



## iBase – SaaS Terms and Conditions

Updated 5<sup>th</sup> July '17

### 1. Acceptance of these terms and conditions

By using the iBase system you are implicitly accepting these terms and conditions of iBase Media Services Ltd. If you do not agree to these terms you must not use the system. If you have any questions about these terms and conditions, contact iBase Media Services at [sales@ibase.com](mailto:sales@ibase.com).

### 2. iBase licence and data ownership

The software licence is owned by and remains the property of iBase Media Services Ltd. The data uploaded by the user is owned by and remains the property of the user.

### 3. Definition of Software as a Service (SaaS)

For the purposes of these terms and conditions, SaaS means that it is only available when hosted by iBase Media Services. If a locally hosted iBase system is required, please contact iBase Media Services through our website or by sending an email to [sales@ibase.com](mailto:sales@ibase.com).

### 4. Prices

Prices are as shown on our website at <https://www.ibase.com/Pricing>.

### 5. Additional storage space

Additional storage space can be bought at the prices displayed at <https://www.ibase.com/Pricing>.

### 6. Data transfer allowance

Up to 100GB of data transfer out per month is included in the prices shown at <https://www.ibase.com/Pricing>. Additional data transfer can be provided, please contact [support@ibase.com](mailto:support@ibase.com) with your requirements.

### 7. Cessation of free service

For the free option only as shown at <https://www.ibase.com/Pricing>, if the system is not accessed during any six-month period, or in any other circumstances at the discretion of iBase Media Services, the service will be ceased. Two weeks' notice will be given during which the client may retrieve their assets if they wish. When iBase Media Services cease a service, all assets and associated metadata will be irretrievably deleted.

### 8. Languages

iBase is provided with UK English language menus, navigations bars, messages etc... Data can be entered in any Unicode-supported language.

### 9. Customisation and other ad-hoc work

Additional work such as customisation is chargeable at the iBase hourly rate applicable at the time. No chargeable work will be carried out without prior agreement to the quoted charge.

## 10. Responsibilities and obligations

It is noted and agreed that -

- a. The client has full ownership and responsibility in all respects for the content of the data and digital assets on the iBase system.
- b. iBase Media Services Ltd accept no responsibility in any respect for the content of the data and digital assets.
- c. iBase Media Services Ltd will not make any changes to the client's data or digital assets except with the client's express written authority.
- d. iBase Media Services Ltd will not view clients' data or digital assets except as necessary on a need to know basis in the course of maintenance, unless it has reason to believe that any content is illegal or as notified by a law enforcement agency.
- e. iBase Media Services Ltd will not divulge the content of data or digital assets to any individual not employed by them, unless it has reason to believe that any content is illegal or as notified by a law enforcement agency.
- f. iBase software must not be used for any content or purpose illegal under UK law or the laws in force in the country in which the user of the iBase software is based.
- g. iBase Media Services Ltd will remove without notice any content which they have reason to believe is illegal or as notified by a law enforcement agency.
- h. No virus or malicious software must be uploaded.
- i. When signing up for an account, either paid or free of charge, the client agrees to provide true and accurate personal and (if applicable) company identification details.

## 11. System monitoring

iBase Media Services will monitor usage of the system for the purposes of checking data storage space in use, and for service, maintenance and service optimisation as required.

## 12. Promotional material

iBase Media Services might include your company name, logo and a case study in promotional material, including on the iBase website. Where your iBase system is publicly available we might also include a link to its URL. If wish to opt out of having your company name, logo or case study used in iBase promotional material, please notify us by sending an email to [sales@ibase.com](mailto:sales@ibase.com).

## 13. No warranty or liability

Although best endeavours will be made by iBase Media Services Ltd at all times and in every respect, no warranty is given that the Service will be uninterrupted or error-free.

Under no circumstances will iBase Media Services Ltd accept liability for any direct or indirect loss arising from use of the software, however caused.



## 14. End User Licence Agreement

\*\*\* IMPORTANT \*\*\*

By using this SOFTWARE, you agree to be bound by the terms of this EULA, unless you have a different EULA signed by iBase Media Services Ltd. ("IBASE").

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iBase End-User License Agreement

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This SOFTWARE is licensed, not sold.

This SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Governing Law

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This agreement shall be governed by the laws of England.

Disclaimer of Warranty

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This SOFTWARE is sold "as is" and without warranties as to performance of merchantability or any other warranties whether expressed or implied. Because of the various hardware and software environments into which the SOFTWARE may be put, no warranty of fitness for a particular purpose is offered.

To the maximum extent permitted by applicable law, in no event shall IBASE be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of profit, business interruption, loss of information, or any other pecuniary loss) arising out of the use, or inability to use this SOFTWARE, even if IBASE has been advised of the possibility of such damages.

The user must assume the entire risk of using the SOFTWARE. Any liability will be limited exclusively to replacement of the SOFTWARE, or refund of cost.

Reverse Engineering

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You may not reverse engineer, decompile, or disassemble this SOFTWARE except to the extent and for the express purposes authorised by applicable law.

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**END**