

BEE DIGITAL LIMITED

SUPPLIER TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE TERMS ON WHICH BEE DIGITAL LIMITED (“BEE-IT”) PROVIDES YOU WITH ACCESS TO WWW.BEE-IT.CO.UK (“WEBSITE”) AS A SUPPLIER. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. YOU ACKNOWLEDGE THAT BY CLICKING ON THE BUTTON MARKED “I ACCEPT” OR BY USING THE WEBSITE (WHOLLY OR PARTLY) IN ANY WAY, YOU ACCEPT AND WHERE APPLICABLE, YOU ACCEPT FOR AND ON BEHALF OF THE COMPANY WHOSE NAME IS ON THE ONLINE REGISTRATION FORM (“COMPANY”) THESE TERMS BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE FEATURES AND FUNCTIONALITIES ON THE WEBSITE.

YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

1 INFORMATION ABOUT BEE DIGITAL LIMITED AND THE WEBSITE

- 1.1 The Website is owned and managed by BEE Digital Limited, a company registered in England and Wales with the company registration number 07008163 and having its registered address at Unit 6 Southill, Cornbury Park, Charlbury, Oxfordshire OX7 3EW.
- 1.2 The Website is an online network which provides those in the business of supplying information communication technology-related products and services with directory listing services, the facility to communicate with users and other suppliers, and all other services in the relevant service packages which are more specifically described on the Website (“**Services**”).
- 1.3 bee-it may be contacted by email at info@bee-it.co.uk or by writing to the Customer Support Department using the contact details set out on the Website.

2 PRELIMINARY REQUIREMENTS AND REGISTRATION PROCESS

- 2.1 In order to use the Services and the Website as a Supplier with bee-it, you must first register as a user (“**User**”) using the online registration form available on the Website. By completing the online registration form, you consent to bee-it conducting verification and security procedures in respect of the information provided by you.
- 2.2 bee-it may send you a confirmation email to confirm your registration as a User of the Website. You shall keep your registration details (“**Login Details**”) confidential and secure.
- 2.3 Upon registration as a User of the Website, you shall have access to certain features and functionalities as a User (“**Website Features**”). Please refer to the Website for more information about the Website Features. You shall also be bound by the User Terms and Conditions when you register as a User.
- 2.4 As a User, you may upgrade your subscription with us for the relevant Services by clicking on the “**Become A Supplier Form**” or any other designated hypertext links or icons on the Website.
- 2.5 To complete your registration with bee-it and to use and/or have access to the Services as a Supplier, you shall be required to provide all relevant information requested in the “**Becoming A Supplier Form.**”
- 2.6 If you do not register as a User with bee-it, you shall not be able to register as a Supplier.

3 COMMENCEMENT AND TERMINATION OF YOUR CONTRACT AS A SUPPLIER

- 3.1 Your contract with us shall commence on the date of the confirmation email sent to you by bee-it. Your contract with bee-it will continue for a term of twelve (12) months and shall automatically renew for terms of twelve (12) months until terminated in accordance with clauses 3.2 and 3.3.
- 3.2 Your contract with bee-it shall terminate when you give us seven (7) days prior written notice using the contact details on the Website.
- 3.3 bee-it may suspend or terminate your use of and/or access to the Services and/or Website:
- 3.3.1 by giving you seven (7) days prior written notice of such termination; or
 - 3.3.2 if bee-it is unable to provide you with use of and/or access to the Services, Website and/or the Website Features for any reasons whatsoever; or
 - 3.3.3 if you have not made payment of the fee ("**Fee**") for the relevant Services in accordance with the relevant payment terms; or
 - 3.3.4 if bee-it believes that there has been fraudulent use, misuse or abuse of the Services, Website and/or Website Features (in whole or in part); or
 - 3.3.5 if bee-it believes that you or someone using your Login Details, Profile or the Services has failed to comply with the provision of these Terms, in particular, the provisions of clauses 4.5 and 4.6.
- 3.4 Upon termination of your contract with bee-it in accordance with clauses 3.2, 3.3.1 and 3.3.3, your access to the Services shall cease but you shall continue to have access to the Website and/or Website Features as a User. If termination of your contract is in accordance with clauses 3.3.4 or 3.3.5, bee-it reserves the right to prohibit any access of the Website and/or the Website Features to you.

4 SUPPLIER OBLIGATIONS

- 4.1 You shall provide bee-it with:
- 4.1.1 materials owned by and/or licensed to you including but not limited to information, logos, trademarks, trade names, images, photographs, articles and write-ups ("**Content**") requested by bee-it in the "**Become A Supplier Form**" or when bee-it requires such Content from you; and
 - 4.1.2 all co-operation including additional information relating to the services and/or products provided by you and/or access to your system,
 - 4.1.3 access to prompt decision-making,
- to provide you with the Services.
- 4.2 You shall provide all Content and information provided by you relating to your business and the services and/or products offered by you as a Supplier. You also agree that your business and the services and/or products offered by you are related to information communication technology.
- 4.3 You acknowledge that nothing in these Terms makes it the responsibility of bee-it to vet, review or verify the Content to determine whether any such Content may result in any liability to you, the other Users and/or any third party.
- 4.4 You agree that bee-it reserves the right not to publish, upload or make available any of the Content on the Website if bee-it, in its reasonable determination, considers such Content in breach of the provisions under clauses 4.5 and 4.6.

