



We are Bounce IT Around Ltd, trading as "ioomi". ioomiShow is one of our services. Our registered office is at Unit A, Moorhouse Courtyard, Warwick on Eden, Carlisle, CA4 8PA.

These Terms and Conditions apply to any Client that registers an event with us for us to provide our web-management Services in respect of such event.

1 DEFINITIONS

1.1 In these Terms and Conditions:-

"Account" means your account with ioomi;

Bounce IT Around Limited is referred to as "we", "us", "our" or "ioomi";

The person contracting to use our Services under these Terms and Conditions is referred to as the "Client", "you" or "your";

"Merchant-Portal and Management System" means the ioomi Merchant-Portal and Management System, hosted on ioomi's server and made available to the Client;

A "Customer" means a customer of the Client who makes a purchase or enters an exhibit with the Client using our Service;

"Services" means the Merchant-Portal, account set-up and support services provided by ioomi to the Client in accordance with the Service purchased by you and on these Terms and Conditions including, but not limited to:-

- Making the Management System and Merchant Portal available to you to enable Customers to enter Exhibitors, book Trade Stands and purchase merchandise with you using the internet;

- Providing initial set-up, training and assistance to you to enable you to create an event and to become familiar with the way the Merchant-Portal and Management System works;

- Providing you with access to your own secure Account pages to permit you to obtain and edit information about the status of an event;

- Providing you with ongoing training and support in respect of the Merchant-Portal and Management System and your Account;

"Service" means the level of service package for our provision of the Services purchased by you, detailed in full in the Fees and Services page on our Website;

"Contract Documentation" is either a Proposal or Offer of Service;

"Event" means any Event owned or managed by you which has been registered by you with ioomi;

"Year" means any calendar year running from the date you register your first Event with ioomi to the day before the anniversary of that date;

"Website" means our website at www.ioomi.co.uk;

Words in the singular shall include the plural and vice versa;

1.2 A "person" includes a natural person and any corporate or unincorporated body (whether or not having separate legal personality);

1.3 For the avoidance of doubt, where any event is divided into a number of individual events, each individual event shall be deemed to be a separate "Event" and must be registered with ioomi prior to use.



2 FEES

- 2.1 We will charge you a one-time Set-Up Fee as outlined in the Fees and Services page on our Website upon the registration of your first Event (the "Set-Up Fee"). The Set-Up Fee is payable in advance and is intended to cover our costs in providing our initial set-up Services to enable you to register Events and to become familiar with the way the Merchant-Portal and Management System works, and for any relevant credit checks that we may require to carry out in respect of the Client.
- 2.2 We will charge you an Annual Licence Fee (the "Annual Licence Fee") for our Services on a sliding scale based on the published number of visitors in any Year and on the Service you choose to buy from us. Fees and charges for the Annual Licence Fee are set out in the pricing page of our Website. Fees and charges for customisation work and extra services are set out in the Fees and Services page of our website.
- 2.3 All our fees and charges are exclusive of Value Added Tax which shall, where applicable, be payable in addition to us by you at the standard current rate from time to time.
- 2.4 The Annual Licence Fee is payable in advance, alternatively we offer a payment plan where the Annual Licence Fee may be paid in monthly payments. If there is default in making any payment, at our option, the full balance owing on the account, together with accrued agreed interest, shall immediately become due and payable and continue to accrue interest until paid off in full.
- 2.5 We offer a 30-day money back guarantee on the Annual Licence Fee, valid from the date on the invoice. The Set-Up Fee is not refundable.
- 2.6 From the date you return your signed contract and payment you will receive 3 weeks time free of charge to set-up your Account.
- 2.7 We reserve the right to change any of our fees and charges at any time upon giving you notice in writing (such notice may be by e-mail). If you have already paid any applicable fees or charges in advance, such changes shall not apply to our agreement with you until the expiry of the applicable period of Services that you have paid for in advance.
- 2.8 We will provide you with a specified amount of technical support as outlined in the Fees and Services page on our Website for the Merchant-Portal and Management System each year at no extra charge. This is including, but not limited to:-
 - An online step-by-step tutorial that can be accessed through the ioomiShow Support page of our website;
 - YouTube videos that can be accessed through the ioomiShow Support page of our website;
 - An online forum which can be accessed through the ioomiShow Forum page of our website.If you require further training or support, we will charge for this at our standard consultancy rates from time to time. Please note that ioomi only provides training and support in relation to our Merchant-Portal and Management System and our Services; we do not provide general IT training and support within the terms of this agreement.
- 2.9 If you fail to pay to us any amount on the due date the outstanding sum shall carry interest at the rate of 4% above the Bank of England base rate per annum for the time being from the due date to the date of payment, compounded at three monthly rests.



