

## **PseudoTUBE.com terms and conditions**

Please complete all sections shown with an arrow in block capitals & black ink then fax to +44 (0)1926 771448 or scan and email to [questions@pseudotube.com](mailto:questions@pseudotube.com)



THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN

The **Network Owner**: DM Cubed LTD who's registered office is 18 Gulistan Road, Royal Leamington Spa, Warwickshire, CV32 5LU, England, UK.



The **Client**:

Full Name: \_\_\_\_\_

Address line 1: \_\_\_\_\_

Address line 2: \_\_\_\_\_

Address line 3: \_\_\_\_\_

Post code / Zip Code: \_\_\_\_\_

State / County / Region: \_\_\_\_\_

Country: \_\_\_\_\_

Email address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

WHEREAS

A. The **PseudoTUBE.com System**: A website developed by DM Cubed LTD to host video clips where the Client provides content and hosts adverts.



B. The Client wishes to use the selected PseudoTube.com System. Please tick as appropriate.

FREE EDITION

BUSINESS PACKAGE

ENTERPRISE PACKAGE

### **NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

#### **1) Term**

This Agreement shall commence on the date first above written and shall continue for a period of one year and from year to year thereafter until or unless terminated by either party giving to the other not less than two months' prior written notice, subject always to prior termination as hereinafter specified.

#### **2) Data and domain ownership**

The Network Owner owns the source code and databases. The Network Owner grants paid and active Clients to use the PseudoTUBE.com System. The Client never owns the rights to the source code, databases or any other material stored on the Network Owner server.

### **3) Backup and recovery**

The PseudoTUBE.com System is backed up on a regular basis. In the event of a fatal server failure the backup will be used to recover the system. The Network Owner will attempt to restore the system as soon as possible but makes no guarantee that data can be recovered.

### **4) Hosting**

The Network Owner will host the PseudoTUBE.com System, databases and source code. The Network Owner does not provide a guarantee of the up time of this service.

### **5) Domain renewal**

The Client is responsible for the renewal of the domain.

### **6) Domain selling**

If the Client sells the domain they own to a 3<sup>rd</sup> party the Client must inform the Network Owner in writing to formally end the contract in accordance with Term (1). The 3<sup>rd</sup> party may use the PseudoTUBE.com System if they have a valid contract with the Network Owner. Failure to inform the Network Owner of such a change may result in termination of the Client's existing PseudoTube.com System.

### **7) Adverts and links**

The PseudoTUBE.com System allows the Client to place adverts in order to earn an income. The Network Owner will show his own adverts on the Client's PseudoTUBE.com System as set out in schedule B.

### **8) Client content**

The Client can provide content to the site. This content may not include inappropriate material, this includes (but shall not be limited to), adult, pornography, nudity, hateful, harmful, racist, terrorist or illegal material. Violation of this clause may result in termination of the Clients PseudoTUBE.com System.

### **9) Payments and renewals**

An initial payment is due before the Client's PseudoTUBE.com System is made live. Each year the renewal fee must be paid 30 days prior of the anniversary of the start date of this contract set out in the section Term (1). The Network Owner reserves the right to adjust the renewal price. The Network Owners makes a guarantee that this increase will not be more than 5% per year. If payment is not made then the Client loses his or hers right to continue to use the PseudoTUBE.com System. The initial payment and renewal fees are set out in schedule A.

### **10) Custom pages**

The Client may request custom pages to be developed for their PseudoTUBE.com System. The cost of these pages can be discussed with the Network Owner. The Network Owner does not have to add unpaid feature requests from the Client to the PseudoTUBE.com System.

### **11) Updates and features**

The Network Owner may update or add new features to the Client's PseudoTUBE.com System at any time with out prior warning.

### **12) Liability and Indemnity**

Except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature and between the respective parties hereto, the Network Owner shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Client making use of the PseudoTUBE.com System in accordance with this Agreement.

The Client agrees to indemnify and keep indemnified the Network Owner from and against any third-party or user claims against the Network Owner arising from or relating to the Client's PseudoTube.com System.

### **13) Force Majeure**

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of *force majeure*, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

