

HITCHED GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

IMPORTANT! PLEASE READ CAREFULLY. BY SIGNING UP AS A SUPPLIER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT LIMITATION OR QUALIFICATION. If you disagree with any of the terms that follow or do not agree to be bound by all such terms, do not click the accept button.

1. INTRODUCTION

(A) These terms and conditions (the "Terms of Use") govern the relationship between: (i) Immediate Media Company London Limited trading as hitched.co.uk (company registration number: 06189487) of Vineyard House, 44 Brook Green, London, W6 7BT ("Hitched"), who owns and publishes the website www.hitched.co.uk and other platforms and applications where www.hitched.co.uk can be accessed (the "Hitched Platform"); and (ii) any advertiser of wedding-related services available through the Hitched Platform ("you", "your" or "Supplier").

(B) The Terms of Use constitute a legally binding agreement between Hitched and you. Each Supplier who clicks on the accept button and signs up to advertise on the Hitched Platform is acknowledging that they have read, understood and agree to the Terms of Use.

2. REGISTERING A PROFILE

(A) The Hitched Platform is a place where Suppliers can advertise one or more of their goods and/or services (each a "Service") for hire to potential customers and communicate with those potential customers. We refer to the Hitched Platform users herein as "Customers". Suppliers advertise on the Hitched Platform by registering a profile ("Profile").

(B) To register a Profile, you are obliged

- to enter required details (such as name, email address, password, service category, locations covered) on the Hitched Platform's online form;
- to click and accept these Terms & Conditions;
- to agree to pay to Hitched the fee to advertise on the Hitched Platform for a 12 month period ("Fee");
- to enter valid debit or credit card details for payment of the Fee. The cost of each package (Basic, Premium and Enhanced) and applicable Fee is set out at <http://www.hitched.co.uk/suppliers/pricing.aspx>.

(C) Hitched reserves the right in its sole discretion at any time to decline to place or delete any Profile that appears to be capable of infringing, or be associated with the infringement of, any provision of these Terms of Use.

3. THE DASHBOARD AND CUSTOMER REVIEWS

(A) After registration you will be able to contribute advertising copy and photographs to the Profile which the Customers will then be able to view on the Hitched Platform.

(B) You will be able to manage your Profile online by accessing the management tab of your account (the "Dashboard"). In the Dashboard, you will have various functions available which are intended to assist you to manage services offered through the Hitched Platform and to keep the Profile updated. These functions, and the Dashboard

itself, are made available on an “as is” basis, and Hitched does not undertake that the Dashboard or its functions will be complete or error-free.

(C) Customers may post their own reviews of Suppliers Services (“Supplier Reviews”) on the Hitched Platform. You acknowledge and release Hitched from any and all liability in relation to such Supplier Reviews. Hitched reserves the right to delete any Supplier Reviews at any time in its sole discretion.

4. CONTACT BETWEEN SUPPLIER AND CUSTOMER

(A) The Customer shall be able to contact you in 2 ways:

- via contact information (email, phone number, website) provided by you during registration - whereby the Customer can contact you directly; and/or
- via the website enquiry form - whereby a request is sent to you by Hitched for you to then contact the Customer directly.

(B) Where we receive personal data from a Customer as a result of them using the website enquiry form and we make that information available to you through the Hitched Platform, we do so as a “data processor” (as defined in the General Data Protection Regulation). This means that, in respect of that data:

- i) we will only process the data on the Hitched Platform in accordance with your written instructions, and will not transfer it outside the EEA without your permission;
- ii) we will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks of processing the data;
- iii) we shall not sub-contract the processing of this data without notifying you of this;
- iv) we will assist you insofar as possible with fulfilling your obligations in responding to requests to exercise data subject rights from Customers, pursuant to Articles 32-36 of the GDPR;
- v) we will delete the data from the Hitched Platform or provide a copy to you (at your choice) at the end of this agreement; and
- vi) we will make available to you on request all information necessary to demonstrate compliance with our obligations under this clause.

(C) You shall process all personal data received from Hitched in accordance with all applicable data protection legislation (including but not limited to the General Data Protection Regulation). For the avoidance of doubt, you shall only use the Customer data provided by Hitched for the purposes of contacting the Customer in connection with their query unless you obtain separate permission directly from the Customer to use their data for any other purpose (including but not limited to marketing communications).

(D) Hitched is not and does not become party to any business or contractual relationship between you and the Customer and does not mediate between you and the Customer in the event of any dispute arising between you. Any terms, conditions, warranties or representations in a written or verbal contract between you and a Customer and will not bind Hitched, and Hitched makes no representations or warranties, implied or otherwise in relation thereto. The foregoing is without prejudice to any third party benefits to which Hitched is entitled.