3 SYSTEM DEVELOPMENT

- 3.1 We develop the Merchant-Portal and Management System on a regular and ongoing basis to improve the system from time to time. Although we take reasonable care to avoid any unexpected errors or system downtime arising in connection with such development, we will not be responsible for any such errors or system downtime if they occur.
- 3.2 We provide quarterly releases of non-critical enhancements and bug fixes. Critical bug releases will be pushed to clients as soon as they have been approved for release after the testing process.
- 3.3 In the event we agree to carry out bespoke development work to meet any development requests made by you, we shall be entitled to charge you for such work in accordance with our standard rates for development work set out in the Fees and Services page on our Website from time to time.
- 3.4 You agree that we will own all copyright and other intellectual property of any changes made to our Merchant-Portal and Management System arising out of any development request made by you.

4 MERCHANT-PORTAL

- 4.1 Customers will be entitled to use our Merchant-Portal to enter exhibitors, purchase trade stands and merchandise for your Events with you, subject to availability.
- 4.2 All purchases and entries made by the Customer with you will be a contract between you and the Customer and will be made in accordance with your Terms and Conditions. ioomi will never be a party to the contract between you and your Customer and we will not be responsible for either your performance or the Customer's performance of that contract in any way.
- 4.3 You agree to indemnify us in full against all liability, loss, damages, costs, fines, penalties and any other expenses whatsoever awarded against or incurred by us arising out of any claim or proceedings made by the Customer against us in respect of any breach by you of your contract with the Customer.

5 THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH THE CUSTOMER

- 5.1 You agree that no part of the terms and conditions of your contract with the Customer shall contradict any part of these Terms and Conditions and in particular, shall not impose any liability upon ioomi whatsoever.
- 5.2 You agree that you will ensure that the terms and conditions of your contract with the Customer will not be unlawful and you will indemnify us fully against all liability, loss, damages, costs, fines, penalties and any other expenses whatsoever awarded against or incurred by us arising out of any claim or proceedings by any person in respect of such terms and conditions.
- 5.3 You will exhibit your standard terms and conditions in respect of contracts between you and your Customer to us before using our Services, and you agree to keep us fully informed at all times of any changes you make to such terms and conditions.



6 REGISTERED EVENTS

You are only entitled to register Events with us that are owned or managed by you. You are not entitled to register Events with us that are not owned or managed by you. You agree that if any person asks you to register an Event with us that is not owned or managed by you, you will decline to do so and will inform them that they should register directly with us.

7 USE OF THE MERCHANT-PORTAL AND MANAGEMENT SYSTEM

- 7.1 We own, or have licences to, the Merchant-Portal and Management System. Both you and your Customers will be permitted to use the Merchant-Portal and Management System to make purchases or enter exhibitors. You will be permitted to use the Merchant-Portal and Management System for the purpose of managing your event but you will not be permitted to use the Merchant-Portal and Management System for any other purpose.
- 7.2 The Merchant-Portal and Management System and all aspects of our Services are provided on an "as is" basis and we give no warranty that the Merchant-Portal and Management System or our Services is error free or is suitable for your purposes.
- 7.3 The Client shall not obtain any intellectual Event rights in and to the Merchant-Portal and Management System or any part of our Website by virtue of these Terms and Conditions.
- 7.4 You agree not to attempt to reverse engineer the Merchant-Portal and Management System, or to copy any software or code relating to the Merchant-Portal and Management System or our Website, or permit or procure any other person to do so.
- 7.5 There are discreet links to www.ioomi.co.uk in the footer of all public-facing areas of the Merchant-Portal and Management System. These links are an integral part of the Merchant-Portal and Management System and you agree not to hide or remove such links.

8 THE CLIENT'S WEBSITE

You are solely responsible for the content on your own website.

9 APPLICATION PROGRAMMING INTERFACE

If you require to draw content from our database and to display this on your website, we will provide technical support and assistance to you to enable your website to connect to our database using our application programming interface service ("API Service"). We shall be entitled to charge you for the set-up and use of the API Service at the rates set out in the Fees and Services page on our Website.

10 THE CLIENT'S ACCOUNT

- 10.1 You are responsible for maintaining the secrecy of your Account username and password details, and you agree not to attempt to breach any security or privacy mechanisms associated with the Merchant-Portal and Management System or any part of your Account pages or our Website nor to permit or procure any other person to do so.
- 10.2 You agree to only enter customer card details in designated card fields and not in any free text fields within your account.
- 10.3 You agree not to use any part of our service to post or transmit any content which is



unlawful, threatening, libellous, defamatory, obscene or pornographic.

- 10.4 We reserve the right in our absolute discretion to remove or edit content or materials in our service, including on your Account pages and we will not be liable to you if we do so.

