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# TERMS AND CONDITIONS OF SERVICE

Effective Date **March 26, 2024**

## WHAT THESE TERMS COVER

Please find below terms and conditions upon which will provide services to you.

All contracts that we may enter into for the provision of our services shall be governed by these terms and conditions.

Please read these terms and conditions carefully and make sure that you understand them.

If there are any terms you do not understand, please do not hesitate to contact us for clarification.

By accepting terms and conditions when booking our services online, you agreed to be bound by these Terms. If you do not accept our Terms, please do not proceed with booking our services.

You agree that by accessing the Services, you have read, understood, and agree to be bound by these Terms.

We will provide you with prior notice of any scheduled changes to the Services you are using. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section 'TERM AND TERMINATION'.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print or download a copy of these Legal Terms for your records.

## ABOUT US

### Who We are

We are BoothNine Event Media, a trading name of WWG Consulting Ltd, a company incorporated in England and Wales with registered number 13680090, whose registered office is at 21 Orton Enterprise Centre, Peterborough, PE2 6XU. Our VAT number is 394600683.

We operate the website <https://boothnine.com> (the 'Site'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms').

In these Terms, we will refer to ourselves using our trading name, "BoothNine Event Media".

## How to contact us

You can contact us by phone at +447506 284 590, email at [hello@boothnine.com](mailto:hello@boothnine.com), or using the [contact form](#) on our website.

# 1 DEFINITIONS AND INTERPRETATION

These terms and conditions are made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

"**Supplier**" means BoothNine Event Media;

"**BEM**" means the Supplier;

"**Contract**" means a contractual agreement made between the Client and BoothNine Event Media under these terms and conditions

"**Client**" means the person or entity purchasing products or services from BoothNine Event Media and identified in the Contract;

"**Event**" means any planned occasion for which a Photo Booth booking has been, or is yet to have been, made;

"**Equipment**" means the equipment specified in the Contract, which is to be hired by the Client under these terms and conditions;

"**Content**" means any media including prints, photos, GIFs, boomerangs and video created or obtained through the Equipment, or associated equipment or the Services from BEM;

"**Services**" means hire of the Equipment, and associated products or services used to generate content at an event

"**Guest**" means any attendee at the Client's event;

"**Client Obligations**" has the meaning as defined in clause 5;

"**Deposit**" means any deposit of funds with respect to fees due under the contract

"**Force Majeure**" means an event, or related events that are outside the control of the party or parties affected.

"**Personal data**" means personal data as defined under Data Protection Laws in the United Kingdom

"**Attendant**" means any representative of BoothNine Event Media accessible to the Client to deliver, assemble and operate the Equipment, assist in the provision of the Services, and remove the Equipment following the Event;

"**Period of Hire**" means the time period for which the Equipment is to be operated

“Permission” means any permission that is required from a third party, in order to perform the Services, delivery, installation, and removal of the Equipment at the location, including inclusion or representation in any of the Content

“Intellectual Property Rights” means all copyright and other intellectual property rights applicable in whatever country, whether registrable or not, registered or not, including any application or right of application for such rights;

“Location” means the location or address for the Event as specified in the Contract.

## 2 CONTRACT TERM

### Term

2.1 The Contract will come into force after completion of the following:

- The Client has first submitted an enquiry by contacting BEM through the website – <https://boothnine.com> or by email or phone. If the Client decides to book services offered, a deposit will be paid to reserve the selected service for a specific date;
- The scope of the Client’s requirements has been determined and agreed, including the Services and Period of Hire;
- BoothNine Event Media will send a contract to the Client;
- The Client must confirm in writing and sign the Contract to confirm the terms of agreement (including services, any fees due);
- BoothNine Event Media must confirm in writing that the Client’s booking has been accepted;

At this point, a contract will come into existence between the Client and BEM

2.2 The Contract shall continue in existence until

- All fees due have been paid and received as cleared funds;
- The Period of Hire has completed;
- The Services have been delivered or performed;
- Any content required to be delivered by the Contract have been delivered;

at which point the Contract will terminate, unless terminated under conditions specified in the ‘Termination’ clause of these terms and conditions.

