agreements/dispute-policy/>

4) HOSTING & E-MAIL

4.1) HOSTING/E-MAIL

3 Legs Ltd. specifically exclude any warranty as to the accuracy, speed or quality of information received by any person via the Server and in no event will 3 Legs Ltd. be liable for any loss or damage to any data stored on the Server. The Client is responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.

4.2) BANDWIDTH

All hosting solutions contain a monthly bandwidth allowance. Bandwidth usage is calculated monthly and constitutes any Website, e-mail, or FTP traffic to and from the hosting solution.

Any bandwidth usage in excess of the monthly allowance will be charged for at our excess bandwidth rate.

4.3) USE OF HOSTING

The Client warrants to us that the Client will only use the Client's assigned Website for lawful purposes. In particular, the Client further warrants and undertakes to us that:

The Client will not authorize or permit any other party to use the Server in violation of any law or regulation;

The Client will not knowingly or recklessly post, link to or transmit any material that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way nor any material containing a virus or other hostile computer program;

The Client will not post, link to or transmit any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trademark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction; and

The Client will conform to the standards made available by us from time to time and neither the Client's self nor any of the Client's end users, make excessive or wasteful use of the Server to our detriment or that of our other customers.

If the Client's site encounters heavy traffic leading to excessive bandwidth usage, the Client agrees to pay, on demand, any extra charges incurred. If bandwidth usage remains high, 3 Legs Ltd. will advise the Client as to the most cost-effective means of managing the Client's hosting requirements.

Use of scripting and databases with our hosting solutions is restricted to 3 Legs Ltd staff or approved agents.

4.4) E-MAIL

The Client is responsible for sending mail in accordance with any relevant legislation (including Data Protection legislation) and for sending the same in a secure manner. Where 3 Legs Ltd provide email Services, 3 Legs Ltd. will take all reasonable steps to ensure accurate and prompt routing of messages, but 3 Legs Ltd. will not accept any liability for non-receipt or misquoting or any other failure of email.

4.5) TERMINATION

On termination of the agreement 3 Legs Ltd. shall be entitled immediately to close the Client's hosting and to remove all data located on it. 3 Legs Ltd. will hold such data for a period of 30 days and allow the Client to collect it at the Client's expense, failing which 3 Legs Ltd. shall be entitled to delete all such data. 3 Legs Ltd. shall further be entitled to post such notice in respect of the non-availability of the Client's hosting, as 3 Legs Ltd. think fit.

4.6) STANDARD & ADVANCED HOSTING

Our standard and advanced hosting packages have a specified amount of web server space, monthly data bandwidth and mailboxes. If any of these limits are exceeded in any calendar month, then additional charges will be incurred.

4.7) MAILBOX SIZES

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All mailboxes have a size restriction. Once the mailbox is full all email received will be returned to the sender. In order to be able to receive new emails, the Client will need to clear their mailboxes. 3 Legs Ltd. may also apply size restrictions on the size of individual emails received or sent.

4.8) MAILBOX STORAGE

Any mailbox that is operated as IMAP will have its email stored on our mail server. If you access the mailbox as POP3, only email received since the last check, or the period of retention will be stored in the mailbox. Once an email has been downloaded or deleted from the mailbox, it is no longer stored on the mail server. Mailboxes are backed up daily. If a mailbox needs to be restored, we can only do this to the last backed up copy. Any subsequent emails received may be lost.

4.9) MAILBOX SECURITY

All users are advised to access their mailbox using a secure connection either by enabling SSL in their email client/application or using the https:// webmail interface. Users should use a strong email password, and ensure they do not divulge this. We will never ask you to provide your password by email. If you receive a call requesting your email password, please ensure that you are talking to us. If you have any doubts, then end the call and contact us directly.

4.10) MAILBOX SPAM

Our mail server operates a Real-Time Block List of known spam senders. We also carry out an identity check on the sending mail server before it can connect to our server. Where any email is received, we use a spam filter and Anti-Virus checker for all emails. If the system believes an email is Spam, then the subject line will be marked ***SPAM*** and, if you have the setting enabled, it will be moved into the junk/spam folder. Since no spam filter is 100% accurate, we do not automatically delete emails marked as SPAM. You should always check to ensure that there have not been any false positive identifications.

