

CONTRACT OF SALE

MuzeKode Sales Contract

1.0 Introduction

- 1.1** These terms constitute a binding and enforceable legal agreement between you or (“the buyer”) and MuzeKode UK (or any other names including the term ‘MuzeKode’ in this agreement, including “MuzeKode Web”, “MK Web”, “MuzeKode Websites” or “MuzeKode Services”, all wholly owned subsidiaries of MuzeKode UK, that govern your access to and use of the Services (as defined below).
- 1.2** By paying any invoice or using any MuzeKode Web services, you represent that you are:
 - 1.2.1** Between the ages 13 and 17 and have written permission from parents and/or carers that you are allowed a website from MuzeKode (in this case, you must get your parents/legal guardian to fill in all applicable forms for you and send an email about this to billing@muzekode.co.uk.)
 - 1.2.2** You are 18 years of age or older and are capable of entering into a legally binding agreement.
- 1.3** If you are a business entity, you also represent that you are:
 - 1.3.1** Duly authorised to do business in the country or countries where you operate; and your employees and representatives are also duly authorised to do business in the country or countries which you operate.
- 1.4** By purchasing any MuzeKode website, you agree that your information may be stored outside the European Union and used in our accounting software, run by Weebly Inc. and WaveApp.
- 1.5** By agreeing to these terms, you authorise MuzeKode Websites to charge your payment instrument when you pay invoices, complete transactions or incur fees when using any of the services offered by MuzeKode.
- 1.6** You are presumed to agree to the Terms below if you continue to use the MuzeKode website or you are a MuzeKode member (or have a MuzeKode account). This contract is recurring, until you cancel your

account if your details are on our system for any reason. This includes mailing lists, MuzeKode accounts, MuzeKode Website databases etc.

2.0 Definitions

Definitions for words in this document are below:

"Applicable Law": Any and all local laws, rules and regulations applicable to the Services.

"Buyer": A Customer using a Service to purchase goods and/or services from a Seller.

"Customer": A person who registers for the Service(s).

"Minor Change": A change in a clause

"Major Change": A change in a section

"Payment Instrument": A credit card, debit card, ACH-enabled checking or savings account, merchant gift card or other prepaid payment method, and/or other financial account that is registered in a Customer's MuzeKode Payments Account.

"Payment Transaction": The processing of a payment that results in the debiting, charging, or other related transaction, of the Purchase Amount to a Buyer's Payment Instrument.

"Processing Service": The Online Card Processing Service.

"Product": Any merchandise, good or service that a Buyer may purchase using a Service.

"Purchase Amount": The pound sterling amount of a Payment Transaction to pay for a Product, and any related fees, taxes or shipping charges, as applicable.

"Recipient": Customer who receives a payment from the Sender as the result of a P2P Payment. P2P Payments may not include business transactions, other than business transactions between individuals. The P2P Service also may not be used for charitable transactions.

"Service(s)": The MuzeKode products and services described on the MuzeKode website and in these Terms that are, or facilitate:

The Processing Service

MuzeKode Payments

Hosting

"We", "us": MuzeKode UK and any other companies and subsidiaries owned by MuzeKode and Jamkha Partnership

"You", "you": A person or business that applies to, or registers to use, or uses any of the services.

3.0 Statement of Work

3.1 MuzeKode will provide the web site design, development, programming and other consulting services (MuzeKode Services) to create the MuzeKode Website (as defined herein), all as set forth in each statement of work, or modification to statement of work, agreed to by the parties from time to time and attached and made a part hereof.

4.0 Work Product License

4.1 Developer grants to Client and Client accepts a non-exclusive, non-sublicenseable, perpetual, worldwide license to publicly perform, publicly display and digitally perform the Work Product on the Internet.

5.0 Ownership, Developer's and Clients Properties

5.1 As between Developer and Client, Developer will at all times be and remain the sole and exclusive owner of the Developer Properties, defined herein as any property, in any format used in or made part of the Work Product which is not provided by the Client or a Third Party. Except as expressly authorized in this Agreement, Client will not copy, modify, distribute or transfer (by any means), display, sublicense, rent, reverse engineer, decompile or disassemble the Developer Properties, including reverse engineering the website itself which design is Copyright © MuzeKode Websites.

