

TERMS OF SERVICE

Please read these Terms of Service, carefully before registering for a subscription for the Services offered on this website operated by Paver Picker Limited of Ballinamona, Glanworth, County Cork, P51 C9Y7, Ireland, company number 04066, VAT number IE 3472538NH, trading as Bloc-Tec.

By signing an Order Form to purchase a chargeable subscription to the Services you the Customer agree to be legally bound by these Terms of Service, Order Form(s) and Privacy Policy as they may be modified and posted on our website from time to time. In the event of any inconsistency between the content of the Terms of Service, Order Form(s) and the Privacy Policy, each Order Form shall prevail in respect of the Services set out therein, followed the Terms of Service shall prevail followed by the Privacy Policy.

If you do not wish to be bound by these Terms of Service and Privacy Policy then you may not purchase a licence to use our Services.

1. Definitions

In this Master Agreement, the following capitalised words shall have the following meanings:

“Master Agreement”	means these Terms of Service, Privacy Policy and each Order Form, together;
“Business Day”	means 9.00 am to 5.00 pm Irish local time on a Monday to Friday (excluding any national holiday in Ireland);
“Company”	means Paver Picker Limited;
“Confidential Information”	means any and all information in whatsoever form relating to the Company or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession by virtue of its entry into this Master Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;
“Customer Data”	means all data imported into the Services for the purpose of using the Services or facilitating the Customer's use of the Services, but explicitly excludes Photographs;
“Customer”	means the company named in the Order Form and also applies to Resellers;
“Effective Date”	means the date on which this Master Agreement commences as set out in the Order Form;
“Feedback”	means feedback, innovations or suggestions created by the Customer or users regarding the attributes, performance or features of the Services;
“Fees”	means the fees as set out in the Order Form;

“Force Majeure”	means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, pandemic, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where Company ceases to be entitled to access the Internet for whatever reason, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency;
“Images”	means images of individual product images grouped together. This includes products in various layouts, visualisations of products installed in scenes, products assembled in blends, and products assembled into seamless textures. It also includes images used for creating visualisations such as scenes, mortar textures, and all other images used in providing service to Customer.
“Initial Term”	means a period of 12 months starting from the Effective Date;
“Intellectual Property Rights”	means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
“Order Form”	means each proposal document signed by the Customer when ordering any Services;
“Photographs”	means images of individual products obtained from the photography of single product samples. It includes all images produced in our Photography service. It includes (but not limited to) RAW files, jpg’s, png’s, webp’s digital image files used for image sorting and image editing in providing services to the Customer (also applies to images supplied from Customer);
“Privacy Policy”	means the privacy policy of the Company published at https://paverpicker.com/privacypolicy.pdf as amended from time to time;
“Renewal Term”	means a period of 12 months;
“Resellers”	means resellers or third parties of the company named in the Order Form with access to our Services through domain approvals granted to Company;
“Services”	means the software applications services of the Company, including any computer software programmes and, if appropriate, Updates thereto and the implementation services ordered by the Customer and described in each Order Form;
“Shared-Image”	Means an image prepared by the Company representing an individual product in face-on view
“Statistical Data”	means aggregated, anonymised data derived from the Customer or user’s use of the Services which does not include any personal data or Customer Confidential Information;
“Term”	means the Initial Term plus any Renewal Terms together;
“Terms of Service”	means these Terms of Service published at https://bloc-tec.com/PDFs/terms-of-service.pdf as amended from time to time;

“Third Parties”	means third parties that do not have domain approval to use Services;
“Updates”	means any new or updated applications services or tools (including any computer software programmes) made available by the Company as part of the Services.

2. Services

- 2.1 The Customer engages the Company and the Company agrees to provide the Services to the Customer from the Effective Date for the Term in accordance with the terms of this Master Agreement.
- 2.2 The implementation services shall be provided for the number of products and for the domain names set out in each Order Form.