- 4.5 You shall procure that your use of the Services, the Website and the Website Features, in particular the Content:
- 4.5.1 complies with all applicable law and legislation;
 - 4.5.2 does not infringe any intellectual property rights or other proprietary rights of any third party;
 - 4.5.3 is not and may not be deemed defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
 - 4.5.4 may reasonably be deemed to be offensive, illegal, inappropriate or in any way:
 - (a) promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (b) harass or advocate harassment of another person;
 - (c) display pornographic or sexually explicit material;
 - (d) promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
 - (e) promote any illegal activities;
 - (f) provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses; and
 - (g) promote or contain information that you know or believe to be inaccurate, false or misleading.
- 4.6 You agree that at all times, you shall:
- 4.6.1 not use your Login Details with the intent of impersonating another person or another company and/or corporation;
 - 4.6.2 not allow any other person to use your Login Details or access your Profile without your consent;
 - 4.6.3 not use the information presented on the Services, the Website and/or the Website Features for any purposes other than those expressly set out herein;
 - 4.6.4 not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the Website, the Website Features and the Services or in respect of the network;
 - 4.6.5 not use the Services, the Website, the Website Features and/or the content therein and/or do anything that will infringe any intellectual property right or other rights of any third parties;
 - 4.6.6 not use any information obtained using the Services, the Website, and/or the Website Features otherwise than in accordance with the provisions of these Terms;
 - 4.6.7 not offer services and/or products, through your use of the Services, which contain elements which are or may be deemed to be obscene or pornographic or which contain child pornography;
 - 4.6.8 not submit Content or any other information requested by bee-it from you which contain any viruses, Trojans, worms, time bombs, cancel bots or other programmes

that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

- 4.6.9 comply with all instructions and policies from bee-it in respect of the Services, the Website and/or the Website Features; and
- 4.6.10 co-operate with any reasonable security or other checks or requests for information made by bee-it.
- 4.7 Without affecting any of bee-it's rights and remedies, bee-it reserves the right to take any action that it deems necessary in the event of a breach or threatened breach of this clause 4. This includes without limitation, suspending or terminating your use and/or access to the Services, the Website and/or the Website Features.
- 4.8 You procure that your contract, business transaction, sale and purchase process and/or communication and negotiations for the sale of your products and/or services with your prospective clients which may include other Users, are at all times compliant with all applicable law and legislation including without limitation, all legislation relating to data protection, e-commerce, distance selling and consumer protection as applicable.
- 4.9 You acknowledge and agree that bee-it only provides you with the Services and access to the Website and Website Features. Consequently bee-it is not a participant of or is in any way involved in the communication, negotiations, and/or sale and purchase process and transactions between you and the other Users. bee-it recommends that you seek expert and legal advice prior to entering into any negotiation and/or contractual relationship with any third parties in respect of the provision of your services and/or products.
- 4.10 You acknowledge and agree that whilst bee-it uses its reasonable endeavours to ensure that all its Users comply with all its applicable terms and conditions in their use of the Website and Website Features, bee-it operates an open-forum and therefore cannot guarantee the response, feedback and/or reaction of the Users in respect of your products and/or services. Where appropriate and possible, bee-it shall notify you and give you the opportunity to respond to any such negative feedback and/or reaction by the Users.

5 bee-it's OBLIGATIONS

- 5.1 bee-it shall use its reasonable endeavours to provide you with the Services in accordance with the relevant service package, access to the Website and/or the Website Features if you comply with the provisions set out in these Terms and pay bee-it the relevant Fee (see clause 6 below).
- 5.2 Where the service package for the Services which you purchase from bee-it includes the provision of write-ups, articles and/or reviews of your services and/or products by bee-it, bee-it may but is not obliged to obtain your approval of such write-up, article and/or review before publication on the Website.
- 5.3 Approval of the write-up, article and/or review in accordance with clause 5.2 shall take place:
 - 5.3.1 upon confirmation of your approval;
 - 5.3.2 upon any use in a "live" environment; or
 - 5.3.3 within three (3) days of your receipt of bee-it's request for approval,whichever is the earlier.

6 FEES

- 6.1 In order for bee-it to provide you with the Services, you shall pay bee-it the Fee in accordance with the payment terms for the relevant Services purchased by you. Subject to clause 6.2, all Fees are non-refundable.
- 6.2 All Fees are non-refundable unless termination of the contract between bee-it and you is in accordance with clauses 3.3.1 or 3.3.2.
- 6.3 All Fees shall be exclusive of any VAT, sales tax and any other applicable taxes, which shall be added accordingly.
- 6.4 bee-it shall be entitled to vary the Fees at anytime provided that (a) you are provided with prior written notification of such variation; and (b) you are entitled to terminate you contract with bee-it in accordance with clause 3.2.