4.11) RANSOMWARE, MALWARE & VIRUSES

Any email/data stored on our servers is not able to be attacked by ransomware if you are attacked, you should also practice good mailbox behaviour and exercise caution in relation to any attachments and links within emails. You should also be running suitable Anti-Virus and Anti-Malware software on your computers.

We will not be held liable for any ransomware, malware or viruses received via mailboxes we operate.

5) CONTENT MANAGEMENT SYSTEM

5.1) LICENSE FEE

The monthly Service fee permits the Client access to the Content Management System (CMS) Website and use of the CMS modules as currently set up. This fee is determined by the number of modules used or by special arrangement with 3 Legs Ltd.

5.2) USER ACCESS

Access to the CMS is via the CMS Website while the monthly Service fee is paid. Once payment of the monthly fee ends, access to the CMS Website is withdrawn.

5.3) DATA STORAGE

Files used within the CMS are stored on our Server under the Service fee. If the Client wishes to have a copy of these files, this can be arranged for an administrative fee, and 3 Legs Ltd. aims to supply files within 60 days of request.

5.4) DATA ENTERED INTO CMS

Users of the CMS are responsible for the data entered into the CMS. Any information changed or deleted by the Client is the Client's responsibility and not ours. Deleted information may be irrecoverable, so the deletion of data is the Client's responsibility. Any data input or maintenance that the Client requires 3 Legs Ltd to make will incur charges.

5.5) DATA TRANSFER

The monthly service fee covers the data transfer used in the render process. As new CMS elements are added, the fee may be increased to cover any additional data transfer costs.

5.6) FEATURE UPGRADES

As a Subscription Service, 3 Legs Ltd. reserve the right to make changes to the functionality of the CMS at any time. New features will be added to Clients' accounts at the discretion of 3 Legs Limited.

6) E-COMMERCE SYSTEM

6.1) LICENSE FEE

The monthly service fee permits the Client access to the retailer website and to use the features currently set up. This fee is set by version of the Service selected.

6.2) USER ACCESS

Access to the Retailer Control Panel (RCP) is via the secure.security-payment.net Website while the monthly Service fee is paid. Once

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payment of the monthly fee ends, access to the RCP Website is withdrawn.

6.3) DATA STORAGE

Files used within the RCP are stored on our Server under the Service fee and agreements. If the Client wishes to receive a copy of these files, then this can be arranged for an administrative fee and 3 Legs Ltd. aim to supply files within 60 days of request.

6.4) DATA ENTERED INTO THE RETAILER CONTROL PANEL

Users of the RCP are responsible for the data entered into the RCP. Any information changed or deleted by the Client is the Client's responsibility and not 3 Legs Ltd.'s. Deleted information may be irrecoverable, so the deletion of data is the Client's responsibility. Any data input or maintenance that the Client requires 3 Legs Ltd to make will incur charges.

6.5) DATA TRANSFER

The data transfer used as part of the export process is covered by the monthly Service fee.

6.6) FEATURE UPGRADES

As a subscription Service, 3 Legs Ltd reserves the right to make changes to the functionality of the CMS at any time. New features will be added to Clients' accounts at our discretion.

7. DIGITAL SIGNAGE

7.1) USER ACCESS

Access to the Display Management System (DMS) is via the DMS Website while the monthly Service fee is paid. Once payment of the monthly fee ends, access to the DNS Website is withdrawn and any displays registered to the system will be de-registered.

7.2) DATA STORAGE

Files used within the DMS are stored on our Server under the Service fee. If the Client wishes to have a copy of these files, then this can be arranged for an administrative fee and 3 Legs Ltd. aim to supply files within 60 days of request.

7.3) DATA ENTERED INTO DMS

Users of the DMS are responsible for the data entered into the DMS. Any information changed or deleted by the Client is the Client's responsibility and not 3 Legs Ltd's. Deleted information may be irrecoverable, so the deletion of data is the Client's responsibility. Any data

input or maintenance that the Client requires 3 Legs Ltd to make will incur charges.

