

BOOTH MOTION

TERM OF USE AND SALE

SECTION A: INTRODUCTION AND PRELIMINARY TERMS

- 1 Welcome
- 1.1 Welcome to the Booth Motion website located at www.boothmotion.com (**Site**), which is owned and operated by Booth Motion Limited (**we, our or us**, as applicable). On this Site, we sell customisable digital products for mirror photo booths (**Products**). For further information about us and our contact details, please see the contact information at the end of this page.
- 1.2 These Terms of Use and Sale (**Terms**) govern your use of the Site and the sale of credits (**Credits**) and Products that you purchase with them.
- 1.3 **The use of this Site is restricted to business customers only. You may not use this Site if you are a consumer. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your trade, business craft or profession. If you are purchasing any Credits or Products on behalf of a corporate entity for whom you work, references to “you” and “your” in these Terms shall be deemed to include that corporate entity.**
- 1.4 These Terms are organised into two sections. Those in Section B apply specifically to transactions for the purchase of Products and Credits. Those in this Section A and in Section C apply to all Site users, whether for transactions or to those just visiting.
- 1.5 Please read these Terms carefully before you start to use the Site, as these will apply to your use of the Site and the Credits and Products that you purchase using the Site. We recommend that you print or save a copy of these Terms for future reference.
- 1.6 By using our Site and/or purchasing Credits or Products, you confirm that you accept these Terms and that you agree to comply with them.
- 1.7 Every time you wish to order Products from this Site and/or purchase Credits on the Site, please check these Terms to ensure you understand the Terms which will apply at that time. These Terms were most recently updated on the date of posting that appears at the end of these Terms.
- 1.8 We take your privacy seriously. If you would like to find out more about how we process personal information that we collect about you through the Site, please see our [Privacy Policy](#) and for information on how we use cookies in connection with the Site, please see our [Cookie Policy](#).
- 1.9 We may revise these Terms from time to time for any reason, including to reflect changes in relevant laws and regulatory requirements. For further information regarding when and how changes we make may take effect, please see paragraph 20 of these Terms.
- 1.10 If you have any queries or concerns regarding these Terms, please contact us using the contact details detailed at the end of these Terms.

- 2 Accessing and using the Site
 - 2.1 If you wish to purchase Credits or Products on the Site, you must be 18 years old or older and a business customer acting in wholly or mainly in connection with your trade, business craft or profession. You will also need to sign up and create an account.
 - 2.2 We try to make the Site available at all times, but, of course, due to the inherent nature of online and internet based services, we cannot guarantee this.
- 3 Account registration and information you provide to us
 - 3.1 You can sign up and create your account on the [Sign Up](#) page.
 - 3.2 You must make sure that all the information you provide when you register with the Site is true, accurate, current and complete. You must ensure that any information or material you provide to us on the Site:
 - 3.2.1 does not contain unlawful content or content that infringes another person's rights nor contains any viruses or other harmful programming routines; nor
 - 3.2.2 will cause either you or us to breach applicable laws including data protection laws.
 - 3.3 If you change any of your registration details (e.g. email address, business address, etc.), you must update your account.
 - 3.4 To help us maintain the security of the Site, you must keep your registration details confidential. If you become aware of any misuse or unauthorised use of your registration details, then you must inform us immediately by sending us an email at hello@boothmotion.com
 - 3.5 If you have breached, or we have justifiable reason to believe that you have breached, or will breach, these Terms, we may terminate or suspend your registration and/or access to the Site. If we suspend or terminate your access under account, and you try to access the Site via another account, we may suspend or terminate your access to that other account too.
 - 3.6 You can close your account at any time as long as you do not have any outstanding orders. Please see paragraph 7.9 regarding the effect of closing your account on any unexpired Credits.
 - 3.7 We reserve the right to delete your account and any personal data, or other information associated with your use of the Site if there is no activity on your account for more than 36 consecutive months.

SECTION B: SALE OF CREDITS AND PRODUCTS

4 Availability of Products and Samples

- 4.1 We make the Products available as downloads for purchase via the Site. Please see paragraph 6.1 below for step-by-step instructions on how to place an order with us.
- 4.2 Before making a purchase, we permit you to customise and download a sample version of a Product without charge (**Samples**) for testing purposes only.
- 4.3 Please refer to the Product pages for details about the formats in which we make our Products available and the operating environment necessary for your use and enjoyment of our Products. Please note that we may modify the formats in which we make our Products available and our description of them from time to time, so you should always check these before making any purchase, and retain a copy for your records.
- 4.4 We may make changes to or discontinue any Products available on this Site at any time and without notice.
- 4.5 You confirm that you have authority to bind any business on whose behalf you use the Site to purchase Products.
- 4.6 Products you have purchased will remain available for you to download for a minimum period of one year from the date you place your order. We reserve the right to remove your purchased Products from the downloads section of your account at any time after the expiry of that period, in which case the Products will no longer be available for you to download.