3. Licence, Set-up and Subscriptions

- 3.1 Subject to the Customer's payment of the Fees, the Customer is granted a non-exclusive and non-transferable licence to use the Services (including any associated software, Intellectual Property Rights and Confidential Information) during the Term domain name(s) as specified in the Order Form (and this explicitly excludes all sub-domain names). Such licence shall permit the Customer to make cache copies of software or other information as are required for the Customer to receive the Services via the Internet. The licence is granted on an annual subscription basis and is not transferable to a different domain. Except for Customer showroom or exhibition use, all users must be directed to Customer's website for use of the Services.
- 3.2 No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer. Nothing in this Master Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services.
- 3.3 Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited. To the extent that the Customer is granted the right by law to decompile such software in order to obtain information necessary to render the Services interoperable with other software (and upon written request by the Customer identifying relevant details of the Services(s) with which interoperability is sought and the nature of the information needed), the Company will provide access to relevant source code or information. The Company has the right to impose reasonable conditions including but not limited to the imposition of a reasonable fee for providing such access and information.
- 3.4 Unless otherwise specified in this Master Agreement, the Services are provided and may be used solely by the Customer as part of the Customer's website architecture. Except as specifically stated in this Master Agreement, the Customer may not: (i) lease, loan, resell or otherwise distribute the Services save as permitted in writing by the Company; (ii) use the Services to provide ancillary services related to the Services; or (iii) permit access to or use of the Services by or on behalf of any third party; (iv) restrict or hinder access or use of the Services via such means as logins, email or contact information collection prior to providing access to the Services; and (v) charge for the use or access to the Services in any fashion.
- 3.5 The Customer warrants and represents that it shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services granted under this Master Agreement is limited as set out under this Master Agreement.
- 3.6 The Company may suspend access to the Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the integrity or security of the Services is in danger of being compromised by acts of the Customer or its users. Where possible, the Company shall give the Customer 24 hours written notice, before suspending access to the Services, giving specific details of its reasons.

- 3.7 The initial set-up will be deemed complete, and the licence shall commence upon: (i) the Customer linking the Services to their production website; or (ii) using the Services within showroom or exhibition; or (ii) after two calendar months of set-up completion; whichever is the earliest.
- 3.8 Services to Resellers will terminate if the Customer account terminates. Customer is responsible for paying the Subscription fees for Resellers to access Services. Resellers will not have access to use (neither will they have privilege to upgrade) to any add-on module that may be present with Customer account.
- 3.9 Subscription commencement for add-on modules and new products will be co-termed with the licence subscription. The 'Image Sharing' add-on module; once activated cannot be cancelled without cancelling the licence subscription. Products, scenes and other customisable features in relation to a Customer account may be added, removed or amended at any time by the Company as required by the Customer. No refunds shall be given to Customer for removal of any product from the Services during the subscription term.
- 3.10 Updates and maintenance will be performed during off peak periods. The Company strives to achieve 99.9% uptime.

4. Intellectual Property Rights

- 4.1 All Intellectual Property Rights and title to the Services (including Photographs), shall remain with the Company and/or its licensors and subcontractors. No interest or ownership in the Services (including Photographs), the Intellectual Property Rights or otherwise is transferred to the Customer under this Master Agreement.
- 4.2 Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing Intellectual Property Rights and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a non-exclusive, non-transferable, royalty free licence to use Customer Data, Customer Intellectual Property Rights and any third party owned item from the Effective Date for the Term to the extent required for the provision of the Services.
- 4.3 The Customer is not allowed to remove any proprietary marks or copyright notices from the Services.
- 4.4 The Customer assigns all rights, title, and interest in any Feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 4.5 The Customer grants the Company the perpetual right to use Statistical Data and nothing in this Master Agreement shall be construed as prohibiting the Company from using the Statistical Data for business and/or operating purposes, provided that the Company does not share with any third party Statistical Data which reveals the identity of the Customer or Customer's Confidential Information.
- 4.6 The Company may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

5. Images

- 5.1 Customer and Resellers are permitted to use images for printed promotional material. Other than images served from our server(s) via our API, Customer and Resellers are not permitted to use images for online and/or web use.
- 5.2 Images are not to be used for any other software development, interactive scenes, or animated images and are not to form any integral part of any software package. Images provided via the Seamless Texture Module are designed specifically for use within architectural visualisations.