7.4) PLAYERS & LICENCES

The software players are developed by Xibo Signage and require a valid licence to function. Licences are sold per device for a given major release version of the player and its minor updates. Upgrades between major releases will require an upgrade licence per device.

These licences require validation from the licencing server once every 30 days via an internet connection. Failure to obtain verification means the player will no longer receive updates from the Display Management Server.

7.5) AGPL 3.0

End users must abide by the terms of AGPL 3.0 in relation to their access to and use of the Xibo Open Source Components. See <https://www.gnu.org/licenses/agpl-3.0.en.html>

7.6) RESALE

The Display Management Service, Android Boxes, Software Players and Licences can only be provided by us to the end customer. These cannot be resold to any third party.

7.7) INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed between the parties, all Intellectual Property Rights in and to the Xibo Products belong, and shall belong, to Xibo Signage and/or its licensors, with the exception of:

- (a) any rights in the Open Source Components, any open-source code or materials, or
- (b) any third party code, components or materials utilised by or incorporated into the Xibo Products or Documentation.

8. SUPPORT

8.1) SUPPORT OFFERED

On payment of Subscription Service Fees, 3 Legs Ltd. shall provide the Customer with the following support:

- a) Online Support website featuring "How-to" guides

- b) Email & Telephone support for issues involving the use of any of our systems or services
- c) Error Corrections: correction of critical errors or assistance to overcome specific software problems. 3 Legs Ltd. may, at its sole discretion, correct errors by providing a patch or by re-releasing a new version of the software

Any issues caused by client input or requests to do work on their behalf will be considered chargeable support work.

Contracts & Agreements, which include a support element, will have support provided in accordance with the support terms detailed in that agreement.

Any support not covered by service fees, or a maintenance/support agreement/contract will be chargeable.

8.2) FAULT NOTIFICATION

The client shall supply in writing to us a detailed description of any fault requiring support and the circumstances in which it arose, and shall submit sufficient material and information as requested by us, including screenshots and log files to enable our support staff to duplicate the problem and shall allow us sufficient access to any relevant systems to enable diagnosis of the fault.

8.3) RESPONSE START TIME

The response period as indicated by “Response Time” in 8.4 shall commence when all material and information related to the fault requested by us has been provided to us.

8.4) RESPONSE TIME & COMMUNICATION

3 Legs Ltd. shall make reasonable effort to communicate with the client, by telephone, e-mail, or fax within the following targeted response times, regarding faults that the client reports to us during the specified support hours below. For the purposes of this Agreement, a “response” means that 3 Legs Ltd. acknowledge a fault, and does not imply that a resolution will be achieved in this time.

Severity	Description	Response Time
S1 – Failure/Critical	Multiple users are unable to access the system to perform normal work or critical network/security issues.	2 working hours
S2 –Malfunction/Serious	The system is still operational, but some functionality is disabled or serious network/security issues.	4 working hours

Severity	Description	Response Time
S3 – Operation impaired	System operation impaired or slow running. Core functions are healthy.	24 hours
S4 – Usage	Operating normally, but individual users are experiencing issues.	2-5 Days
S5 – Cosmetic	Spelling mistakes, screen layouts or user enhancement request	5+ days

Customers with bespoke web software or web app will require a support/maintenance agreement to obtain these response times. Customers of Subscription Services from 3 Legs will get these response times only for those services.

8.5) SUPPORT HOURS

3 Legs Ltd. shall respond to support requests and progress these during Standard Working Hours. Out of hours support will be charged at double our rate as specified.

8.6) SUPPORT ESTIMATE

Where possible, our response to a fault report shall include an estimate of how long a problem may take to resolve. 3 Legs Ltd. shall keep the client informed of the progress of problem resolution. This shall be not more than every two hours for Severity 1 and 2 calls.

8.7) ELECTRONIC SUPPORT

All support shall be provided by electronic or other communication methods. 3 Legs Ltd. shall not provide on-site support under this Agreement.