### 3 SERVICE PERIOD

- 3.1 The Supplier will make best efforts to provide Equipment that is operational and available for use for a minimum of 95% of the Period of Hire.
- 3.2 There may be some downtime to maintain the Equipment. The Client accepts that the Equipment may temporarily be unavailable for this purpose during the Period of Hire.

### 4 EQUIPMENT

- 4.1 The Equipment will always remain, the property of BEM.
- 4.2 The Equipment is provided for indoor use only in weatherproof conditions on a dry level hard surface flooring or ground.

#### **Delivery and Installation**

- 4.3 Where on-site delivery and installation of the Equipment is required,
  - BEM shall deliver and install the Equipment at the Location as specified on the Contract, subject to Client's Obligations, at the time agreed by the parties, or at a reasonable time preceding the Period of Hire.
  - BEM will require space to operate and allow guests to queue outside the Photo Booth.
  - The Client will arrange for an appropriate space for the Equipment to be installed at the Location where the Event is being held. In general, an area 2.5m x 2.5m x 2.5m clearance height will be required;
  - If the space is inadequate and insufficient, the BEM reserves the right to proceed with the Termination policy.
  - The Client must not move or disassemble the Equipment from the location where it has been installed;
- 4.4 Where the Services are offered solely through online access
  - BEM will provide the Client with information on how to access the Services. It is not the responsibility of BEM to provide access to the internet.

#### **Loss or Damage To Supplier's Equipment**

- 4.5 The Client must comply, and must ensure that Guests comply, with the reasonable instructions, of BEM, in relation to the Equipment.
- 4.6 The Client assumes complete responsibility for any loss of or damage to BEM's equipment - other than Fair Wear & Tear - caused by any misuse of the equipment by the Client, their employees and/or any Third Party.
- 4.7 This responsibility shall be deemed applicable until it passes back to BEM at the point of collection or disassembly by the Supplier at the Location.

4.8 For the avoidance of doubt, the Client shall be responsible for compensating the Supplier with respect to any such damage in accordance with Clause 4.5

## 5 CLIENT OBLIGATIONS

### 5.1 The Client

- Warrants that they are over 18 and have full authority to enter in this Agreement.
- Confirm that they currently not restricted from using the Site or from contracting with BEM; that they shall not infringe the rights of BEM; and that they shall only submit information on the Site that they are entitled to submit, which is accurate and not confidential.
- Accept responsibility for complying with the laws of the country from where the Site is used and will ensure that all necessary permission and consents are in place in relation to use of the Site.
- Must not create a false identity or submit inaccurate, false or misleading information.
- Must notify BEM, if they are think they are entitled or required to act contrary to these Legal Terms due to mandatory law which applies to them. BEM must be notified at least 28 days before the Client acts contrary to these Terms.
- BEM will inform the Client if it is able to provide a solution that prevents having to act contrary to these Legal Terms.

5.2 The Client agrees to indemnify BEM against all damages, losses and costs incurred due to the Client's failure to comply with this Agreement.

### 5.3 The Client must:

- obtain all such Permissions that are required for the delivery, installation, operation, and removal of the Equipment, and in the performance of the Services;
- provide or procure, assistance, information and documentation, facilities, utilities, and any other items, that are specified or referenced in the Contract as being required of the Client or are otherwise requested by BEM and reasonably necessary to enable BEM to perform its obligations under the Contract;
- promptly review the Content and confirm the legality and suitability of the Content following its receipt by the Client;
- The review must take place before any distribution or publication;
- The Client acknowledges that BEM will not in the ordinary course of events review the Content or confirm the legality or suitability of the Content

## 6 ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

- 5.4 Visiting the Services, sending us emails, and completing online forms constitute electronic communications. The Client consents to receive electronic communications, and agrees that all agreements, notices, disclosures, and other communications provided by BEM electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.
- 5.5 THE CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY BEM OR VIA THE SERVICES.
- 5.6 The Client hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 7 INTELLECTUAL PROPERTY RIGHTS

### **Intellectual property**

- 7.1 BEM is the owner or the licensee of all intellectual property rights in the Services, including all source code, databases, functionality, software, website designs, audio, video, photographs, and graphics in the Services (collectively, the 'Content').
- 7.2 BEM Content is protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United Kingdom and around the world.
- 7.3 The Content is provided in or through the Services 'AS IS' for the Client's personal, non-commercial use or internal business purpose only.