- 5.3 The Company agrees to use all practical and reasonable efforts to create Images representing Customer products as clear and accurate as is presently available by electronic display. Various colour shifts will exist between monitors, handheld devices and other electronic devices of which the Company cannot be responsible. The Company uses a 'neutral' white balance on all RAW photography meaning that the Photograph will not be 'warmed' (more orange) or 'cooled' (bluer), this ensures that the Photograph colours remain true to the product. The Company will not apply any adjustment to Photography (such as a shift in hue, contrast, or colour overlay), neither will exposure be changed from what is considered technically correct.
- 5.4 The Company will not take responsibility for materials supplied or sold to the end user or intermediators where deviation is claimed in from that portrayed by the Photograph created by the Company, such as colour, quality, size, or other information.
- 5.5 The Company reserves the right to refuse to use images supplied by the customer.

6. Product Samples, Photography and Image Editing

- 6.1 Number of samples per product:
The Company will advise Customer on the number of products to send/provide. Products may need to be represented from a number of samples in order to give an accurate representation. The maximum allowed are 25 samples for any product under 300mm in both directions, or 15 samples for any product 300mm and over in any direction. (The limits are set primarily for optimisation of loading times, in addition to practicality.) Unless agreed otherwise in Order Form, the Company may refuse to photograph or may charge for the additional photography work for products that exceed the maximum allowed product number.
- 6.2 Suitable Samples:
Product samples are considered suitable when they are clean and dry with enough samples supplied to represent the variation in colour and texture. Should additional photography be required in addition to, or to replace ones already carried out, the Company is entitled to charge for such work. The Company reserves the right to refuse to photograph or edit any images deemed unsuitable in representing Customer's products, this may occur due to poor sample selection, damage incurred in transport, dampness, efflorescence or otherwise. The Company reserves the right to refuse editing of images which are deemed unrecoverable by editing or where concern may be in falsifying the representation of the product. Image editing performed by the Company is limited to 'spot editing' of no more than 5% of the sample surface.
- 6.3 Delivery of samples:
All palletised deliveries need to have a means of drop-off such as a tail-lift. Samples are to be delivered 'DDP' (Delivered Duty Paid); as such the Company will not incur any costs for delivery of samples (such as transport costs and/or export and import duties). If for any reason Customer is unable to send products DDP, and Company has a legal obligation to pay fees, Company will bill Customer for reimbursement and for administration expenses. Should Customer require return of samples, such samples will be collected from the Company's premises on arrangement by Customer through coordination with the Company. Samples that are not collected from the Company's premises within 30 days of set-up completion or after addition of new products, shall be deemed to be the property of the Company. If there is a requirement to destroy the samples (such as a requirement of import law for samples use), the Company must be informed of this. The Company will not incur any costs for dumping charges such as skip hire required to carry out this requirement.
- 6.4 Return of samples:
The Company assumes samples delivered to its premises are not to be returned unless it receives notification otherwise. Should Customer require return of samples, such samples will be collected from the Company's premises on arrangement by Customer through coordination with the Company. Samples that are not collected from the Company's premises within 30 days of set-up completion or after addition of new products, shall be deemed to be the property of the Company. If there is a requirement to destroy the samples (such as a requirement of import law for samples use), the Company must be informed of this. The Company will not incur any costs for dumping charges such as skip hire required to carry out this requirement. The Company will not incur any costs to cover the replacement of breakages or damage incurred during onsite photography, transportation, or otherwise.

- 6.5 Onsite photography:
For practicality, the Company provides an optional onsite photography service. The Order Form will state the number of estimated site days. The first onsite day will be for set-up of the mobile photography rig with adjustment of all lighting. The onsite photographer will not be entitled to work onsite for longer than a 5 day working week or longer than an 8 hour working day. The photographer will comply with on-site work times where possible. The Company will need to be informed in advance of any special safety requirements (aside from safety shoes). The Company requires that the Customer provides the photographer a minimum of one assistant for organising of product samples.