8.8) SUPPORT OBLIGATION

3 Legs Ltd. shall be under no obligation to provide support in respect of:

- a) problems resulting from any modifications or customisation of the service not authorised in writing by us. For the avoidance of doubt, modifications to the software shall include but not be limited to changes to the logical or physical database schema of the software, changes to the computer hardware configuration, and hand-modified changes to the data within the database, or data input/edited or deleted by the user;
- b) any software other than our subscription services;

- c) incorrect or unauthorised use of the services or misuse of the service or operator error;
- d) any fault in the specified equipment or any other computer or network hardware;
- e) any programs or software used in conjunction with the services which have not been supplied by us;
- f) use of the elements of the service in any combination other than those specified in any operating instructions supplied by us;
- g) use of the service with computer hardware, operating systems or other supporting software other than the Specified Equipment; and
- h) The client's failure to install and use upon the any new release of the Software within 30 days of its receipt from us.

- c) make hardware accessible to our support staff and, when required, enable logons or passwords with suitable access permissions required for such support staff;
- d) permit us to install the current version of the Software from time to time when upgrades or fixes occur;
- e) provide notice of intention to change hardware or service provider or data-feeds. If any of these changes have a major effect on the service 3 Legs Ltd. provide then 3 Legs Ltd. reserves the right to increase our charges or charge for any necessary changes to be made.

8.9) INVESTIGATION TIME

Any time spent by us investigating any fault pursuant to the circumstances described in clause 8.8 shall be chargeable at our standard rates. 3 Legs Ltd. shall invoice such charges at its discretion, and such shall be paid within 30 days of the date of said invoice.

8.10) TERMINATION OF SUPPORT

3 Legs Ltd. reserves the right to discontinue Support and Maintenance for any prior version of the Software if a superseding version has been made available to the client.

8.11) CLIENT HARDWARE & THIRD-PARTY SYSTEMS

3 Legs Ltd. shall not be obliged to make modifications or provide Support in relation to the client's computer hardware or software.

Where a third-party system has been integrated into one of our subscription services, it is not covered by any support provided by that service fee. If no specific maintenance agreement is in place covering the third-party system, then any support will be considered as chargeable.

8.12) CLIENT RESPONSIBILITIES

The Customer shall:

- a) operate the services, maintain data and the database in accordance with all instructions issued by us;
- b) by arrangement, grant access to premises and/or systems at all times for support;

8.13) SUPPORT LEVELS

Any reported support issue will be escalated through the following support levels until the issue is resolved.

Support Level	Description
User support (L1)	Solving usage issues and minor problems, escalating more complex issues.
Application support (L2)	Website/software troubleshooting, fixing its performance, configuration, and security issues.
Development support (L3)	Fixing software issues on the code or database level, and software integrations
Feature support (L4)	New features and functionality or substantive changes on a quoted basis.

8.14) SUPPORT CHARGES

A support issue is assigned a severity and progresses through the different support levels. The rate charged is determined by the severity, support level, when the work was done and if a Support/Maintenance Agreement or Subscription service covers the work.

Any support not covered by an active Service Fee/Support or Maintenance Contract/Agreement shall be considered ad-hoc support.

Ad-Hoc Support

For ad-hoc support, all severity types and support levels are chargeable at the following rates.

Support Level	Chargeable	
All Levels	Yes	
Time	S1, S2, S3	S4, S5
Office Hours	Priority Rate	Standard Rate

Support Level	Chargeable	
Evenings, Weekends & Bank Holidays	Contract Only	Contract Only

Subscription Services Support

Our subscription services include support for specific severity issues and support levels. All level 4 support is chargeable.

Support Level	Chargeable	
L1-L3	No*	
L4	Yes	
Time	S1, S2, S3, S4	S5
Office Hours	Included *	Standard Rate
Evenings, Weekends & Bank Holidays	S1, S2, S3 Included *	N/A

* excludes client-specific functionality, which will be considered Ad-Hoc or Support/Maintenance Agreement support.

Support/Maintenance Agreement

Each support/maintenance agreement will include certain levels of support and severity issues at different times. The following rates will apply when the agreement does not cover the support.