5.2 As between Developer and Client, Client will at all times be and remain the sole and exclusive owner of Client Properties.

5.3 Except as otherwise set forth herein, nothing shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from one party to this Agreement to the other party.

6.0 You and your information

6.1 You are the sole person responsible for providing accurate registration information and keeping your information up to day, or notifying us in the event of changes.

6.2 Changes to your primary residence may require you to accept new MuzeKode terms of service for the country to which you have moved. In addition, as certain services are currently offered only in select

countries, changes to your primary residence address may result in your becoming ineligible for certain services.

7.0 You and your domain

7.1 MuzeKode accepts no liability for any consequences of using MuzeKode services, such as damage or profit loss arising from the use of, or trust in MuzeKode online services. If you do not purchase the Constant Updating package, your website is provided as is and will not be changed or updated without extra fees paid by you to us, outlined on our website.

7.2 MuzeKode also accepts no liability if, for any reason whatsoever, your website becomes temporarily or permanently unavailable. We will however do our best to refresh your services and fix your website if it is unavailable for more than 48 hours. MuzeKode also accepts no liability for any problems that arise from this unavailability, eg. profit loss, bankruptcy.

7.3 MuzeKode accepts no liability if your domain is not available following the purchase of the deposit and will communicate with you the best options.

8.0 Payment

8.1 Before making your website, MuzeKode will charge you a compulsory deposit (of £200 or more depending on your plan), if you do not pay this, your website will not be made.

8.2 Using a finance option ("loan") is a loan from MuzeKode. You are expected to pay the amount back according to the plan you have chosen as outlined below.

8.3 Cost of the loan

8.3.1 We will charge variable interest (as outlined on our website and in your invoices) which we will add to the loan when you open the loan amount. The total amount payable by yourself is the sum of interest and the loan.

8.3.2 We charge a fixed amount of interest which we add to the loan when we open the loan account. The total amount payable by you is the sum of interest and the loan.

8.4 Repayment of the loan

8.4.1 You must make the monthly repayments set out in your agreement. If a repayment date is a non-working day you must make the repayment (or we will collect it) on the next working day.

8.4.2 After you have made your first repayment, you can change the monthly repayment date if you contact us. We will not be able to change your next repayment date but we will change all subsequent repayment dates. You can only change the date twice in any 12 month period. Changing the repayment date will not affect the amount of interest on the loan.

8.5 Early Repayment

8.5.1 You cannot repay all, or part, of the loan early and must keep to the payment plan outlined in your invoice. You must pay as soon as possible after you receive the invoice.

8.6 Late Repayment

8.6.1 There may be severe consequences if:

8.6.1.1 We find that any information you provided as part of your application was materially incorrect or misleading; or

8.6.1.2 You are declared bankrupt or have any similar proceedings taken against yourself; or

8.6.1.3 We reasonably suspect any fraud; or criminal activity in connection with the website, repayments, or this agreement.

8.6.2 In any of these cases, we can:

8.6.2.1 demand immediate repayment of the loan;

8.6.2.2 bring legal action to recover the loan (which could include asking a court to order that, if a property you own is sold for any reason, some of the sale proceeds are used to repay this loan);

8.6.3 We will require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs; but we will give you advance notice and (unless the problem cannot be fixed)

the opportunity to fix the problem before taking any of these steps.

8.6.4 If we choose not to enforce our rights under this agreement at any time, we may enforce them at a later date instead.

8.7 Statements and Invoices

8.7.1 You may ask us at any time for a statement of account. This statement will set out:

8.7.1.1 details (including the amounts) of the repayments you still owe; the dates on which each repayment is due; and

8.7.1.2 a breakdown of each repayment showing how much comprises capital, interest and, if applicable, other charges.

8.7.2 We will not charge for this statement unless you require it in paper format by post, in which we will charge:

8.7.2.1 £2.50 if you live in the UK; and

8.7.2.2 £5 if you live elsewhere.