### **Use of the Services**

- 7.4 Subject to compliance with these Legal Terms, including the 'Prohibited Activities' section below, BEM grants the Client a non-exclusive, non-transferable, revocable licence to
- access the Services; and
  - download or print a copy of any portion of the content to which the Client has properly gained access.



solely for personal, non-commercial use unless otherwise authorised by BEM through express written permission.

- 7.5 Except as set out in this section or elsewhere in these Legal Terms, no part of the Services and Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without BEM's express written permission.
- 7.6 If the Client wishes to make any use of the Services, and Content other than as set out in this section or elsewhere in these Legal Terms, a request should be addressed to: [hello@boothnine.com](mailto:hello@boothnine.com). If BEM grants the Client permission to post, reproduce, or publicly display any part of BEM Services or Content, the Client must identify BEM as the owners of licensors of the Services and Content, and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying BEM Content.
- 7.7 BEM reserves all rights not expressly granted to the Client in and to the Services, and Contents.
- 7.8 Any breach of these Intellectual Property Rights will constitute a material breach of these Legal Terms and the right to use the Services will terminate immediately.

## 8 SUBMISSIONS AND CONTRIBUTIONS

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully prior to using the Services to understand (a) rights the Client gives to BEM and (b) obligations the Client has when posting or uploading any content through the Services.

### 8.1 Submissions

By directly sending to BEM any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), the Client agrees to assign to BEM all intellectual property rights in such Submissions. The Client agrees that BEM shall be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to the Client.

### 8.2 Contributions

The Services may extend an invitation to chat, contribute to, or participate in blogs, message boards, online forums, surveys and other functionality during which the Client may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to BEM through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions,

personal information, or other material ('Contributions'). Any Submission that is publicly available shall be treated as a Contribution.

The Client understands that Contributions may be viewable by other users of the Services and possibly through third-party websites.

### **8.3 When Contributions are posted , BEM is granted a licence (including use of Client name, trademarks, and logos)**

By posting any Contributions, the Client grants BEM an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit the Client's Contributions (including, without limitation, Client's image, name, and voice) for any purpose , commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, the Client's Contributions, and to sublicense the licences granted in this section. Usage and distribution by BEM may occur in any media formats and through any media channels.

This licence includes BEM use of Client name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images provided by the Client.

### **8.4 The Client is responsible for what is posted or uploaded**

By sending Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking the Client's account through the Services to any of their social networking accounts, the Client:

- confirms that they have read and agree with BEMs 'PROHIBITED ACTIVITIES' and will not send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such submission and/or Contribution;
- warrants that any such Submission and/or Contributions do not constitute confidential information.

The Client is solely responsible for their Submissions and/or Contributions and expressly agrees to reimburse BEM for any and all losses that BEM may suffer because of a breach caused by them of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

### **8.5 BEM may remove or edit the Client's Content**

Although BEM have no obligation to monitor any Contributions, BEM shall have the right to remove or edit any Contributions at any time without notice if in their reasonable opinion they consider such Contributions harmful or in breach of these Legal Terms. If any such Contribution is removed or edited by BEM, they may also suspend or disable access to the Services and report to the authorities.

### **8.6 Copyright infringement**

BEM respects the intellectual property rights of others. If the Client believes that any material available on or through the Services infringes upon any copyright they own or control, they should immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

## **9 USER REPRESENTATIONS**

By using these Services, the Client represents and warrants that: (1) they have the legal capacity and they agree to comply with these Legal Terms; (2) they are not a minor in the jurisdiction in which they reside; (3) they will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) they will not use the Services for any illegal or unauthorised purpose; and (5) their use of the Services will not violate any applicable law or regulation.