Support Level	Chargeable	
All Levels	Subject to Agreement	
Time	S1, S2, S3	S4, S5
Office Hours	Standard Rate	Standard Rate
Evenings, Weekends & Bank Holidays	Contract Only	Contract Only

Where work is covered by a suitable agreement/contract, no additional charge shall be made unless the charge is the result of an external service that is required to complete the support request.

9) GENERAL

9.1) OVERDUE PAYMENTS

All payments must be made promptly and in full. If an amount remains overdue for thirty (30) days after the invoice date, an additional 1% penalty will be added for each week of non-payment. In the case of any overdue amount, 3 Legs Ltd. reserve the right to suspend any ongoing work or services to any Client whose invoice is more

than 30 days overdue beyond the terms stated on the invoice. 3 Legs Ltd also reserves the right to remove Web pages from viewing on the Internet until payment is made in full. In the case that collection action proves necessary, the Client agrees to pay all fees and costs incurred by that process.

9.3) ADVERTISING

Advertising on any of our websites will be at the discretion of 3 Legs Ltd and no guarantee as to the response of the advertising is given or implied. 3 Legs Ltd. will take no responsibility or liability for the accuracy of advertising copy.

9.4) ISP

The Client understands that any Internet Service Provider (ISP) services require a separate contract with the ISP of the Client's choice. Any assistance given by 3 Legs Ltd in setting up this Service will be charged for. 3 Legs Ltd take no responsibility for any ISP Service.

8.5) SEARCH ENGINES, DIRECTORIES AND INDEXES

3 Legs Ltd do not imply, warrant or guarantee any inclusion or specific placing on any search engine, directory or index as these are third party services beyond our control. 3 Legs Ltd. will, however, make reasonable efforts to gain good placing of Clients' sites on some of the most commonly used search engines. Our service does not include paid-for placements, neither does it include any fees to third parties.

9.6) SERVICE AVAILABILITY

3 Legs Ltd does not warrant that the functions contained in the Website will meet the Client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Website is with the Client. In no event will 3 Legs Ltd. be liable to the Client or any third party for any damages, including any loss of profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the Website in whole or in part, even if 3 Legs Ltd. have been advised of the possibility of such damages.

9.7) REASONABLE ENDEAVOURS

3 Legs Ltd. shall use reasonable endeavours to provide continuing availability of the server and the services but 3 Legs Ltd. shall not, in any event, be liable for service interruptions or down time of the server.

9.8) INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS

The Client is solely responsible for obtaining any and all necessary intellectual property rights, clearances and/or other consents and

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authorisations in respect of the services, including, without limitation, clearance and/or consents in respect of the Client's proposed domain name and merchant services agreements between the Client and the relevant banks in respect of the Client's operation of an online store and will fully indemnify 3 Legs Ltd against any liabilities arising from such matter.

9.9) COPYRIGHT

Copyright to the finished work produced by 3 Legs Ltd is owned exclusively by us until final payment is received as per this contract. The Client may then take copyright of the Website design, graphics, and text in the finished work subject to the copyright terms of any third-party service used to deliver aspects of the work.

Rights to library photos, original photography, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the exclusive property of their respective creators and owners else explicitly stated. 3 Legs Ltd retain the rights to display graphics and other Web design elements as examples of their work in their respective portfolios.

All source code and programming code remains the copyright of 3 Legs Ltd unless explicitly stated otherwise.

All third-party service or code is subject to the terms of the original copyright holder unless agreed and stated otherwise. Any source code 3 Legs Ltd release is for information purposes only and may not be altered, copied or re-distributed.

Applications provided on software as a Service basis (Security-Payment.com, Content Xpress, 3 Legs Content Management and Domains & Hosting) remain the exclusive property of 3 Legs Ltd.

9.10) RETURN OF CLIENT DATA

Upon request by client made within 30 days after the effective date of termination, 3 Legs Ltd will make available to Customer for download a file of Customer Data within 60 days of the request.

An administrative charge of 2 hours of standard billable time will apply to this service. After such 30-day period, 3 Legs Ltd. shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in its systems or otherwise in its possession or under its control.

