



Inspire your customers

VeKorea Service Agreement

## 1.0 In these Conditions:

**“Agreement”** means this agreement for the supply of the Services

**“Agent”** means any person specified in the Order or held out by the Client as being the person authorised to submit an Order on behalf of the Client which will bind the Client as the other party to the Contract.”

**“Company”** means Ve Global UK Limited

**“Client”** means the person named on the Order

**“Charges”** means the charges shown in the Order or as otherwise agreed in writing between the Company and the Client

**“Document”** includes, in addition to a document in writing, advert units, plan, design, picture or other image, or any other record of any information in any form

**“Input Material”** means any Documents, creative or other materials, and any data or other information provided by the Client relating to the Services

**“Media Space”** means advertising space on any media whether in print or on the Internet or otherwise

**“Order”** means the email, fax, letter or other document from the Client and accepted in writing by the Company in relation to the Services

**“Output Material”** means any Documents or other materials, and any data or other information provided by the Company relating to the Services

**“Services”** means the service to be provided by the Company for the Client and referred to in the Order

**“Working Day”** means any weekday, 9.30am to 6.00pm Greenwich Mean Time, on which banks are open for business in London.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2.0 Formation of Contract

2.1 These Conditions (the “Conditions”) set out the terms on which the Company will provide the Services to the Client. The Order sets out (a) details of the Services to be provided to the Client (b) the Charges payable by the Client and (c) if appropriate, the timing for the provision of the Services.

2.2 Orders placed by the Agent of the Client and on behalf of the Client may be accepted by the Company. The Company may in its absolute discretion and for the administrative ease of the Client accept payment of the charges payable hereunder from the Agent but this in no way relieves the Client of its responsibilities under the Contract and in particular but without limitation the obligation to make payment to the Company pursuant to clause 6 of the Conditions.

2.3 The Order together with these Conditions constitute the contract (“the Contract”) between Client and the Company. The Contract represents the entire agreement between the parties in relation to the Services and all other terms are excluded; it supersedes any and all previous agreements between the parties relating to its subject matter. The Client agrees that it has not relied on any other statement, representation, warranty or undertaking (whether written or oral) in relation to the Services. The Client unconditionally and

irrevocably waives any rights it may have to claim against the Company for any misrepresentation or misstatement or for breach of any warranty or undertaking made or given prior to the Contract unless such statement, representation, warranty or undertaking was made fraudulently.

Any variation to this Contract shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company and the Client.

### **3.0 Performance of Services**

3.1 The Company will perform the Services using reasonable skill and care and, as far as reasonably possible, in accordance with the Order and at the intervals and within the times referred to in the Order. Where the Company supplies in connection with the provision of the Services any Output Material supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Output Material.

### **4.0 Timing**

4.1 All timescales set out in the Order are estimates only. The Company will use its reasonable endeavours to meet such timescales, but the Client acknowledges that to the extent that performance of the Services is dependent on receiving responses from the Client and/or any outside third party including but without limitation any regulatory bodies timing for the completion of such Services is dependent on

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Ve may change this policy occasionally by updating this page and we recommend you should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 31.03.15 the timely receipt of all such responses.

### **5.0 The Client's Responsibilities**

5.1 Client shall be responsible for those matters (if any), which may be listed in the Order

5.2 The Client shall at its own expense supply the Company with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services. The Client shall ensure the accuracy of all Input Material

5.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to, or to the order of the Client.

5.4 The Services shall be provided in accordance with the Order and otherwise in accordance with the Company's media plan or proposal.

5.5 If the Client fails to fulfill any of its obligations promptly, the Company may charge the Client for any additional costs incurred by the Company (either in performing such obligations or procuring their performance or in carrying out the Services) and may require an extension of time for the performance of the Services.

5.6 If the Company so requests, the Client agrees to review all documents, including draft deliverables and reports, promptly so that any corrections or changes can be made by the Company where necessary. The Company shall not be obliged to submit any deliverable in draft.

5.7 If the Client notices that the Company has made a wrong assumption or otherwise taken a wrong direction, the Client will tell the Company immediately.

5.8 The Company reserves the right, by giving notice to the Client at any time before carrying out the Services, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of service), any change in Services delivery dates, quantities, specifications for the Services requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

## **6.0 Charges and Payment**

6.1 The Client shall pay the Charges together with any applicable VAT in addition. The Client will also reimburse the Company for all reasonable expenses incurred by the Company and its staff in performing the Services (including but without limitation travel and accommodation expenses).

6.2 Unless otherwise agreed in relation to the sale of Media Space the Client shall pay the Company forthwith and prior to the Company purchasing such Media Space.

6.3 Invoices for the Charges will be issued on a monthly basis in Sterling and shall be paid by Client in full (without set-off, deduction or counterclaim) within 14 days of the date of invoice. Expenses are payable immediately upon receipt of an invoice which may be submitted by the Company at any time accompanied by supporting receipts.

6.4 If the Client fails to pay any invoice by the due date, the Company may (without prejudice to any other rights and remedies available to it) charge interest and compensation as defined by The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

6.5 On the commencement of the Agreement the client shall pay to the Company on account of payment for the services the amount ("Deposit") specified in writing in the Company's acceptance of the Order. In the event that the Company spends time and materials on a media campaign or on any other matter for the Client but the Client decides not to proceed to take the Services from the Company then the Company shall be entitled to retain a reasonable proportion of the Deposit to cover expenses plus VAT if applicable and shall thereafter refund the balance of the Deposit to the Client.

## **7.0 Intellectual Property**

7.1 All intellectual property rights used by the Company or embodied in the performance of the Services including without limitation any and all reports and other deliverables provided by the Company to the Client and any and all other literature and materials created or developed by the Company in carrying out the Services belong to the Company.

