

BookMe Agency Ltd

Mobile Applications End User Licence Agreement

1. Introduction

This End User Licence Agreement (EULA) sets out the terms of licence and use that apply to those applications for use on mobile devices (such as mobile phones, tablets and other devices) that we make available for download from any third party application store (collectively, "Applications"):

The Applications are provided by BookMe Agency Ltd trading as BOOKME (we, us and our). We are a limited company, registered in England and Wales. Our registered company number is 12289185. Our VAT registration number is PENDING

Any transactions carried out on the BookMe Application or Website are subject to BookMe's standard Terms and Conditions, which can be accessed from our website at www.BookMe.agency/privacypolicy

Use of the BookMe application themselves are subject to these terms and conditions. Use of your personal information submitted via the BookMe Application is governed by our Privacy Policy, which can be accessed from our website at www.BookMe.agency/privacypolicy

We do not accept bookings for artists who are minors (individuals under 18 years of age). If you are under 18 years of age, you are not permitted to create an account on the BookMe platform.

BY DOWNLOADING, ACCESSING AND/OR USING THE BOOKME APPLICATION, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU ALSO ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU (AND, IF RELEVANT, ANY ORGANISATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY ORGANISATION, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ORGANISATION. IF YOU (OR, IF RELEVANT, YOUR ORGANISATION) DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND YOUR ORGANISATION), YOU ARE NOT PERMITTED TO ACCESS OR USE THE BOOKME APPLICATION, AND YOU SHOULD NOT CLICK TO ACCEPT THESE TERMS AND YOU SHOULD NOT PROCEED FURTHER.

In these terms, unless the context otherwise requires, all further references to "you" (and "your", etc) means both you as an individual user and your organisation (if any).

We reserve the right to change these terms from time to time by updating the relevant Application(s) and by changing these terms on the Website although no such change will affect any Application you have already downloaded. These terms were last updated on 27th October 2019.

2. Access to the Applications

Applications may only be downloaded, accessed and used on a device owned or controlled by you and running the relevant operating system for which the Application concerned was designed. You must make sure you have a compatible device which meets all the necessary technical specifications to enable you to download the BookMe.

You are responsible for the security of your password that you used to register on the BookMe platform or through our website, www.BookMe.Agency

We may, from time to time, restrict access to certain features, functions or content of the BookMe Application downloaded from any third party application store, to users who have registered with us, either through our website or the BookMe platform.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of the BookMe Application or that the BookMe Application will perform at a certain speed (since this depends on a number of factors outside our control).

We reserve the right to withdraw or suspend the operation of the BookMe Application, or cease to provide and/or update content to the application, with or without notice to you, if we need to do so, including, without limitation, for security, legal, commercial or any other business reason.

3. What you are permitted to do

Subject to the following sections, you may retrieve and display content from any BookMe platform including on a computer or mobile device and store that application in electronic form incidentally in the normal course of use of your browser or mobile device. Additional terms may also apply to certain features, parts or content of the BookMe Application and, where they apply, will be displayed before you access the relevant features, parts or content.

4. What you are not permitted to do

Except to the extent expressly set out in these terms, you are not allowed to:

- (a) republish, redistribute or re-transmit the BookMe Platform, Application or Website.
- (b) copy or store the BookMe Application other than for your own personal use and as may occur incidentally in the normal course of use of your browser or mobile device.
- (c) store the BookMe Application on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the BookMe Application.
- (d) remove or change any content of the BookMe Application or attempt to circumvent security or interfere with the proper working of the BookMe Application or any servers on which it is hosted.
- (e) use the BookMe Application in a way that might damage our name or reputation or that of any of our affiliates or otherwise do anything that it is not expressly permitted by these terms.

All rights granted to you under these terms will terminate immediately in the event you are in breach of any of them.

To do anything with the BookMe Application that is not expressly permitted by these terms, you will need a separate licence from us.

5. Third party service providers and application stores

Certain third-party service providers with whose devices and/or operating systems that our Application has been designed to be compatible oblige us to include certain additional provisions in these terms. These are set out at the end of these terms under Additional third- party terms. These provisions relate specifically to the third-party service providers.

Third party application stores are operated by the relevant third-party service providers and/or its affiliates. We are not responsible for these stores or (with the exception of our Applications) for anything provided by them and do not guarantee that they will be continuously available.

6. Intellectual property rights

All intellectual property rights for the BookMe Application and in any content held within the BookMe Application (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading the BookMe Application or any content within the BookMe Application.

7. Functionality and content

You agree that downloading, accessing and use of the BookMe Application that is made available for download free of charge are on an 'as is' and 'as available' basis and at your sole risk.

We reserve the right to change the design, features and/or functionality of the BookMe Application by making the updated application available for download. You are not obliged to download any updated application, but we may cease to provide and/or update content to prior versions of the BookMe Applications.

Where the BookMe Application makes content available, you acknowledge that such content may be updated at any time.

Whilst we try to make sure that content made available by the BookMe Application consisting of information of which we are the source is correct, you acknowledge that certain Applications may make content available which is derived from a number of sources, for which we are not responsible. In all cases, information made available by the BookMe Application is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

Except as expressly set out in these terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the BookMe Application and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the BookMe Application.

We cannot and do not guarantee that the BookMe Application or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the BookMe Application and its content.

8. Your personal information

Use of your personal information submitted to us via the BookMe Application is governed by our privacy policy, which can be accessed from our website.

9. External links

Certain Applications may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

10. Our liability

Nothing in these terms shall limit or exclude our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraudulent misrepresentation; or
- (c) for any other liability that may not, under English law, be limited or excluded.

Subject to this, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

11. General

You may not transfer or assign any or all of your rights or obligations under these terms.

All notices given by you to us must be given in writing to the address set out at the end of these terms and conditions.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.

These terms may not be varied except with our express written consent.

These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter. We are required by law to advise you that any contract formed on these terms may be concluded in the English language only and that no public filing requirements apply.

These terms shall be governed by English law, and you agree that any dispute between you and us regarding them or the BookMe Application will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

12. Contacting us

Please submit any questions you have about these terms or any problems concerning the BookMe Application by email to info@BookMe.agency