If the Client provides any information that is untrue; inaccurate, not current, or incomplete, BEM retain the right to suspend or terminate the Client's access and refuse any and all, current or future use of the Services (or any portion thereof).

## **10 PURCHASES AND PAYMENT**

10.1 Payment can be made by credit or debit card. There is no fee charged to the Client, as BEM absorbs the cost of processing the card payment, through their

third party card processing provider. Payments by BACS are also acceptable by prior arrangement with BEM, in which case no extra charges apply.

- 10.2 If the Client wants to book BEM photobooth services at short notice; for these bookings (made within 30 days or earlier, of the service), the full balance will be due at the time the booking is confirmed.
- 10.3 The Client agrees to provide current, complete, and accurate purchase and account information for all purchases made via the Services. They further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that BEM can complete transactions and contact the Client as needed.
- 10.4 Value Added Tax will be added to the price of purchases as deemed required by BEM. All amounts stated in or in relation to the Services, unless the context requires otherwise, are stated inclusive of any applicable value added taxes. For Clients outside of the United Kingdom, VAT will not be charged.
- 10.5 The Client agrees to pay all charges at the prices then in effect for their purchases, and authorise BEM to charge their chosen payment provider for any such amounts upon placing an order. BEM reserves the right to correct any errors or mistakes in pricing, even if payment has already been requested or received.
- 10.6 Any booking or reservations with less than fourteen days before the Period of Hire will require full payment at the time of booking. No refunds will be applicable to such bookings where the Client terminates the Contract.
- 10.7 BEM reserves the right:
  - to refuse any order placed through the Services.
  - at their sole discretion, to limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same Client account, the same payment method, and/or orders that use the same billing or shipping address.
  - to limit or prohibit orders that, in their sole judgement, appear to be placed by dealers, resellers, or distributors.

## 11 PROHIBITED ACTIVITIES

- 11.1 The Services may not be used for any purpose other than that for which BEM makes the Services available.
- 11.2 The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by BEM.
- 11.3 As a user of the Services, the Client agrees not to:
  - Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from BEM.

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive information such as user passwords.
- Circumvent, disable, or otherwise interfere with security related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in BEM's opinion, BEM and/or the Services.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Make improper use of BEM support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operations, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of BEM's employees or agents engaged in providing any portion of the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or Content for any revenue generating endeavour or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.

## 12 USER GENERATED CONTRIBUTIONS

12.1 The Services may invite the Client to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to BEM or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third party websites. As such, any Contributions the Client transmits may be treated as non-confidential and non-proprietary.

12.2 When creating or making available any Contributions, the Client thereby represents and warrants that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of their Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- They are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise BEM, the Services, and other users of the Services to use their Contributions in any manner contemplated by the Services and these Legal Terms.

- The Client has the written consent, release, and/or permission of every identifiable individual person in their Contributions to use the name or likeness of each and every such identifiable person to enable inclusion and use of the Client's Contributions in any manner contemplated by the Services and these Legal Terms.
- The Client's Contributions are not false, inaccurate, or misleading.
- Their Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Their Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- The Client's Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Their Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Their Contributions do not violate any applicable law, regulation, or rule.
- Their Contributions do not violate the privacy or publicity rights of any third party.
- Their Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- The Client's Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- The Client's Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

12.3 Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination, or suspension of the Client's rights to use the Services.

## 13 CONTRIBUTION LICENCE

13.1 By posting Contributions to any part of the Services, the Client automatically grants, and represents and warrants that they have the right to grant, to BEM an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce,

disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, the Client's image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

- 13.2 This licence will apply to any form, media, or technology now known or hereafter developed, and includes BEM use of the Client's name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images the Client provides.
- 13.3 The Client waives all moral rights in their Contributions and warrant that moral rights have not otherwise been asserted in their Contributions.
- 13.4 BEM does not assert any ownership over the Client's Contributions. Full ownership of all of Contributions are retained by the Client and any intellectual property rights or other proprietary rights associated with Contributions.
- 13.5 BEM is not liable for any statements or representations in Contributions provided by the Client in any area of the Services. The Client is solely responsible for their Contributions to the Services and expressly agree to exonerate BEM from any and all responsibility and to refrain from any legal action against BEM regarding their Contributions.
- 13.6 BEM have the right, in their sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. BEM have no obligation to monitor the Client's Contributions.