7. Ordering, Fees, Invoicing and Payments

- 7.1 The Company is not obliged to refund any monies in association with preparation of Images and data from supplied samples where the Customer chooses not to use them, or for cancellation of set-up..
- 7.2 The delivery of Customer's account may incur delay from any estimate that may be provided in the Order Form should any or a combination of the following occur: (i) delay in delivery of products to the Company's premises; (ii) delay delivering products to a designated photography area at the Customer's premises; (iii) provided samples are deemed unsuitable by the Company; or (iv) should further editing, addition or replacement of Photographs or Images be required.
- 7.3 The Company shall provide the Services set out in each signed Order Form to the Customer during the Term. Services shall be provided for the Fees set out in each Order Form.
- 7.4 The Company shall issue invoices to the Customer in respect of the Fees as set out in the Order Form. All invoices shall be in the currency set out in each Order Form. All Fees exclude any Value Added Tax legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable.
- 7.5 The Customer shall pay all Fees to the Company, as set out in each Order Form within 30 days of the date of each invoice, unless stated otherwise in an Order Form.
- 7.6 The Subscription Cost for the Services provided under this agreement shall be subject to adjustment annually based on changes in the Global Inflation Index (GII), as published by statista.com. The adjustment to the Subscription Cost shall be calculated by applying the percentage change in the GII for the preceding 12 months to the current Subscription Cost. Any adjustments made pursuant to this clause shall be communicated to the Subscriber at least 7 days prior to the effective date of the adjustment. The Subscriber acknowledges and agrees that such adjustments are necessary to account for increases in the cost of providing the Services due to inflationary factors on a global scale. The Subscriber further acknowledges that adjustments made in accordance with this clause shall not exceed 5% of the current Subscription Cost in any given year.
- 7.7 Where payment of any Fees is not received within 7 days of the due payment date, the Company may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid. The Company shall be entitled to charge interest on overdue Fees at the applicable statutory rate.
- 7.8 The Company reserves the right to recover any costs and reasonable legal fees it incurs in recovering overdue payments.

8. Warranties

- 8.1 Each party warrants and represents that: (i) it has full corporate power and authority to enter into this Master Agreement and to perform the obligations required hereunder; (ii) the execution and performance of its obligations under this Master Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and (iii) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Master Agreement.

- 8.2 The Company warrants to the Customer that: (i) it has the right to license the Services; (ii) the Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice; (iii) the Services shall operate to materially provide the facilities and functions provided by the Company; and (iv) in performing the Services it will not infringe the Intellectual Property Rights of any third party or be in breach of any obligations it may have to a third party. The foregoing warranties shall not: (a) cover deficiencies or damages relating to any third party components not furnished by the Company; or (b) any third party provided connectivity necessary for the provision or use of the Services.
- 8.3 No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or error free.
- 8.4 The Customer warrants and represents to the Company that: (i) it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Master Agreement; (ii) it shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services granted under this Master Agreement is limited as set out under this Master Agreement. In particular, the Customer and users shall treat any identification, password or username or other security device for use of the Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of this Master Agreement by its users; and (iii) it shall ensure that its network and systems comply with the relevant specification provided by the Company from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 8.5 All third party content or information provided by the Company, including the Images, via the Services is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.
- 8.6 Except as expressly stated in this Master Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law.
- 8.7 The Customer acknowledges that the Services should not be used for high risk applications where precise locations or features on maps are essential to the Customer.