11 SUSPENSION/TERMINATION OF THE SERVICES

- 11.1 We will be entitled to suspend provision of our Services, including your use of the Merchant-Portal and Management System or your access to your Account pages at any time in the event that:-

You fail to pay any sum due to us under these Terms and Conditions;

You are in breach of any part of these Terms and Conditions;

You abuse our Services in any way, or bring them into disrepute; or

For technical reasons, for example if internet traffic relating to your Events or your Account threatens to overload our system.

- 11.2 If such circumstances continue for a period of thirty (30) days we will be entitled to terminate our agreement with you. If termination is due to fault on your part (for example, your failure to pay or any other breach of these Terms and Conditions), the Annual Licence Fee will become payable in full and any part of it already paid to us by you will not be refundable. If termination is due to circumstances which are not your fault (for example if we are forced to terminate our agreement with you owing to technical reasons which are not your fault) we will refund any portions of the Annual Licence Fee which have been paid in advance.

- 11.3 We will also be entitled to terminate our agreement with you and to terminate your use of the Merchant-Portal and Management System and your access to your Account with immediate effect in the event that you become bankrupt or are sequestrated or, if the Client is a limited company, any step is taken to appoint an administrator or to wind up or dissolve the Client or to appoint a liquidator, receiver, administrative receiver or similar officer in respect of the Client or any part of its undertaking or assets.

12 USE OF PERSONAL DATA

Both the Client and ioomi will comply with the Data Protection Act 1998 in so far as it applies to either of us. You agree that we act as your Data Processor in respect of any personal data relating to the Customer. We will only use the personal data that is provided to us by you or by the Customer for the purposes of providing our Services, for generating our own internal anonymous reports or for publishing aggregate data in order to provide industry statistics (in which you, your business and your Customers cannot be identified.) Such aggregate data may also be supplied to selected third parties. We will not share or use the personal data provided by you or by the Customer for any other purposes, unless you or the Customer specifically gives us authorisation to do so.

13 OWNERSHIP OF DATA

You retain ownership of any data held in the ioomi database that is associated with your Account.



14 SYSTEM AVAILABILITY AND SECURITY

- 14.1 We will use our reasonable endeavours to make the Merchant-Portal and Management System, your Account and our Website available 24 hours a day/7 days a week. However, we will not be liable if for any reason the Merchant-Portal and Management System, your Account or our Website is not available at any time or for any period. For more information on the steps and precautions we take to ensure maximum system availability, please see the System Availability page on our Website.
- 14.2 We shall not be liable for any delay, loss or damage caused due to circumstances beyond our reasonable control including, without limitation, computer bugs or viruses, any computer failure, any delay or non availability of the internet or any electronic or telephone communication system, power cuts or outages, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes. For more information on the steps and precautions we take to maximise system security, please view the System Security page of our Website.

15 EMAIL

- 15.1 ioomiShow provides a facility to send transactional emails to customers. ioomiShow should not be used to send marketing or bulk emails to customers. We provide an option to export email addresses to third party email systems for sending marketing or bulk emails. Clients found to be abusing our email system will be prevented from sending email from ioomiShow.
- 15.2 If a customer specifically requests that you don't send them future emails (unsubscribes) their email address should be immediately removed from your account.
- 15.3 ioomiShow provides an option to enter your own privacy policy which will be linked from all relevant public-facing pages hosted by ioomi. It is important that you complete this information. We also highly recommend that you include a privacy policy on your own website.

16 GENERAL

- 16.1 If any provision of these Terms and Conditions is held by any court or other competent body to be invalid or unenforceable in law then the provision in question shall be omitted or amended in such a way as to be enforceable while giving effect to the intention of the provision and the other provisions shall not be affected.
- 16.2 We shall not be liable for any indirect, special or consequential loss whatsoever and howsoever suffered by you. Nothing in these Terms and Conditions shall limit our liability for any liability which cannot be excluded by law, for example for death or personal injury caused by our negligence.
- 16.3 These Terms and Conditions are personal to you and are non-transferable by you without our consent. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these Terms and Conditions.
- 16.4 Nothing in these Terms and Conditions is intended to, or shall operate to, create a partnership between us and you. Neither ioomi nor the Client shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 16.5 Our entire liability to you in respect of any loss or damage arising from any breach of our



contractual obligations under these Terms and Conditions or for any representation, statement, tortious or delictual act including negligence shall be limited to the aggregate value of all fees paid by you to us in the immediately preceding period of twelve (12) months.

- 16.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 16.7 We reserve the right to amend any party of these Terms and Conditions from time to time upon giving you notice in writing (such notice may be by e-mail). By continuing to use the Merchant-Portal and Management System and our Services, you shall be deemed to accept and agree to such changes to our agreement with you. The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales. An up to date version of our Terms and Conditions can be found on the Terms and Conditions page of our website.
- 16.8 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.