

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF USE ARE THE AGREEMENT BETWEEN YOU AND V7. PLEASE READ THEM CAREFULLY BEFORE SIGNING UP FOR OR USING THE YODAL SERVICE.

By using the Yodal Service, a service of V7 Technology Ltd., (“V7”), you are agreeing to be bound by the following terms and conditions:

1. Payment

1.1 In consideration for the provision of the Yodal Service you shall make payments to V7 in accordance with the Price Schedule.

1.2 V7 shall be entitled to charge interest on any amounts owing from you but which are unpaid, at an annual rate equal to four per cent. above the base interest rate established by V7’s main UK bank, from time to time, from the due date until the date of payment in full.

1.3 Where the Yodal Service is being billed by V7, you hereby authorise V7 to bill your payment instrument in advance on a periodic basis until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must inform V7 in writing within 60 days after the date of the relevant invoice.

1.4 V7 reserves the right to alter its prices at any time. V7 will provide notice of any price alteration on its website or by post or in email to you, at its option, at least 30 days prior to the implementation of such price alteration. Your continued use of the Yodal Service after the date on which any price alteration becomes effective constitutes your agreement to pay the revised amount.

1.5 You represent and warrant to V7 that any information that you provide concerning any credit card or other payment instrument is true and accurate and that you are duly authorised to use the payment instrument. Where appropriate, you will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

2. Contact Information & Notices

You will provide V7 with a postal address and an email address where you may be contacted by V7 and which V7 may use to provide you with information about your account and/or V7’s products and services. Any notice or other communication given by V7 by post or email in connection with this Agreement shall be sent to the postal address or email address provided by you. It is your responsibility to ensure that such contact information is accurate and is kept up to date.

3. Codes of Conduct

In connection with your use of the Yodal Service, you agree to obey any code(s) of conduct or other notice(s) provided to you by V7.

4. Termination

4.1 V7 reserves the right to terminate this Agreement for any reason at any time, by terminating your account. If your account is terminated by V7, it will refund the pro-rated, unearned portion of any amount that you have prepaid to it.

4.2 You may terminate this Agreement by providing V7 with a minimum of 30 days' written notice prior to the renewal date. If you terminate your account and are on a monthly payment plan, V7 will not refund any amount for the month in which you terminate the account.

5. Liability

5.1 Subject to clause 5.3 below, neither V7 or its Affiliates, or any of V7's or its Affiliates' directors, officers, employees or agents shall have any liability of any type (including but not limited to contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise) for any indirect, incidental, special, consequential or exemplary loss or damages, or direct or indirect loss of profits, opportunity or goodwill, loss of reputation or customers or any other pure economic loss (even if V7 has been advised of the possibility of such loss) resulting from: (i) the use or the inability to use the Yodal Service; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained through or from V7; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party; (v) termination of your account; or (vi) any other matter in connection with the Yodal Service or arising out of this Agreement.

5.2 Subject to clause 5.3 below, in no event will V7 or any of V7's or its Affiliates' directors, officers, employees or agents be liable to you for any amount in excess of the amount that you have actually paid in the twelve months immediately preceding the event giving rise to your claim.

5.3 Nothing in this clause 5 excludes or limits liability for death or personal injury caused by V7's negligence, for fraud or any other liability which cannot be excluded by law.

5.4 Nothing in this clause 5 shall exclude or limit the right of V7 to recover any sums due and payable by you under this Agreement.

6. Indemnification

You will indemnify, defend and hold harmless V7 and its Affiliates, and its and their officers, directors, employees, service providers and agents from and against any and all losses, damages, liabilities, claims, expenses or cause of action of any kind whatsoever arising out of your use of the Yodal Service or your breach of this Agreement and against any third party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement or the Yodal Service, except to the extent that such losses are determined to have resulted solely from the fraud or wilful default of the indemnified party seeking immunity hereunder.

7. Service Modification

V7 reserves the right to modify the Yodal Service at any time.

8. No Warranty

V7 makes no express or implied warranty of the quality or suitability of the Yodal Service for any purpose. Your use of the Yodal Service is at your sole risk.

9. Miscellaneous

Any suggestions and/or feedback provided by you in relation to the Yodal Service may be used for any purpose and you hereby grant V7 an irrevocable, perpetual,

royalty-free, fully paid-up, worldwide license for the use of any such suggestions and/or feedback.

10. Amendment

V7 reserves the right to modify this Agreement at any time upon notice either by post or email or by providing details of any such modification(s) on its website. You agree that any subsequent use of the Yodal Service following the date of implementation of any such modification(s) will constitute your acceptance of such modified terms and conditions going forward.

11. Assignment & Subcontracting

11.1 V7 has the right to assign this Agreement to an Affiliate at any time without notice. You may not assign your contractual rights and obligations under this Agreement without the prior written consent of V7.

11.2 V7 may sub-contract certain aspects of the provision of the Yodal Service.

12. No Waiver

No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party. No failure to exercise nor any delay in exercising any right or remedy under this Agreement shall impair or operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

13. Entire Agreement

This Agreement constitutes the entire agreement between you and V7 regarding the use of the Yodal Service and supersedes any previous agreement in respect of the same subject matter and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom. You confirm that in entering into this Agreement you have not relied on any interpretation or warranty or undertaking which is not contained in this Agreement. No other communication, whether written or oral, will be deemed to supplement or supersede these terms and conditions unless made in writing and signed by both you and V7.

14. Severability

If any provision of this Agreement shall be held to be illegal or unenforceable under the laws of any jurisdiction, the legality and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected and the legality and unenforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

15. Survival

The rights and obligations which by intent or meaning have validity beyond termination of this Agreement (including, but not limited to, rights with respect to indemnification and liability limitations) shall survive such termination.

16. No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or similar relationship between you and V7.

17. Contracts (Rights of Third Parties) Act 1999

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. Governing Law & Jurisdiction

This Agreement is governed by and will be construed in accordance with English law and each of the parties submits to the non-exclusive jurisdiction of the English courts.

19. Definitions & Interpretation

Unless the context otherwise requires, when used herein the following words have the following meanings:

“Agreement” means these Terms and Conditions and all schedules attached hereto

“Affiliate” means any employee, officer, director or subcontractor of V7 or any party which is a direct or indirect “parent undertaking” or “subsidiary undertaking” of V7 or the direct or indirect “subsidiary undertaking” of such “parent undertaking” as such terms are defined in section 1162 of the Companies Act 2006

“Price Schedule” means the pricing as published by V7 or as specifically provided to you in writing or as amended by V7 in accordance with clause 1.4 of these terms and conditions

“V7” means V7 Technology Limited

“Yodal Service” means voice recording and associated data streaming on handheld devices; and server services to collect, consolidate, and forward the voice recording to the intended destination via email. A free-of-charge Yodal player is made available for transcription purposes.

Headings are for convenience only and shall not affect the interpretation of these terms and conditions.

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