9. Liability

- 9.1 Neither party excludes or limits its liability to the other for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct.
- 9.2 In no event shall either party be liable to the other whether arising under this Master Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss. 'Consequential Loss' shall for the purposes of this section mean: (i) pure economic loss; (ii) losses incurred by any client of the Customer or other third party; (iii) loss of profits (whether categorised as direct or indirect loss); (iv) losses arising from business interruption; (v) loss of business revenue, goodwill or anticipated savings; and (vi) losses whether or not occurring in the normal course of business, wasted management or staff time.
- 9.3 Subject to clauses 9.1 and 9.2, the total liability of the Company to the Customer in aggregate (whether in contract, tort or otherwise) under or in connection with this Master Agreement or based on any claim for indemnity or contribution shall be limited to one hundred (100) per cent of the total Fees (excluding any VAT, duty, sales or similar taxes) paid or payable by the Customer to the Company during the twelve (12) month period prior to the date on which such claim arose. If the duration of the Master Agreement has been less than twelve (12) months, such shorter period shall apply.

- 9.4 The Customer shall be liable for any breaches of this Master Agreement caused by the acts, omissions or negligence of any users who access the Services as if such acts, omissions or negligence had been committed by the Customer itself.
- 9.5 The parties acknowledge and agree that in entering into this Master Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

10. Indemnities

- 10.1 The Company, shall at its own expense: (i) defend, or at its option, settle any claim or suit brought against the Customer by a third party on the basis of infringement of any Intellectual Property Rights by the Services (excluding any claim or suit deriving from any Customer provided item of any Photographs); and (ii) pay any final judgement entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies the Company promptly of each such claim or suit; (b) the Company is given sole control of the defence and/or settlement; and the (c) Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.
- 10.2 If all or any part of the Services becomes, or in the opinion of the Company may become, the subject of a claim or suit of infringement, the Company at its own expense and sole discretion may: (i) procure for the Customer the right to continue to use the Services or the affected part thereof; or (ii) replace the Services or affected part with other suitable non-infringing service(s); or (iii) modify the Services or affected part to make the same non-infringing.
- 10.3 The Company shall have no obligations under this clause 10 to the extent that a claim is based on: (i) the combination, operation or use of the Services with other services or software not provided by the Company, if such infringement would have been avoided in the absence of such combination, operation or use; or (ii) use of the Services in any manner inconsistent with the terms of this Master Agreement; or (iii) the negligence or wilful misconduct of the Customer.
- 10.4 The Customer shall defend, indemnify and hold the Company and its employees, sub-contractors or agents harmless from and against any cost, losses, fines, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from: (i) any claimed infringement or breach by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Services or Images outside the scope of this Master Agreement; (ii) any access to or use of the Services by users or a third party; and (iii) use by the Company of any Customer Data or Customer or user provided item; and (iv) breaches of data protection law by the Customer; and (v) any breach of the terms of this Master Agreement by a user; and the Company shall be entitled to take reasonable measures to prevent the breach from continuing.
- 10.5 Subject to clauses 10.1 to 10.4 inclusive, each party ('the first party') indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ('the second party') against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against the second party under clause 10 of this Master Agreement. Such indemnity extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.

11. Term and Termination

- 11.1 This Master Agreement will begin on the Effective Date and continue for the Initial Term. Upon expiry of the Initial Term the Master Agreement shall automatically renew for further Renewal Terms unless a party terminates early in accordance with its rights set out below in this clause 11.
- 11.2 Each party may terminate this Master Agreement at any time for convenience by giving 30 days notice prior to the expiry of the Initial Term or any Renewal Term. Termination shall be effective on the start date of the next applicable Renewal Term.
- 11.3 The Company may immediately terminate this Master Agreement or the provision of any Services provided pursuant to this Master Agreement if: (i) the Customer has used or permitted the use of

the Services or Images otherwise than in accordance with this Master Agreement; or (ii) the Company is prohibited, under applicable law or otherwise, from providing the Services.

