



REGISTRATION TERMS

INTRODUCTION

Thank you for being part of this amazing journey!

Deliveright helps visual artists deliver the final work to their clients while being sure they get paid for it.

A service like Deliveright requires lots of people to interact with each other (us included) within some kind of framework designed to safeguard everyone's legitimate interests. In essence, that framework is provided by these Registration Terms, (which we will refer to as the "Terms").

These Terms explain the basis on which Deliveright supplies the Services offered through its web and mobile device applications and/or its website located at www.deliveright.io and app.deliveright.io (which we will refer to collectively in this document as the "App" or the "Service").

When we use words like "we", "us" and "our" in these Terms, we are referring to Lifebox Memories Limited. Likewise, when we use words like "you" and "your", we are referring to you, whom, we hope, will soon be our registered user.

Please read these terms carefully before you commit to using any of our services.

INFORMATION ABOUT DELIVERIGHT

The App is owned and operated by Lifebox Memories Limited, a company registered in England and Wales with company registration number 09291209 whose registered office is located at Campus North, Sunco House, 5 Carliol Square, Newcastle upon Tyne, England, NE1 6UF. We can be contacted at the above address or by email at hello@lifebox.mobi.

REGISTRATION

Anybody can access the App, but in order to post content, view shared projects, accept and pay for projects or use other functionality that we provide from time to time, you must register. If you do decide to register, you do so on the basis of these terms.

Because of the way English law works, children are not capable of entering into contracts. Consequently, our users must be at least 18 years of age and you confirm that you are and that you are capable of entering into binding contracts.

Assuming then that you are over 18, capable of entering into contracts that are legally binding on you, your registration on these Terms gives rise to a contract between you and us that is indeed binding on both you and us and those that may later inherit the benefit of the contracts that we have formed.

You may not transfer or sell your rights under this contract to anybody else nor may you use it as security for anything. The nature of running a Service like Deliveright means that we may, for some reason have to 'assign' the contract that we've formed with you to another business (for example, as part of a restructure or if we are acquired by another company).

By accessing or using the App you agree to be bound by the Terms. You'll always be able to find a copy of these Terms on the website, but you might want to print off a copy for your records. If you do, please bear in mind, however, that the Terms might change in the future, especially since we may add functionality to the App over time. If we do change the Terms, we will, of course, contact you through the App or through email to let you know that the Terms have changed. If you continue to use the App after that, you will do so having accepted the new version of the Terms.

In order to use the App, either as an artist or as the client receiving artwork, you will need to register with us. We will need some information to personalise your experience, including:

1. Your first name
2. Your last name
3. A functioning email address.

Please bear in mind that when you create your Deliveright account, you are entering into a contract with us, that is of course, based on these Terms.

In registering, you are confirming that at least the information we need from you is accurate and up-to-date. You can change these details later by accessing your Profile page or by contacting us by email, as applicable.

DE-REGISTERING WITH US AND TERMINATING YOUR ACCOUNT

If you register and subsequently decide not to use the Service and terminate your account, all you have to do is email us at hello@lifebox.mobi and ask for your account to be deleted. This will also delete all your content and cannot be undone. Please note that this will result in your clients not being able to access or download the files you previously shared with them.

DATA PROTECTION AND PRIVACY

We mentioned above the minimum information that you'll have to provide us in order for your registration to be effective. Of course, that information alone will be enough to identify you personally and so for that reason, it is protected under the Data Protection Act 1998 (and probably equivalent laws in your jurisdiction, if you're not living in the UK).

You may want to supplement your profile with further information about yourself and the information you post may reveal more about yourself. We will handle that information in accordance with our Privacy Policy, which forms part of these Terms and thereby, our contract with you. We must be able to identify you as an individual from the information contained within your profile and to that extent only, you confirm that your

profile information is accurate and that you will keep it up to date.

CONTENT

As a photo and video delivery App, Deliveright is what its users make it. That said, there are core purposes for it (as outlined above) that encompass everything that we and our users do with it.