## 14 THIRD-PARTY WEBSITES AND CONTENT

- 14.1 The Services may contain (or the Client may be sent via the Site) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by BEM. BEM are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or



the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us.

- 14.2 If the Client decides to leave the Services and access Third-Party Websites or to use or install any Third-Party Content, they do so at their own risk, and should be aware these Legal Terms no longer govern. The Client should review the applicable terms and policies, including privacy and data gathering practices, of any website to which they navigate from the Services or relating to any applications they use or install from the Services.
- 14.3 Any purchases the Client makes through Third-Party Websites will be through other websites and from other companies, and BEM take no responsibility whatsoever in relation to such purchases which are exclusively between the Client and the applicable third party.
- 14.4 The Client agrees and acknowledges that BEM do not endorse the products or services offered on Third-Party Websites and they shall hold BEM blameless from any harm caused by their purchase of such products or services. Additionally, the Client shall hold BEM blameless from any losses sustained by them or harm caused to them relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 15 SERVICES MANAGEMENT

BEM reserves the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in their sole discretion, violates the law or these Legal Terms, including without limitation, reporting such to law enforcement authorities; (3) in BEM's sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of the Client's Contributions or any portion thereof; (4) in BEM's sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to BEM systems; and (5) otherwise manage the Services in a manner designed to protect BEM rights and property and to facilitate the proper functioning of the Services.

## 16 PRIVACY POLICY

- 16.1 BEM cares about data privacy and security. Please review BEM's Privacy Policy on the website at <https://www.boothnine.com>

16.2 By using the Services, the Client agrees to be bound by BEM's Privacy Policy, which is incorporated into these Legal Terms. Please be advised that BEM's Website and Services are hosted in the United Kingdom. If the Client accesses the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Services, you are transferring your data to the United Kingdom, and you expressly consent to have your data transferred to and processed in the United Kingdom.

## 17 COPYRIGHT INFRINGEMENTS

- 17.1 BEM respects the intellectual property rights of others. If the Client finds that any material available on or through the Services infringes upon any copyright they own or control, the Client should immediately notify BEM using contact information: [hello@boothnine.com](mailto:hello@boothnine.com)
- 17.2 Pursuant to applicable law, the Client may be held liable for damages, where they make material misrepresentations. If the Client is not sure that material located on or linked to by the Services infringes their copyright, they should consider first seeking legal advice.

## 18 TERMINATION

- 18.1 These Legal Terms shall remain in full force and effect while the Services are in use by the Client. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, BEM RESERVES THE RIGHT TO, IN THEIR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. BEM MAY TERMINATE THE CLIENT'S USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT THEY POSTED AT ANY TIME, WITHOUT WARNING, IN BEM'S SOLE DISCRETION.
- 18.2 Either party may terminate the Contract by giving written notice of termination to the other party before commencement of the Period of Hire.
- 18.3 Where the Client is in breach of the terms of the Contract, bankrupt or unable to pay, or subject to insolvency proceedings, BEM may terminate the Contract immediately by giving written notice of termination.

- 18.4 BEM may terminate the Contract immediately by giving written notice to the Client if any amount due to be paid by the Client to BEM under the Contract is unpaid by the due date (and remains unpaid upon the date that that written notice of termination is given).
- 18.5 Where the Contract is terminated by BEM before the start of the Period of Hire, a full refund of payments made by the Client would be applicable, except where clause 18.4 arises.
- 18.6 If the Contract is terminated by the Client with written notice, at least 28 days before the start of the Period of Hire, a refund less the Deposit paid, would be applicable. Where the Client terminates the Contract with less than 28 days to the start of the Period of Hire, no refund will be applicable.