(E) You unconditionally release Hitched, its affiliated companies, and their respective officers, directors, employees, agents, service providers, content providers and licensors from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute between you and the Customer.

5. PAYMENT AND PRICING

(A) You shall pay the Fee using the online payment form. All prices are for a 12 month term, whether you choose to pay annually or monthly. Monthly contracts will automatically renew for a further 12 month term unless cancelled before the expiry date by giving Hitched 2 month's written notice. Any renewal shall be subject to Hitched's then current terms and conditions.

(B) If you decide to withdraw from the Hitched Platform before the full year has elapsed, you will not be entitled to a pro-rated refund or the cancellation of any unpaid instalments unless the contract has been cancelled in accordance with clause 6(E).

(C) All sums stated in the pricing list are exclusive of VAT unless stated otherwise.

(D) You will submit valid credit/debit card details upon registration and keep this information up to date.

6. TERMINATION AND CANCELLATION

(A) Hitched may terminate this agreement at any time by giving you 2 months' written notice.

(B) Hitched may immediately terminate this agreement without notice in the event of any of conduct which Hitched in its sole and absolute discretion, considers to be unacceptable or in breach of the Terms of Use or any applicable law or regulation or which does or may tend to expose Hitched to any liability.

(C) No refund shall be due to you where termination is due to breach by you. A pro-rated refund shall be given by Hitched in the case of termination without cause by Hitched.

(D) The provisions of the Terms of Use shall survive any termination of the agreement for any reason, including, without limitation, indemnification obligations, disclaimers and limitations of liability.

(E) You have the right to cancel this agreement by notice in writing, at any time before seven working days has passed from the day after the agreement was entered into, in which case a full refund will be made.

7. RIGHTS AND OBLIGATIONS OF HITCHED

(A) Hitched shall be entitled to change the layout of the Hitched Platform at any time without prior notice.

(B) Hitched may occasionally undertake upgrades of the Hitched Platform in order to address technological developments. Maintenance works are therefore sometimes necessary, which can lead to restrictions on the Hitched Platform. Hitched will, where possible, aim to ensure that maintenance of the Hitched Platform that causes any such restriction is undertaken at a time when most Customers' usage is least affected.

8. COPYRIGHT

(A) All content that appears on the Hitched Platform, including, without limitation, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations, artwork, software, clips and other elements making up the Hitched Platform, are protected by copyright, database, trademarks and other intellectual property rights owned and controlled by Hitched or by other parties that have licensed or otherwise provided their materials to Hitched. Reproduction of the Hitched Platform by any means, in whole or in part, including the copying of text, graphics or designs, is prohibited.

9. FURTHER RIGHTS AND OBLIGATIONS OF THE SUPPLIER

(A) You shall submit truthful particulars about your identity and payment data and only offer in your Profile, Services which you are entitled and are in a position to serve to Customers.

(B) The forms made available by Hitched must be completed appropriately.

(C) You undertake to provide the Profile information, including all information concerning the Service, fully and accurately, and to keep the information updated. You shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

(D) You are required to keep your account login details secret and not to pass them on to third parties. Hitched will never ask you to disclose this data. If you are contacted by third parties and asked for login details, under no circumstances should you impart that data, but you must immediately notify Hitched of the situation. Should you notice that your account is being used by an unauthorised third party, you should immediately report the matter to Hitched and change your password.

(E) You must not misuse the Hitched Platform's email or messaging system.

(F) You are responsible for ensuring that your Profile does not infringe the law or the rights of any person or entity. Profiles must not contain false information, personal insults, anything slanderous or defamatory, or anything that infringes copyright or data protection law or other intellectual property rights.

(G) Hitched reserves the right to transfer these Terms of Use, and to assign or subcontract any or all of its rights and obligations under these Terms of Use, to a third party.

10. YOUR RIGHTS TO CONTENT

(A) Where you submit to or transmit through the Hitched Platform any content of any type, including text or images, you undertake and warrant that you have the right to do so, and have been granted the necessary consent by any copyright holder, persons featured or suppliers of featured items.

(B) To the extent that Supplier's Profile and other submissions may contain trademarks, you warrant that you have the right to use them, including sublicensing rights.

(C) By submitting any form of content to the Hitched Platform, you permit and hereby grant a royalty-free license to Hitched to display and disseminate the content in connection with the performance of these Terms of Use.