You agree that you are solely responsible and liable for all activities carried out through your use of the App and that you will not, under any circumstances, use your registration for actions that do not fall within those core purposes. In particular, you will not use your registration to “troll” our users or for the distribution of unsolicited and unwanted communications (whether commercial or otherwise), which you might know as “spam”. If you use the App to troll or to distribute spam, we’ll terminate your registration immediately.

In using the App, you’ll have the chance to upload and share photographs or other media. You promise that the content you upload will not be misleading, offensive, obscene, abusive, libellous, false, deliberately misleading, or otherwise illegal or unlawful. For short, let’s call this “Unlawful Content”. If you do post Unlawful Content, we reserve the right to remove it immediately. If we remove it we may let you know that we have done this but we reserve the right not to, should we consider your post to have been an intentional breach of these Terms. If we do remove your content, we may allow you to explain why you have posted the Unlawful Content but if your explanation is unconvincing or you take an unreasonably long time to respond, we may, at our discretion, delete the content permanently and/or terminate your registration.

You may have heard of the term “intellectual property”. Intellectual property is the term used to describe things that can be owned but which are not physical in nature. The owner of intellectual property doesn’t own something that is tangible but instead has the right to control how that intangible thing is used, hence the term “intellectual property rights”. Trade marks, patents and copyright are well-known and commonplace forms of intellectual property, but there are lots more besides. And if you use somebody else’s intellectual property rights without their permission (which is often referred to as a “licence”), you’ve “infringed” their rights.

When you post content of whatever nature to the App, you confirm that either you own the intellectual property rights in that content or, if those rights belong to someone else, that you have their permission to post it to the App. You also confirm that you will not post content that infringes the rights of others, whether users of the App or not.

We do not claim ownership of any content that you post on the App. Instead, you give us permission to reuse that content on a non-exclusive basis for the purpose of providing the Service to our users and customers wherever they may be in the world. That licence will enable us without charge to store, use, perform, display, and distribute that content, as the case may be.

You will be able to view the content that is made available to you by other users to whom you are connected. We grant to you a non-exclusive sub-licence to view that content. For the avoidance of doubt you should not share another user’s content unless you have written consent from that user.

Where intellectual property in content that you have uploaded belongs to somebody else, you confirm that the owner gave you their permission to grant us the same licence to reuse that content as if it was you that owned that intellectual property.

You may revoke the licence you have given us at any time, by emailing us at hello@lifebox.mobi to erase

your content. When you do this, your content will be removed from our live service as soon as possible, and from our back-ups over a reasonable time, as dictated by our internal security policy from time to time.

Please note however, that it may not be possible to remove content which has been downloaded by other users (your clients).

If you do not choose to delete your content, we will continue to store your content on our live service, and it will remain available to other (connected) users. This helps us create a positive user experience whether your account remains active or not.

If you stop using the App, but decide at a later date that you would like to also terminate your account and remove your content from our live service, then please email us at hello@lifebox.mobi.

Where you post content that infringes the intellectual property rights of somebody else, we may delete that content immediately should we be contacted by somebody complaining about it and bringing proof of it. We will contact you to let you know that we've done this (unless we are required not to by law) and you can contact us to explain what's happened or, perhaps, complain about what's happened (if you believe you had the right to use that content or that you believe you actually own it).

If you breach the terms relating to your content either by posting Unlawful Content or by posting content that infringes the intellectual property rights of others, there is a good chance that we are going to have to devote resources to dealing with the problem. This may involve spending real cash money on lawyers, investigators and the like. Consequently, where this happens you agree to fully compensate us, pound for pound, on demand for any and all such losses, whether in the form of direct expenses or for our loss of time or for other things that are readily quantifiable. In legalese, you 'indemnify us' and 'will hold us harmless'. Where we suffer other losses that are harder to quantify, we reserve the right to pursue you for the recovery of these. Our right to take action to recover such losses or to insist on this indemnity will survive the termination of your registration (which would otherwise terminate our contract with you).