9.0 Cancellation

9.1 You can withdraw from this agreement (without giving any reason) by sending written notice seven days starting the day after we confirm that we have accepted the form and the agreement has begun. To tell us that you would like to withdraw, please use the details under "Important Information" below.

9.2 You must repay the loan, without delay, within 30 days, starting the day you tell us you would like to withdraw, together with interest for each day until you repay.

9.3 You may terminate your services with MuzeKode after the deposit is paid. You will receive £100 back if the website has not been started and £30 if it has been started. Please note that if your website has been started and you cancel, MuzeKode will hold your domain for up to 24 months, in which we will charge to release it.

9.4 You may terminate your services with MuzeKode after before the contract ends as long as you pay the remaining amount left on your

account. After 6 months however, you will have to wait until 12 financial months and 1 day from the start date of your contract. Please note that the start of your contract will be told to you by email, post or SMS and may not be the same date as the day you paid for your website.

10.0 Survival of Terms and Termination

10.1 Upon termination of the Services, or termination for these Terms for any reason, in addition to this entire section, the following sections and clauses shall survive termination: Clause 1.1, Clause 1.4, Clause 1.5, Sections 2-7, Sections 9-16.

11.0 English Language Controls

11.1 Any translation of these Terms and the MuzeKode website is provided for your convenience. The meanings of any terms, conditions and representations herein are subject to definitions and interpretations in the English (UK) language [EN-GB].

11.2 Any translation provided may not accurately represent the information in the original English language.

12.0 Modification of these Terms

12.1 MuzeKode have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms at any time by posting notification here or otherwise communicating the notification to you through the given email address.

12.2 The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services, after the 12 months is over. If you so require, you may, if you require, shut down your website before the end of the 12 months, but you must read sections 6 and 7 before cancellation.

13.0 Governing Law

13.1 These Terms of Service shall be governed by the laws of London, England, UK, except for England's choice of law rules, and applicable

United Kingdom laws. Each party agrees to submit to personal and exclusive jurisdiction of the courts located within the Metropolitan or City of London region, London, England. The parties specifically exclude from application to the Terms of Service the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

14.0 Limitations of Liability; Force Majeure

14.1 IN NO EVENT SHALL ANY MUZEKODE PARTY BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY MUZEKODE PARTY OR THE SERVICES, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE MUZEKODE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE MUZEKODE PARTIES TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE TERMS OF SERVICE EXCEED THE NET FEES MUZEKODE HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

15.0 Indemnification

15.1 You agree to indemnify, defend and hold harmless MuzeKode, and their subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (including without limitation, Metro Bank, Nationwide, Weebly, WaveApp, Register.com and relevant Customers) (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs

incurred by the Indemnified Parties arising out of, related to, or which may arise from:

- (a) your use of the Services;
- (b) any breach or non-compliance by you of any term of these Terms of Service or any MuzeKode Party policies;
- (c) any dispute or litigation caused by your actions or omissions; or
- (d) your negligence or violation or alleged violation of any Applicable Law or rights of a third party.

16.0 Other Provisions

16.1 The failure of MuzeKode or Jamkha to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and remain enforceable between the parties.

16.2 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. These Terms of Service, including MuzeKode or Jamkha's policies governing the Services referenced herein, constitute the entire agreement between you and with respect to the use of the Services. These Terms of Service are not intended and shall not be construed to create any rights or remedies in any parties other than you and MuzeKode, Google, and other MuzeKode affiliates which each shall be a third party beneficiary of these Terms of Service, and no other person shall assert any rights as a third party beneficiary hereunder.

17.0 Contacting Us

17.1 If you need to contact us (e.g. to update your contact details, to ask for information about repayment, to tell us you wish to withdraw from the agreement or to make a complaint, please;

17.1.1 Email us at finance@muzekode.co.uk

17.1.2 Call us on 0843 558 5560

18.0 Making a complaint

18.1 If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it from happening again.

18.2 MuzeKode is not regulated by the Financial Conduct Authority. We are not a bank, building society or other lending authority.