7.2 Any Input Material shall (subject to any such rights of any third party) belong (or continue to belong) to the Client.

7.3 Any Output Material shall, unless otherwise agreed in writing between the Client and the Company belong to the Company.

7.4 The Client warrants that any Input Material and its use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

7.5 Subject to paragraph 7.4 the Company warrants that any Output Material and its use by the Client for the purposes of utilising the Service will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Client against any loss, damages, costs expenses or other claims arising from any such infringement.

## **8.0 Confidentiality**

8.1 During the term of this Contract and thereafter each party shall hold in confidence and use only for the purposes of the performance of the Services and not disclose to any third party Confidential Information of the other. "Confidential Information" means any document, material, idea, data or other commercially sensitive information received by either party from or with the authority of the other which relates to a party's research and development, trade secrets or business affairs or which is marked as confidential.

8.2 Confidential Information does not include any document, material, data or other information, which a party can show (a) was known to such party, under no obligation of confidence, at the time of disclosure by the other party, or (b) became publicly known through no wrongful act by such party, or (c) was lawfully obtained by such party from a third party who in making such disclosure breached no obligation of confidence to the other, or (d) was independently developed by such party, or (e) was disclosed by the other party to a third party under no obligation of confidence. The obligations in Condition 8.1 shall not apply to any information which is required to be disclosed by law.

## **9.0 Publicity**

9.1 The Company reserves the right to disclose the fact that the Client is a customer for marketing purposes, and may freely use any information (provided that it is not Confidential Information) received in the performance of the Services for the purposes of case studies and/or other promotional material and for the purpose of benchmarking in relation to any particular industry or sector.

## **10.0 Cancellation**

10.1 Unless otherwise agreed or unless specified to the contrary in the Order either party may terminate this Agreement by giving not less than 48 hours written notice to the other.

## **11.0 Termination for default**

11.1 Either party may terminate this Contract with immediate effect by notice to the other if the other commits a material breach of this Contract and (in the case of a breach capable of remedy) does not remedy such breach within thirty days of receiving notice containing details of the breach, requiring it to be remedied and a warning of intention to terminate if it is not remedied.

## **12.0 Termination for Insolvency**

12.1 Either party may terminate this Contract with immediate effect by notice to the other if the other shall become "Insolvent". A party shall be "Insolvent" if any encumbrance takes possession of or a receiver or administrative receiver is appointed over any of its property or assets or if it makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to it or if it ceases or threatens to cease to carry on business.

### **13.0 Effect of termination**

13.1 Any termination of this Contract under Conditions 11 or 12 will be without prejudice to any other rights or remedies of either party under this Contract or at law, and will not affect any accrued rights or liabilities of either party or any provision of the Contract which comes into, or continues in, effect after termination.

13.2 On termination each party will return to the other any property of the other in its possession or control, except that the Company may retain one copy of any documentation in relation to the Services prepared by the Company or the Client, to enable the Company to maintain a professional record of its involvement.

### **14.0 Liability**

14.1 This Contract sets out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client whether in respect of breach of this Contract, any tortious act or omission including negligence arising under or in connection with this Contract, or otherwise.

14.2 Except as expressly provided in this Contract the Company gives no warranties or representations of any kind. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

14.3 Nothing in this Contract excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraud or fraudulent misrepresentation.

14.4 Subject to this Condition 14 the Company's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with the Services shall not exceed the total Charges (excluding for these purposes the cost of Media Space paid by the Client) payable for the Services hereunder; and b) in no circumstances whatsoever shall the Company be liable to the Client in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits, goodwill or business opportunity (whether direct or indirect) or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Company had been advised of the possibility of the Client incurring the same).

14.5 The Client acknowledges that it is solely responsible for any use it makes of the information, which results from performance of the Services by the Company. In particular, the Client acknowledges that the Company recommends that if the Client intends to use any information which results from the performance of the Services it should not do so without first carrying out a proper investigation of the matter and obtaining appropriate separate professional advice including but without limitation legal advice. The Client shall indemnify and at all times keep the Company fully and effectively indemnified from and against any and all liability, loss, damages and costs (including legal costs) incurred by the Company arising out of or in connection with any claim by any, employee or sub-contractor of the Client or other third party against the Company in connection with the Client's use of information which results from performance of the Services.

## **15.0 Force Majeure**

Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Contract if and to the extent that the delay or failure is caused by any matter beyond its reasonable control (including, without limitation act of God, war or civil war, riot or armed conflict, acts of terrorism, fire, flood, explosion, malicious damage, governmental restriction, condition or control, strike, lock-out or trade dispute, and shortage of labour or materials).

## **16.0 Notices**

16.1 Any notice given pursuant to this Contract shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to, or by email to, the address of the relevant party set out in this Contract or such other address as either party notifies to the other from time to time. Any notice given according to this procedure shall be deemed to have been given at the time of delivery (if delivered by hand or email), or 2 working days after posting (if sent by post in the UK), or 3 working days after posting (if posted overseas).

## **17.0 Assignment**

17.1 This Contract is personal to the Client and may not be assigned by the Client (in whole or in part) without the prior written consent of the Company.

## **18.0 Miscellaneous**

18.1 No delay or failure of either party in enforcing against the other any term or condition of this Contract, and no partial exercise by a party of any right hereunder, shall be deemed to be a waiver of any right of that party under this Contract.

18.2 If any of the provisions of this Contract shall be or become void in whole or in part, the remaining provisions shall remain valid and enforceable.

18.3 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these Conditions. Any right or remedy of a third party, which exists or is available apart from the Act is not affected.

18.4 The parties agree that any disputes arising or in any way connected with the subject matter of this Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England and in the case of proceedings shall be subject to the exclusive jurisdiction of the English courts.