

1. Definitions / Interpretations

- 1.1 Appago Apps means Appago Apps Limited and Appago Apps Ltd TA MyLo Ely. MyLo Ely is a trading name or style of Appago Apps Ltd whose registered office is International House, 64 Nile Street, London, N1 7SR company registration number 10527689 together with any subcontractors Appago Apps Ltd TA MyLo Ely may employ.
- 1.2 Customer means the individual or organisation detailed in section 1 of this agreement.
- 1.3 Business hours means 09:00 AM – 5:00 PM Monday – Friday excluding English public holidays.
- 1.4 Service and services means all app development, app advertising, app hosting, app publication, app communication, app management and support, graphic design and digital, audio, visual, social media, email, physical marketing and other services provided to the customer by Appago Apps Ltd ta MyLo Ely under this Agreement and on any other appropriate service provisions related to this agreement.
- 1.5 Appropriate Service Provision Agreement means any and all documentation, schedules and rates relating to specific services provisioned for the client by Appago Apps Ltd ta MyLo Ely

2. Commencement & Provision of Services

- 2.1 On the initiation of an agreement to provide a service to the Customer, Appago Apps Ltd ta MyLo Ely shall inform the customer of the expected commencement date for the service and shall make all reasonable endeavours to supply the service by this date.
- 2.2 Appago Apps Ltd ta MyLo Ely may vary the features and functions of the service from time to time for operational or service enhancement reasons. Appago Apps Ltd ta MyLo Ely will endeavour to notify the Customer of any such alterations.
- 2.3 In the event of a fault effecting the service Appago Apps Ltd ta MyLo Ely will respond within eight business hours of the Customer reporting the fault to Appago Apps Ltd ta MyLo Ely.
- 2.4 In the event that Appago Apps Ltd ta MyLo Ely wishes to install equipment to provision services the Customer will at their own expense if necessary, ensure sufficient cabling and internet services are available as it is highly likely our services will require an active cabled or wireless internet connection to operate. Appago Apps Ltd ta MyLo Ely takes no responsibility for services not being operational due to the Customers internal internet infrastructure capabilities or faults. If equipment is installed to the Customer premises by Appago Apps Ltd ta MyLo Ely it will remain the property of Appago Apps Ltd ta MyLo Ely unless specifically stated.

3. Client Review – Appago Apps Ltd ta MyLo Ely will provide the Customer with an opportunity to review the appearance and content of the App or feature/s specific to the Customers business during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Appago Apps Ltd ta MyLo Ely otherwise within seven days of the date the materials are made available to the Customer.

4. Copyright and Ownership Appago Apps Ltd ta MyLo Ely claim no intellectual property rights over the material the Customer provides or is obtained with acceptance of the Customer via this agreement from the Customers website, social medias or any other digital platform hosting the Customers logos, professional photos, branding or any kind of digital media. Appago Apps Ltd ta MyLo Ely do not pre-screen content provided by Appago Apps Ltd ta MyLo Ely reserve the right but (not the obligation) in their sole discretion to refuse to use or remove any content that is provided.

- 4.1 The Customer retains the copyright to data files, graphic logos provided by the Customer and grants Appago Apps Ltd ta MyLo Ely the rights to publish and use such material in the following locations, app, website, social media channels, digital media channels, including email, physical media channels and in the form of video and audio content. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party.
- 4.2 The Customer is further responsible for granting Appago Apps Ltd ta MyLo Ely permission and rights for use of the same material and agrees to indemnify and hold harmless Appago Apps Ltd ta MyLo Ely from any and all claims resulting from the Customers negligence or inability to obtain proper copyright permissions. This Agreement shall be regarded as a guarantee by the Customer to Appago Apps Ltd ta MyLo Ely that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

5. Security and access to Services

- 5.1 In order to access Services and information relating to it, the Customer may be provided by Appago Apps Ltd ta MyLo Ely with access to a secure Website, App or Portal with passwords. Some App features and functions specific to the Customer may be operational via the use of specific passwords that are pre-set and authorised with the Customer.
- 5.2 The Customer is responsible for ensuring that any such passwords are kept confidential and not disclosed to any third party.
- 5.3 The customer must inform Appago Apps Ltd ta MyLo Ely immediately should it have reason to suspect that the security of any password in relation to the Services has become compromised and Appago Apps Ltd ta MyLo Ely will revoke and where necessary replace this password as soon as practical.
- 5.4 Appago Apps Ltd ta MyLo Ely may change any password allocated to the Customer, or revoke access to the website, app or portal, if it suspects that there has been or is likely to be a breach of security or misuse of the Services, and shall notify the Customer accordingly.