(D) Hitched shall have the right, but not the obligation, to monitor the content and user traffic of the Hitched Platform. Hitched shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Hitched Platform.

(E) Hitched has the right to use any content uploaded by you for external marketing purposes.

11. INDEMNIFICATION

(A) By agreeing to these terms of use you agree to indemnify, defend and hold Hitched and its parents, affiliates, subsidiaries, licensors and assigns and each of their respective employees, officers and directors harmless from and against any third party claims, alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defence, including, without limitation,

reasonable legal fees, arising out of or relating to any breach by you of these terms or use of the Hitched platform by you or via any hardware owned or controlled by you.

(B) In relation to third party claims you will cooperate as fully and as reasonably required in Hitched's defence of any claim. Hitched reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without Hitched's written consent.

12. PROHIBITIONS

(A) You shall not directly or indirectly:

- i) Except as permitted, with respect to the Hitched Platform, its content, and databases comprised in the Hitched Platform, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;
- ii) Monitor content on the Hitched Platform by means of robots, spiders, or other automatic instruments;
- iii) Use the Hitched Platform for purposes other than those referred to in these Terms of Use;
- iv) Use the Hitched Platform or the tools and services on the Hitched Platform for the purpose of offering a service for a hire other than a Service under a valid Profile;
- v) reproduce any portion of the Hitched Platform on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Hitched Platform, or any other framing technique to enclose any portion or aspect of the Hitched Platform, or mirror or replicate any portion of the Hitched Platform;
- vi) Upload or send to the Hitched Platform any content or programs, which on account of their size or nature, might damage Hitched's computers or networks;
- vii) Include content on the Hitched Platform that breaches any applicable criminal or other laws, or encourages any such breach;
- viii) Use or access the Hitched Platform in any way that might endanger any computer system or network, including by making available any virus (for which purpose, "virus" includes any program introduced into a system deliberately which carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk);
- ix) Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered "phishing" (whether primary, secondary or other) or that would give rise to criminal or civil liability;
- x) Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- xi) Refer to Hitched in any way that might lead someone to believe that the Supplier, any Service, Profile or linked website is sponsored by, affiliated with, or endorsed by Hitched.

13. HITCHED'S LIMITED LIABILITY

(A) You acknowledge that you use the Hitched Platform at your own risk and that, subject to the limitations set out herein, Hitched shall not be liable for any loss (whether direct, indirect, incidental or consequential damages) resulting from your use of the Hitched Platform. In the event of breach by Hitched of these Terms of Use your remedies shall be limited to damages which shall in no circumstances exceed the Fee.

(B) Hitched makes no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions or statements contained on the Hitched Platform. Reference to any product or third party does not constitute or imply its endorsement or recommendation by us. Views and opinions of Customers of the Hitched Platform do not necessarily state or reflect ours.

(C) Nothing in these terms excludes or limits Hitched's liability for death or personal injury arising from Hitched's negligence, or Hitched's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

(D) To the extent permitted by law, Hitched excludes all conditions, warranties, representations or other terms which may apply to the Hitched Platform or any content on it, whether express or implied.

(E) Hitched makes every effort to check and test the Hitched Platform however it does not guarantee that it will be secure or free from viruses or bugs. Hitched cannot accept any responsibility for any loss, disruption or damage to your data or computer system which may occur whilst using the Hitched Platform.

14. GOVERNING LAW AND ENTIRE AGREEMENT

(A) These Terms of Use are governed by English law and all disputes are subject to the exclusive jurisdictions of the courts of England and Wales.

(B) These Terms of Use contain the entire agreement between you and Hitched relating to their subject matter.

15. MISCELLANEOUS PROVISIONS

(A) Hitched recommends that you save your own copy of these Terms of Use in a separate file on your PC or in print-out form.

(B) If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these terms, which will remain in full force and effect.

(C) Hitched's failure to act with respect to a breach of these Terms of Use by you or others does not waive Hitched's right to act with respect to subsequent or similar breaches.

(D) The section titles in these terms are for your convenience only and do not have any legal or contractual effect.

(E) No waiver of any of these terms shall be of any force or effect unless made in writing and signed by one of our duly authorized officers.

(F) We reserve the right to modify or discontinue the Hitched Platform, or any portion thereof without notice.

(G) Hitched will not be responsible for any breach of these Terms of Use caused by circumstances beyond its reasonable control, including without limitation, acts of god, war, terrorism or technical difficulties.

(H) We shall be entitled to alter these Terms of Use at any time but this right will not affect the existing Terms of Use accepted by the Supplier.

16. Privacy

Please click on this [link](#) to access our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Date: January 2018