- 11.4 Either party shall be entitled to terminate this Master Agreement on written notice to the other party if the other party: (i) goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of applicable insolvency laws or ceases or threatens to cease to carry on business or if any event occurs which is analogous to any of the foregoing in another jurisdiction; or (ii) commits a material breach of any term of this Master Agreement which, if capable of remedy, is not remedied within five (5) Business Days of receipt of a written notice specifying the breach and requiring it to be remedied; (iii) is prevented by Force Majeure from fulfilling its obligations for more than twenty eight (28) days.
- 11.5 Upon termination of this Master Agreement: (i) the Company shall immediately cease providing the Services to the Customer and all licences to use the Services granted hereunder shall terminate; (ii) the Customer shall promptly pay the Company all unpaid Fees for the remainder of the Term. No Fees already paid shall be refunded if the Master Agreement is terminated prior to the end of the Initial Term or a Renewal Term; (iii) at the option of the Customer, following receipt of a request from the Customer delete or return all Customer Data stored in the Company's database in a machine readable format, free of charge, provided that such request is made within 30 days of termination (this excludes data or code specific to the display of customer products). If the Customer requires any Customer Data to be returned in a different format the Company reserves the right to charge for this additional service on time and materials basis; (iv) no Photographs will be returned to Customer; (v) Images obtained by the Customer through services provided by Customer (such as screen captures or downloads from the software and inclusive of Seamless textures) may be continued to use by Customer contained in tangible items such as brochures existing on the date of termination but may not reproduce Images in any new tangible item after the effective date of termination, without purchasing a licence to do so.(vi) Images provided from the Company to the Company such as from the 'Image Sharing Module' or other Images directly provided from Company to Customer may be used indefinitely by the Customer.
- 11.6 Termination of this Master Agreement for whatever reason shall not affect the accrued rights of the parties. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of this Master Agreement and shall remain in force and effect.

12. Confidential Information

- 12.1 Each party may use the Confidential Information of a disclosing party only for the purposes of this Master Agreement and must keep confidential all Confidential Information of each disclosing party except to the extent (if any) the recipient of any Confidential Information is required by law to disclose the Confidential Information.
- 12.2 Either party may disclose the Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Master Agreement but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.
- 12.3 Both parties agree to return all documents and other materials containing Confidential Information immediately upon completion of the Services.
- 12.4 The obligations of confidentiality under this Master Agreement do not extend to information that: (i) was rightfully in the possession of the receiving party before the negotiations leading to this Master Agreement; (ii) is, or after the day this Master Agreement is signed, becomes public knowledge (otherwise than as a result of a breach of this Master Agreement); or (iii) is required by law to be disclosed.

13. Data Protection

- 13.1 Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.

- 13.2 To the extent that personal data is processed when the Customer or its users, use the Services, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable data protection law.
- 13.3 If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 13.4 Where the Company collects and processes personal data of the Customer, as a data controller, when providing the Services to the Customer for example when the Customer provides an email address upon registration or when ordering Services, such collection and processing shall be in accordance with the Privacy Policy.

14. Third Parties

Nothing contained in this Master Agreement is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

15. Force Majeure

- 15.1 If a party is wholly or partially prevented by Force Majeure from complying with its obligations under this Master Agreement, then that party's obligation to perform in accordance with this Master Agreement will be suspended.
- 15.2 As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this Master Agreement. If the Force Majeure event last for more than 28 days the non-defaulting party may terminate this Master Agreement with immediate effect without penalty.

16. Miscellaneous

- 16.1 Should a provision of this Master Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 16.2 This Master Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.
- 16.3 No party may assign, transfer or subcontract its rights under this Master Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however the Company shall be entitled to assign the Master Agreement to any company in the Company's group of companies; or (ii) any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event, who is not a competitor of the Customer.
- 16.4 The Company and the Customer are independent contractors and nothing in this Master Agreement will be construed as creating an employer-employee relationship.
- 16.5 Amendments to, or notices to be sent under this Master Agreement, shall be in writing and shall be deemed to have been duly given if: (i) sent by registered post to a party at the address given for that party in this Master Agreement; or (ii) to the email address of each party usually used to correspond within the Services for invoicing. Notwithstanding the aforesaid, the Company may change or modify the terms of this Master Agreement upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Master Agreement prior to the expiry of the 30 day period.
- 16.6 This Master Agreement shall be governed by the laws of Ireland. The courts of Dublin shall have exclusive jurisdiction for the settlement of all disputes arising under this Master Agreement.