## 19 MODIFICATIONS AND INTERRUPTIONS

- 19.1 We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.
- 19.2 We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.
- 19.3 We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## 20 GOVERNING LAW

- 28.1 These Legal Terms are governed by and interpreted following the laws of England and Wales in the United Kingdom.
- 28.2 BEM and the Client both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales, which means that any claims to defend consumer protection rights in regard to these Legal Terms will be in the United Kingdom.

## 21 CORRECTIONS

21.1 There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. BEM reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## 22 DISCLAIMER

22.1 THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. THE CLIENT AGREES THAT THEIR USE OF THE SERVICES WILL BE AT THE THEIR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BEM DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND THE CLIENT'S USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BEM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND BEM WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE CLIENT'S ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF BEM OR THEIR AGENT'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. BEM DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BEM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE CLIENT AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE

THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, THE CLIENT SHOULD USE THEIR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 23 LIMITATIONS OF LIABILITY

- 23.1 In a situation where a Force Majeure gives rise to a failure, delay in either party performing their obligations under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure.
- 23.2 BEM will not be liable to the Client in respect of any losses arising out of a Force Majeure Event. For the avoidance of doubt, BEM will not be liable to the Client in relation to any delay in the delivery, installation, operation, and removal of the Equipment at the Event, where such delay arises out of a Force Majeure Event, or out of the Client's failure to provide BEM with adequate delivery instructions or other instructions.
- 23.3 IN NO EVENT WILL BEM OR THEIR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM THE CLIENT'S USE OF THE SERVICES, EVEN IF BEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BEM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY THE CLIENT TO BEM.

## 24 INDEMNIFICATION

- 24.1 The Client warrants to BEM that the Content will not include any images, videos or other materials that feature whole or partial nudity; are sexually explicit, offensive, indecent or obscene.
- 24.2 The Client agrees to defend, indemnify, and hold BEM harmless, including their subsidiaries, affiliates, and all of their respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of: (1) Client's Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of the Client's obligations set forth in these Legal Terms; (5) violation of the rights of a third party, including but not limited to

intellectual property rights; (6) any overt harmful act toward any other user of the Services with whom the Client is connected via the Services; or (7) any other act or omission of the Client or any Guest, including, but not limited to those, arising out of Clause 24.1;

24.3 Notwithstanding the foregoing, BEM reserves the right, at the Client's expense, to assume the exclusive defence and control of any matter for which they are required to indemnify BEM, and agrees to cooperate, at their expense, with BEM's defence of such claims. BEM will use reasonable efforts to notify the Client of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 25 USER DATA

25.1 BEM will maintain certain data that the Client transmits to the Services for the purpose of managing the performance of the Services, as well as data relating to the Client's use of the Services.

25.2 Although BEM perform regular routine backups of data, the Client is solely responsible for all data that they transmit or that relates to any activity they have undertaken using the Services.

25.3 The Client agrees that BEM shall have no liability to them for any loss or corruption of any such data, and the Client hereby waives any right of action against BEM arising from any such loss or corruption of such data.

## 26 MISCELLANEOUS

26.1 BEM may subcontract any of its obligations under the Contract and shall remain responsible to the Client for the performance of any subcontracted obligations.

26.2 These Legal Terms and any policies or operating rules posted by BEM on the Services or in respect to the Services constitute the entire agreement and understanding between BEM and the Client. BEM's failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision.

26.3 These Legal Terms operate to the fullest extent permissible by law. BEM may assign any or all of their rights and obligations to others at any time. BEM shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

26.4 If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed

severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions.

26.5 There is no joint venture, partnership, employment, or agency relationship created between the Client and BEM as a result of these Legal Terms or use of the Services. The Client agrees that these Legal Terms will not be construed against BEM by virtue of having drafted them.

26.6 The Client hereby waives any and all defences they may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## 27 CONTACT US

To resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact BEM at:

**WWG Consulting Ltd trading as BoothNine Event Media**

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**United Kingdom**

**Phone: +44 7506 284 590**

**hello@boothnine.com**