5 Placing an order

5.1 To place an order on the Site you must:

- 5.1.1 create an account on the Site and sign into that account, providing your full name, business name and address, email address and other requested information; and
- 5.1.2 ensure your account has a sufficient number of Credits available for the intended purchases in your order.

- 5.2 Some of our products permit a 'Photo upload' or 'Logo upload' feature in order for the product to function properly. The copyright of any uploaded content remains with the original copyright holder and by using these features you confirm that you either own the copyright or have permission from the copyright holder to use any content you upload for the purposes of Photo Booth animation creation. We will NOT be held responsible for ANY breach of copyright in images you upload to our system. You agree that any costs incurred by us in the claim of a copyright infringement due to images you have uploaded will be payable in full by you.

6 Making a Contract of sale between you and us

- 6.1 Your order is an offer to buy from us. When you are placing an order, the following steps have to take place before a contract for the sale of Credits of Products (**Contract**) is made between us in relation to your order:

- 6.1.1 after choosing the number of Credits or the Products (as applicable) that you wish to purchase and signing into your account, you place your order by pressing the 'Pay' button at the end of the check-out process. Before placing your order, the

check-out process will give you the opportunity to review and, if necessary, to change your order. You will also be asked to click to confirm that you accept our Terms;

- 6.1.2 you will see an on-screen acknowledgement that your order has been placed;
- 6.1.3 we accept your order and a Contract for the sale of the Credits or Products is made between us at the time we make them available within your account. Accordingly, nothing that we say or do will amount to any acceptance of your offer until we actually make your purchases available to you in your account, at which point a Contract will be made between you and us unless, prior to making those purchases available, we have notified you that we do not accept your order. We keep a record of the orders that you place with us in the 'My Account' area, which you can view by logging-in to your account.

7 Prices and payment

- 7.1 The prices for Credits are set out on the relevant pages of the Site and are inclusive of any applicable VAT unless stated otherwise.
- 7.2 All payments are non-refundable (whether in whole or in part). Credits will be valid for use for 24 months from the date of purchase after which they will expire and cannot be reinstated.
- 7.3 We accept payment for Products via the Site in Credits, by Debit or Credit card, or by Paypal. The number of Credits that are required to purchase each Product is quoted on the Site.
- 7.4 You will find the total number Credits required to place your order for Products presented to you on the page that shows the Products that you have selected to buy as part of the check-out process.
- 7.5 If we are unable to provide a Product for download, we will let you know. If we have already deducted the Credits from your account, we will reimburse you in the form of Credits for those Credits you have used to purchase the Products we are unable to supply.
- 7.6 The payment methods for purchases of Credits will be set out on the Site. When placing an order for Credits, you confirm that you have authority to use the payment method to pay for those Credits.
- 7.7 We take payment from you once we have processed your payment details. If we are unable to apply the Credits purchased to your account, we will let you know.
- 7.8 You acknowledge and agree that:
 - 7.8.1 Credits are non-transferable, cannot be offered for re-sale and have no cash value;
 - 7.8.2 if you close your account you will lose any and all Credits in your account;
 - 7.8.3 we may (at our sole discretion) make changes to the price of Products on the Site which may alter the value and purchasing power of the Credits in your account; and
 - 7.8.4 we reserve the right to offer Products on the Site from time-to-time which you cannot use Credits to purchase.

- 8 Defective and replacement Products
 - 8.1 If you receive a corrupted copy, incorrect file format version or incomplete copy of your Product, please contact us. You will need to quote your order number and the details of the Products ordered with which you are experiencing issues, so please have these to hand.
- 9 Use and limitation of use of Products
 - 9.1 You may only use the Products in connection with mirror photo booths that you use or supply at events.
 - 9.2 You may not and may not permit others to do any of the following in relation to any Product:
 - 9.2.1 sell, resell, rent, distribute, translate, modify, adapt, reverse engineer, decompile or disassemble, or create any derivative works of, or create extracts from, the Product; or
 - 9.2.2 remove or in any way amend or tamper with any copyright or trade mark notice or other identifier contained in the Product.
 - 9.3 Please be aware that if you use any of the Products in a way other than is specifically permitted under these Terms, you may be infringing copyright or other rights and therefore may be exposed to civil and/or criminal legal action.
- 10 Our liability
 - 10.1 Nothing in these Terms limits or excludes our liability in connection with any Contract for:
 - 10.1.1 death or personal injury caused by our negligence; or
 - 10.1.2 fraud or fraudulent misrepresentation.
 - 10.2 Subject to paragraph 10.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Contract for:
 - 10.2.1 any loss of profits, sales, business or revenue, whether direct or indirect;
 - 10.2.2 loss or corruption of data, information or software;
 - 10.2.3 loss of business opportunity;
 - 10.2.4 loss of anticipated savings;
 - 10.2.5 loss of goodwill; or
 - 10.2.6 any indirect, consequential loss, special or exemplary damages.
 - 10.3 Subject to paragraph 10.1 and paragraph 10.2, our total liability to you in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100.
 - 10.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is

excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

- 10.5 Our liability to you under these Terms (other than in connection with a Contract) is set out in paragraph 11.

SECTION C: GENERAL PROVISIONS

11 Promises, liability and disclaimer

- 11.1 The Site is provided on an "as is" and "as available" basis. To the fullest extent permissible under applicable law, we disclaim any and all promises, warranties, conditions, or representations relating to Products, the Site and its content, whether express, implied, oral or written. In particular:
- 11.1.1 we do not make any promises as to the truth, accuracy, integrity, quality or completeness of the Products, content or information that appears on the Site and you should not rely on it being accurate, truthful or complete; and
 - 11.1.2 by using the Site you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of the Site, and the risks inherent in all third party links, connections and transfers via the internet.
- 11.2 By using the Site you acknowledge and accept the inherent risks, characteristics and limitations of the Internet, particularly in terms of technical performance of the Site, response times to view, verify or transfer information; and the risks inherent in all third party links, connections and transfers via the Internet. Accordingly we do not make any promises about the availability or accessibility of the Site or promise that your access to the Site and the content and Products on it will be delivered uninterrupted, in a timely manner or error-free.
- 11.3 We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Site, the Products or the servers that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content and/or Products downloaded or otherwise obtained through the use of the Site is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content and/or Products.
- 11.4 We will not be responsible or liable to any visitors browsing the pages of this Site for:
- 11.4.1 any form of indirect, consequential or special loss; or
 - 11.4.2 any financial loss or loss of data, opportunity, goodwill or reputation, in each case whether such loss is direct or indirect.
- 11.5 There are certain liabilities which we cannot exclude by law and nothing in these Terms or any Contract made under them excludes or limits our liability for the following:
- 11.5.1 for death or personal injury caused by our negligence;
 - 11.5.2 fraud or fraudulent misrepresentation; or
 - 11.5.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

- 11.6 If we are found to be liable, our total liability in respect of all claims made against us in connection with these Terms (other than those mentioned in paragraph 11.5) is as follows:
- 11.6.1 to the extent that such claims relate to any Contract between us our maximum liability shall be limited to the amount you have paid for the Credits relating to that Contract; and
 - 11.6.2 in relation to any claims not mentioned above in this paragraph 11.6, our liability shall be limited to £100 in aggregate.

12 Your obligation to indemnify us

- 12.1 You agree only to use the Site in accordance with these Terms. You agree that you will indemnify and keep indemnified us and our employees, officers, agents and suppliers in full and hold us and them harmless for any damages, losses, costs, fines, penalties, awards and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including any actions you take which disrupt access to and/or the functioning of the Site and infringement of our intellectual property rights in the Products) or any liability we incur as a result of the use of the Site by you and any other person that uses your account as a result of your negligence.

13 Our content

- 13.1 All of the content and Products (and all copyright, trade mark and other intellectual property rights in such content and Products) on the Site are owned by and shall at all times remain vested in us or our licensors and are protected by UK and international copyright and other intellectual property laws.
- 13.2 All references in these Terms to 'content' includes any information or other material found on or via the Site, including without limitation, Samples, the text, databases, graphics, videos, software and all other features found on or via the Site.
- 13.3 You may view the Site's pages and content online and may print a copy of these Terms and store such Terms in electronic form on your computer for your business records, provided you keep intact all and any copyright and proprietary notices. You may also use Samples in accordance with paragraph 4.2 of these Terms. You may not otherwise reproduce, modify, copy or distribute or use any of the content on the Site, including any Products that you purchase from us, other than as expressly permitted under these Terms without our prior written consent.
- 13.4 You are not in any circumstances permitted to:
- 13.4.1 make any commercial use of any content on this Site other than Products and Samples;
 - 13.4.2 duplicate, copy or re-sell any all or part of the Site in contravention of the provisions of our Terms;
 - 13.4.3 adapt, vary, edit, modify, translate or transpose, in part or in whole, any of the content on the Site;
 - 13.4.4 scrape, harvest, mine, retrieve, meter or otherwise gather by electronic means any data or other content from the Site whether through the use of bots, crawlers, robots, spiders, automatic devices, programs or otherwise;