9.11) INDEMNIFICATION

The Client agrees to use all 3 Legs Ltd services and facilities at their own risk and agree to defend, indemnify, save and hold us harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against 3 Legs Ltd or its associates that may arise directly or indirectly from any service provided or

agreed to be provided or any product or service sold by the Client or its third parties. The Client agrees this indemnification extends to all aspects of the project, including but not limited to Website content and choice of domain name.

The Client also agrees to defend, indemnify and hold harmless 3 Legs Ltd against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

9.12) LIABILITY AND WARRANTY DISCLAIMER

3 Legs Ltd provides their website and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. 3 Legs Ltd. cannot guarantee the functionality or operations of our web site, or that it will be uninterrupted or error free, nor do 3 Legs Ltd. warrant that the contents are current, accurate or complete.

3 Legs Ltd. endeavour to provide a website within given delivery timescales to the best of our ability. However, the Client agrees that 3 Legs Ltd is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees 3 Legs Ltd is not liable for absence of service as a result of illness or holiday.

The Client agrees 3 Legs Ltd. are not liable for any failure to carry out services for reasons beyond our control including - but not limited to - acts of God, telecommunication problems, software failure, hardware failure, third party interference, government, emergency on a major scale, or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third-party services. 3 Legs Ltd. are not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from 3 Legs Ltd to the Client, the Client shall assume entirely the responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, 3 Legs Ltd. cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If, after handover of files, errors are found in code that 3 Legs Ltd has created (and the main browsers, domain name setup and hosting setup are the same as when work began), then 3 Legs Ltd will correct these errors

for the Client at our own discretion.

If, after handover of files, errors are found in code that 3 Legs Ltd has created and the main browsers have released an updated software version, or the domain name setup or hosting setup has been changed, 3 Legs Ltd reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should the Client go into compulsory or involuntary liquidation or become otherwise unable to pay its debts in the normal course of business, 3 Legs Ltd reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

3 Legs Ltd shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if 3 Legs Ltd has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend 3 Legs Ltd and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

3 Legs Ltd may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. 3 Legs Ltd reserves the right to quote for any updates as separate work. The Client agrees 3 Legs Ltd. are not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

9.13) COMPLAINTS PROCEDURE

Informal procedure:

Anyone who experiences a problem with web services provided by 3 Legs Ltd should raise the matter directly using our online contact form, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

3 Legs Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure:

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to 3 Legs Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt. A full and considered response to the complaint should be completed within 30 days, and any subsequent remedy implemented with the minimum of delay.

9.14) DISPUTE RESOLUTION

The parties agree that if any dispute should arise under this agreement, attempts in good faith by both parties will be made to resolve the matter fairly before resorting to court procedures. In doing so, each party agrees to use its best endeavour to:

Clearly communicate in writing the background facts leading to or causing the dispute.

Set out clearly what action is required to settle the dispute.

Select a way of resolving the dispute and explain why that way of resolving the dispute can be said to be a fair resolution.

Discuss specific means of avoiding such disputes in the future.

Attempts to resolve the dispute must follow the following procedure:

- a) The person complaining shall set out in writing the background, the issues and the outcome desired.
- b) The person to whom the complaint is addressed will reply in writing within 10 business days to each issue in dispute setting out his/her perspective on the issue and the outcome desired.
- c) If the dispute is not resolved in accordance with this exchange of written issues and outcomes, then the complainant will raise the matter with a neutral professional adviser within 10 business days.
- d) If the dispute is not resolved in accordance with such reference, the matter shall be referred to a single agreed arbitrator within 10 business days; whose decision shall be final.
- e) In the case of disagreement on the appointment of a single arbitrator, then the parties shall each be entitled to nomi-

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nate one independent arbitrator within 7 days of disagreement and a coin will be tossed by an independent person to decide which will act as arbitrator of the dispute.

- f) Action taken to settle the dispute at each stage must be undertaken promptly and the parties shall equally share the costs associated with the dispute settlement procedure.