6. Suspension

- The Customer must not use or permit anyone else to use the Services for any fraudulent, illegal or immoral purpose or for any purpose that is offensive, abusive, indecent, defamatory, menacing or obscene.
- 6.1 Should Appago Apps Ltd ta MyLo Ely suspend the Services for reasons of misuse under the terms of this Clause 4 it may refuse to restore Service to the Customer until it has received acceptable assurances from the Customer that there will be no further misuse.

7. Charges and Payment.

- 7.1 The customer shall be billed annually or monthly in advance for any recurring charges applicable to the Services.
- 7.2 The Customer will be billed monthly in arrears in relation to any usage of specific services.
- 7.3 The Customer shall be billed monthly or annually in advance on the account of charges relating to usage of the Services where Appago Apps Ltd ta MyLo Ely determines that the usage and provision of the Services requires prepayment. Such prepayment will be reconciled monthly against actual usage and all payments will be credited to and adjusted on the Customer's account.
- 7.4 Any one-off charges such as Design or Set Up fee shall be charged to the Customer immediately following completion or may be requested in advance.
- 7.5 The Customer is responsible for all charges for usage of the Services supplied to it under this Agreement, whether used by employees of the Customer or any other person with or without the Customer's permission.
- 7.6 Usage charges shall be calculated in accordance with Appago Apps Ltd's published rates for the Services covered by this Agreement, unless otherwise expressly stated or on the appropriate Service Provision Agreement relating to this Agreement.
- 7.7 Appago Apps Ltd MyLo Ely reserves the right to alter its pricing for the Services from to time, and shall notify the Customer of such alterations which will, unless otherwise notified, be effective immediately on notification of the Customer.
- 7.8 Unless otherwise stated, any amounts due to Appago Apps Ltd ta MyLo Ely under this Agreement exclude VAT or similar taxation which is not current charged by Appago Apps Ltd ta MyLo Ely if Appago Apps Ltd ta MyLo Ely become VAT registered VAT at the appropriate rate will be added.
- 7.9 The customer agrees to pay all charges within the payment terms without deductions.
- 7.10 Should the customer fail to pay the due charges on time Appago Apps Ltd ta MyLo Ely has the right to charge interest at the rate of 2.5% per day until cleared funds have been received.

- 7.11 Should payment not be received on time Appago Apps Ltd ta MyLo Ely has the right to terminate the services supplied.
- 7.12 If the services are terminated because payment has not been received Appago Apps Ltd ta MyLo Ely reserve the right to charge for reconnection at current tariff rate.
- 7.13 Payment can be received by cheque or by electronic Transfer including card payment or direct debit.
- 7.14 Appago Apps Ltd ta MyLo Ely may limit the amount of credit extended to the customer, and may request a deposit against future supplies of the service.
- 7.15 Appago Apps Ltd ta MyLo Ely reserves the right to amend payment terms, tariffs, payment methods, and payment terms and the customer agrees to comply with such requests or authorisation required to ensure the implementation of any such request.

8. Term, amendment, and termination

- 8.1 This Agreement, other than the charges payable under it, may only be modified in writing by a document that refers to this clause 8 and signed by both parties.
- 8.2 The term of this agreement shall be determined by the terms of the individual Services provisioned under this agreement. Any particular service that has a minimum term or volume associated with it must be purchased by the customer until the commitment term dated or commitment level for volume reached.
- 8.3 The standard contractual length for services provided under this agreement is 12 months unless specifically stated otherwise on this agreement. The services provided will recur for a further 12 month term on each anniversary of the dated agreement with payment taken automatically no less than 5 days after the renewal invoice is issued unless the specified amount of written notice stated in clause 8.4 is provided.
- 8.3 Prior to the initial term ending the Customer may terminate this agreement by giving no less than 30 days written notice to Appago Apps Limited trading as MyLo Ely that they wish to terminate the Agreement at the earliest opportunity.
- 8.4 Appago Apps Limited trading as MyLo Ely may terminate this agreement by giving no less than 30 days written to the Customer.
- 8.5 Either party may terminate this Agreement with immediate effect on written notice to the other if the other is subject to bankruptcy proceedings.
- 8.6 Either party may terminate this Agreement with immediate effect on written notice to the other if the other commits a material breach of this Agreement.
- 8.7 Appago Apps Limited Trading as MyLo Ely may terminate this agreement with immediate effect on written notice to the other to comply with an order from a competent regulatory authority.
- 8.8 On termination, charges for services provided will become immediately due this may include charges for periods not yet passed.