- 13.4.5 use the content to compile a database of, or re-create the whole or substantial part of the content by making repeated and systematic copies of insubstantial parts of, any of the content;
 - 13.4.6 alter, modify or circumvent or attempt to circumvent, any copy protection and/or digital rights management measures within the Site or its content, including any watermarks;
 - 13.4.7 interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; or
 - 13.4.8 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to or are contained within the content.
- 13.5 The trade marks appearing on the Site are owned by us or our licensors. No permission is given in respect of the use of any of these marks or brands, and any such use may constitute an infringement of the holder's rights.
- 14 General prohibitions on access and use of this Site
- 14.1 You may use the Site only for lawful purposes. You may not use the Site:
- 14.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 14.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 14.1.3 for the purpose of harming or attempting to harm minors in any way; or
 - 14.1.4 to knowingly transmit, send or upload any data or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 15 Third party software
- 15.1 You acknowledge that you may need to obtain and/or activate certain software in order to use certain content provided on the Site and to use the Products that we make available for purchase on the Site.
- 15.2 In order to use such third party software or technology, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third party software.
- 16 Links
- 16.1 You acknowledge that the Site may include links to third party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.
- 16.2 We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them.

- 16.3 If you decide to access any of these third party websites, you do so entirely at your own risk.
- 16.4 If you use a linked site, any personal information you give them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.
- 16.5 You may link to pages on the Site, provided that:
- 16.5.1 the Site is not loaded into frames on your website, unless we otherwise expressly agree; and
 - 16.5.2 your website or service does not misrepresent its relationship with us or present false information about us.
- 16.6 We reserve the right to withdraw linking permission at any time without prior notice.
- 17 General complaints, feedback and requests for further information
- If you have complaints, please contact us via email or by post using the contact details at the bottom of these Terms.
- 18 Written communications
- 18.1 When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 19 General
- 19.1 If a court finds part of these Terms or any Contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.2 Entire agreement. Each Contract constitutes the entire agreement between you and us in relation to that Contract and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the subject matter of the relevant Contract. No terms and conditions (other than these Terms) endorsed upon or delivered with an order form, purchase order, confirmation of order or other document or contained in any document (whether or not any such document is referred to in the Contract) or any terms that you seek to impose or incorporate will form part of any Contract between you and us.
- 19.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control, our inability or delay in performing our obligations will not be deemed to be in breach of our Contract. Examples of events and circumstances include fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, loss of internet connection, default of subcontractors, server failure, civil commotion, acts of terrorism or war.

- 19.4 No reliance. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 19.5 No partnership. Neither these Terms nor any Contract constitutes, establishes or implies any partnership, joint venture, agency, employment or fiduciary relationship between you and us
- 19.6 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.
- 19.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to a Contract made under them.
- 19.8 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.
- 19.9 We may transfer this Agreement to someone else. We may assign, novate or otherwise transfer our rights and obligations under these Terms and/or a Contract to another organisation. We will contact you to let you know if we plan to do this.
- 19.10 You need our consent to transfer your rights to someone else. You may only assign, novate or otherwise transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 19.11 Language. Any contract between us will be concluded in English.
- 19.12 Electronic Commerce (EC Directive) Regulations 2002 (ECRs). We and you agree that, as you are not a consumer, we are not required to comply with the requirements set out in regulations 9 or 11 of the ECRs.
- 19.13 Governing law and jurisdiction. These Terms and all Contracts and other agreements made under them (and any dispute or claim arising out of or in connection with them or their subject matter or formation) shall be governed by and construed in accordance with English law and you and we hereby submit to the exclusive jurisdiction of the English courts. Nothing in these Terms will prevent us from applying to the court of any jurisdiction for any injunctive or interim relief or such other provisional or protective measures as are available under the laws of that jurisdiction.

20 Changes to these Terms

We may make changes to these Terms from time to time for any reason, including to reflect changes in relevant laws and regulatory requirements. We will send you an email with the modified Terms or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes. The modified Terms will not apply to any Contracts that we have already entered into with you before the date the modified Terms came into effect.

21 Contact us and our company information

This Site is provided by Booth Motion Limited.

Registered company number: 11682028

Registered address: Ground Floor, Unit 501 Centennial Park, Centennial Avenue, Elstree, Borehamwood, Herts WD6 4FG

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Postal address: Ground Floor, Unit 501 Centennial Park, Centennial Avenue, Elstree, Borehamwood, Herts WD6 4FG

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