7. WARRANTIES AND LIABILITIES

- 7.1 You hereby warrant that (a) you have the right and capacity to enter into and be bound by these Terms; or (b) where you are an employee of the Company, then you have the right and capacity to accept these Terms on behalf of your Company; and (c) you shall comply with all applicable laws regarding your use of the Services and Website and (d); all information provided by you to bee-it are at all time true, accurate and correct.
- 7.2 You understand that bee-it operates an open-forum policy and encourages its Users to communicate freely with each other, subject to these Terms and in particular clauses 4.5 and 4.6. Consequently, bee-it does not warrant or guarantee that you will not receive negative feedback or comments from the other Users or Suppliers regarding your services and/or products. bee-it is however committed to ensuring that the provisions of these Terms are complied with and shall not tolerate any abuse of its open-forum policy.
- 7.3 All information provided on the Website or made available to you through your use of the Services are provided "as is" and some such information may reflect bee-it's views and opinion about a specific product, service or subject matter. bee-it therefore strongly recommends that you do not rely on any such information to assist in making or refraining from making a decision or to assist in deciding on a course or a specific course of action without making further independent enquiry. If you intend to use and/or rely on such information, you agree that you do so at your own risk and liability.
- 7.4 You further acknowledge and agree that bee-it relies on third party service providers to provide you with access to the Website and the Services. bee-it therefore does not warrant or guarantee a fault-free Service and access to the Website.
- 7.5 All warranties, representations, guarantees, conditions and terms other than those expressly set out in these Terms, whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
- 7.6 Subject to clause 7.7, bee-it's (including its respective agents and sub-contractors) maximum aggregate liability under, arising from or in connection with these Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the Fee paid by you for the twelve (12) months preceding the claim.
- 7.7 Nothing in these Terms shall limit or exclude bee-it's liability in respect of (a) death and personal injury caused by bee-it's negligence; or (b) fraud or fraudulent misrepresentation.
- 7.8 In no event shall bee-it (including its respective agents and sub-contractors) be liable for:
- 7.8.1 any loss of profit, loss of data, loss of expectation, loss of anticipated savings, loss of business, loss of business interruption, loss of use, loss of contracts, loss of goodwill and reputation (whether direct or indirect), waste of management time; and

7.8.2 any indirect or consequential losses of any nature whatsoever; and

7.8.3 any losses, claims demands and damages (whether direct, indirect or consequential) of any kind and nature, known and unknown, arising out of or in connection with disputes between you and other Users and Suppliers,

whether or not caused by or resulting from bee-it's negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if you are advised of the possibility of such loss.

7.9 In the event you have a dispute with one or more of the other Users of the Website, you hereby release bee-it from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such disputes.

8. INTELLECTUAL PROPERTY RIGHTS

1.

8.1 bee-it and its licensors own all rights in the intellectual property rights relating to the Services and the Website, including without limitation any write-ups, reviews and articles written for you by bee-it as part of the Services.

8.2 You are expressly prohibited from:

8.2.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Services, the Website and/or Website Features including without limitation, any images, submissions in the form of articles and write-ups made available on the Website; and

8.2.2 removing, modifying, altering or using any registered or unregistered marks/logos/design owned by bee-it and/or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of bee-it or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to bee-it.

8.3 You warrant that you own or have the right or licence to use the intellectual property rights in the Content and all information provided by you to bee-it.

2. 8.4 You hereby grant bee-it a perpetual, sub-licensable, worldwide, fully paid-up licence to publish, make available on the Website, modify, edit and amend the Content and all other information submitted by you in respect of your use of the Services, the Website and the Website Features.

3.

4. 8.5 Nothing in these Terms shall prevent bee-it from using any know-how, methods, techniques or procedures owned or developed by bee-it in the course of performing its obligations under these Terms.

5.

6. 8.6 bee-it shall have no liability for, and you shall indemnify bee-it against any claim that the Content infringes intellectual property rights, where the cause of the infringement is:

7.

8. 8.6.1 any materials or instructions provided to bee-it by you or on your behalf; or

9.

10. 8.6.2 modification, enhancement or alteration of the Content by you or on your behalf; or

11.

12. 8.6.3 due to the use of the Content in breach of the provisions of this Agreement.

9 GENERAL

9.1 If bee-it fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these

Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.

- 9.2 A waiver by bee-it of any default shall no constitute a waiver of any subsequent default.
- 9.3 No waiver by bee-it of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 9.4 All notification and communication to bee-it should be sent to the contact details made available to you on the Website.
- 9.5 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 9.6 These Terms represent the entire agreement between you and bee-it in respect of your use of the Website and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 9.7 You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between us except as expressly set out in these Terms.
- 9.8 The law of England and Wales shall govern these Terms and bee-it hereby submit to the exclusive jurisdiction of English courts.
- 9.9 bee-it reserves the right to modify these Terms at any time. Any changes we may make to this Terms of Use document in the future will be notified and made available to you using the Website.

10. CONTACT DETAILS

Please direct any queries about these Terms to:

BEE Digital Limited
26 - 28 Hammersmith Grove
London
W6 7BA

info@bee-it.co.uk