9. Transfer of Agreement

Appago Apps Limited Trading as MyLo Ely reserves the right to transfer this Agreement and all the terms and provisions herein to a third party service provider, thereby terminating the direct relationship between Appago Apps Limited Trading as MyLo Ely and the Customer. Appago Apps Limited will provide no less than 7 days notice of such a transfer and will make all reasonable efforts to ensure that the service provided is not effected.

9.1 The customer may not assign or otherwise transfer the rights or obligations under this agreement.

10. Indemnity

The customer indemnifies Appago Apps Limited Trading as MyLo Ely against any claims or legal proceedings arising from the use of the Services that are brought or threatened against Appago Apps Limited Trading as MyLo Ely.

11. Confidentiality

11.1 Both parties undertake to keep in confidence any information obtained under this agreement whether written or oral, including but not limited to, the prices payable by the Customer for the Services, and will not disclose such confidential information to any other person or organisation without prior written agreement of the other party, other where required to do so by law.

12. Limitation of Liability

12.1 Appago Apps Limited Trading as MyLo Ely will only be liable to the Customer for claims made by it in writing within three months of the date on which it becomes aware or ought reasonably to have become aware of the grounds of such a claim. 12.2 Appago Apps Limited's aggregate liability to the Customer in connection with this Service Agreement whether in contract, tort (including negligence) or otherwise shall be limited to £500 in respect of any single occurrence or series of occurrences whether successive or concurrent in any 12 month period. 12.3 Appago Apps Limited's aggregate liability to the Customer in connection with this Service Agreement whether in contract, tort (including, without limitations, negligence) pre contract or other representations or otherwise for direct or indirect economic loss, loss of profits, revenues, business, contracts, anticipated savings, goodwill or reputation, or wasted expenditure or for any indirect or consequential loss, corruption or destruction of data whether or not Appago Apps Limited was advised or aware of the possibility of such damages, loss or expenditure. 12.4 Appago Apps Limited shall not be liable for failure to perform or delaying performing any obligation under this Agreement if the failure or delay is caused by any circumstance beyond its reasonable control, any act or omission of carriers or suppliers, or regulatory intervention.

13. Matters beyond either party's reasonable control

13.1 Neither party is liable for any breach of this Agreement (other than to make payments due under it) to the extent that the breach was caused by a matter beyond its reasonable control including insurrection or civil disorder, war or military operation, national or local emergency, acts or omissions of government, highway or other competent authority, Appago Apps Limited's compliance with any statutory obligation or any obligation under a statute, industrial disputes of any kind, fire, lightening, explosion, flood, subsidence, weather of exceptional severity or acts or omissions of persons for whom it is not responsible.

14. Notices

14.1 Any notice given under this agreement must be in writing and shall be via e-mail or regular mail to the details under section 1 and 2 of this Agreement or such address notified to each other from time to time. Any notice shall be deemed to be served if sent by e-mail, provided that no 'non delivery reply' was received by Appago Apps Ltd Trading as MyLo Ely and within 2 days if posted by first class mail.

15. Waiver

15.1 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute the waiver of the right or remedy of any other rights or remedies

1. Entire Agreement

16.1 This Agreement, as amended from time to time, together with any document expressly referred to in of its terms, contains the entire agreement between the parties in such matters.

2. General

17.1 Nothing in this agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as agent for the other party for any purpose.

17.2 English law shall govern the terms and conditions of this Agreement and the Customer and Appago Apps Limited Trading as MyLo Ely hereby irrevocably submit.