9.15) NEGLIGENCE

Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

9.16) NOTICES

Any notice to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in this agreement or such other address as either party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

9.17) CLIENT INFORMATION

It is the responsibility of the Client to inform 3 Legs Ltd of any changes to any contact information 3 Legs Ltd. may hold for our administration purposes. This information 3 Legs Ltd. hold is subject to Data Protection Laws.

9.18) LAW

These terms and conditions shall be governed by and construed in accordance with Manx law and the Client hereby submits to the non-exclusive jurisdiction of the Manx courts.

9.19) ENTIRE AGREEMENT

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

9.20) SECURITY

The Client warrants, undertakes and agrees that:

The Client will keep secure any identification, password, and other confidential information relating to the Client's account, and the Cli-

ent will notify us immediately of any known or suspected unauthorised use of the Client's account or any known or suspected breach of security, including loss, theft or unauthorised disclosure of the Client's password information.

3 Legs Ltd reserve the right only to act to on Clients' instructions with regard to our services in accordance with our Client Access Security Policy.

8.21) SERVERS

Whilst 3 Legs Ltd. shall use reasonable endeavours to ensure the integrity and security of the Server, 3 Legs Ltd. do not guarantee that the Server will be free from unauthorised users or hackers.

8.22) DATA PROTECTION REGISTRATION

3 Legs Ltd. is registered with the Isle of Man Information Commissioner as a data controller and a data processor. Details of how 3 Legs Ltd. handles our customer data are outlined in our privacy policy, available on our website at www.3legs.com/privacy.

8.23) DATA PROCESSING FOR CLIENTS

In relation to our hosting, email, Subscription Services, and software systems 3 Legs Ltd is the Data Processor, and our Client is the Data Controller

- 3 Legs Ltd. agrees to process personal data only on written instructions from the controller.
- Everyone who comes into contact with the data is sworn to confidentiality.
- All appropriate technical and organisational measures are used to protect the security of the data.
- 3 Legs Ltd. will not subcontract to another processor unless instructed to do so in writing by the controller.
- 3 Legs Ltd. will help the controller uphold their obligations under the GDPR, particularly concerning data subjects' rights.
- 3 Legs Ltd. will help the controller maintain GDPR compliance with regard to the security of processing and consult with the data protection authority before undertaking high-risk processing.
- 3 Legs Ltd. agree to delete all personal data upon the termination of services or return the data to the controller.

These terms are further defined in our Data Processing Agreement.

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9.24) DATA SHARING/TRANSFER

Only data relevant to the provision of Website, software and Subscription Services will be shared or transferred where there is a legal requirement to do so or an operational necessity.

These main areas are:

- Domain Name Registration – All domain name registrations require that the appropriate registry is provided with the details of the legal owner of a domain name registration. By agreeing to the registration/renewal of a domain name, the Client agrees to the transfer of this data.
- Payment Services – In order to provide payment processing, payment gateway services need details of the order, including billing and delivery details, in order for payments to be processed. By agreeing for us to integrate with such a provider, the Client agrees to the transfer of this data.

- Website Analytics – 3 Legs Ltd. use Google Analytics to provide usage statistics about how a website is used. By agreeing for us to integrate with Google Analytics, the Client agrees to their GDPR terms.
- Mailing List/Bulk Mail Services – In order to provide Mailing List/Bulk Mailing Services 3 Legs Ltd. will use an external service. This will involve the addition of a sign-up form on the Client's website and the transfer of the data collected to the relevant Service to be managed. By agreeing to us integrating to such a Service, the Client agrees to their GDPR terms.

3 Legs Ltd. may integrate with other services on a per-project basis. Any data transfer relating to these services will be defined in the relevant project paperwork.

These terms and conditions, together with any document expressly referred to in them, contain the entire agreement between The Client and 3 Legs Ltd relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between The Client and 3 Legs Ltd in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. The Client confirms that, in agreeing to these terms and conditions, the Client has not relied on any representation save insofar as the same has expressly in these terms and conditions been made a representation and the Client agrees that the Client shall have no remedy in respect of any other misrepresentation (other than a fraudulent misrepresentation).

Registered Company Details

3 Legs Ltd, Lyonville, Stuggadhoo, Marown, Isle of Man, IM4 2AJ

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