One final thing on the subject of intellectual property rights. Just as you may own the content that you post to the App, so we own the framework and content that makes up the Service. That includes all the 'copy', the code, the look and feel and the trade marks and graphics and you can use all of that in making use of your registration in accordance with these Terms but absolutely no more than that. Even the copyright in these Terms and the other legal documentation you see on the website is owned by our lawyers and licensed to us for this purpose. Where you choose to use their things without asking, they would be most unimpressed. So please don't try to use any of the intellectual property that we provide for purposes that are not intended or envisaged by these Terms.

COMPLAINTS

If you come across any evidence to suggest that anybody else is using the Service in breach of these Terms, it would be a terrific help if you would let us know so that we can take action to stop them. Again, please feel free to contact us at hello@lifebox.mobi.

THE SERVICE

At any given time, we reckon we have a pretty good idea as to how well the functionality we've provided is working. We're working on new features all the time and occasionally, we may want to replace older

features with new, better ones. It is inevitable that from time to time we will provide features or functionality that seemed like a really good idea at the time but which, for whatever reason, don't really catch on with our users. So when this happens, we reserve the right under these Terms to add or remove functionality and features. We will do our best to give you some advance notice of this but from time to time, this might not be possible. For example, if something breaks and it is complicated to fix and not sufficiently popular to warrant dropping everything to fix, we may decide to withdraw it immediately. That withdrawal may be temporary or it may be that we withdraw it permanently, and we have the right to decide what's best in the circumstances.

It might be that new functionality requires changes or additions to these Terms or the Privacy Policy, so when we launch new features, you might want to check to see whether we've made any changes to either.

LIABILITY

Consumers enjoy protection under a variety of laws in different jurisdictions around the world. Most of our users will be using our App as a consumer. Nothing in these Terms is intended to undermine your protection either in England or wherever you happen to be when you access the Service. In English law, it would be unlawful for us to attempt to exclude or limit liability for personal injury or death arising from our negligence or for any loss you suffer as a result of our fraud or for any statement we make fraudulently intending you to rely on it in entering into this contract with us. It's pretty difficult to see how your use of the App could result in anybody suffering any kind of physical harm, but we just need to be clear about these things.

Bearing in mind always the exceptions we have mentioned in the previous paragraph, there are certain types of liability that we are permitted by law to limit or exclude and, accordingly, **WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) THAT YOU MIGHT SUFFER AS A RESULT OF USING THE APP, HOWEVER THAT LOSS DAMAGE OR EXPENSE MIGHT ARISE.** In case you're wondering, that bit has to be in capitals in order to comply with the laws of certain jurisdictions, including certain states in the USA.

In addition, **WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM OR FOR THE DELAY IN THE PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY EVENTS THAT ARE BEYOND OUR REASONABLE CONTROL.** This might include a failure of an internet service provider to deliver notifications or emails to you, for instance.

If we happen to make a statement that turns out to be untrue (whether orally or in writing) prior to your registration, then, unless that statement was made fraudulently by us, we will only be liable to you should that untrue statement result in us breaching these Terms. If it does not, the untrue statement has no impact on our relationship with you save insofar as it may impact on your legal rights as a consumer.

These limitations and exclusions of liability will survive the termination of your registration (which, in turn, would terminate our contract with you).

In making sure that our users and customers are satisfied and that the App is working efficiently, we may review the data being transmitted by you or any of our other users or customers. This does NOT mean, however, that we are under any duty to do this and we do not and will not assume any responsibility for this. Nevertheless, as we have indicated above, we may remove content posted by you or by other users or

customers if that content contravenes these Terms or the user or customer posting that content is in breach of these Terms. Likewise, if you see content that offends you, please do let us know and we will look into it.

You also need to be aware that viruses can be transmitted via websites, not just email. So if you want to make sure that your systems are safe from infection, you should run suitable security software because WE HEREBY EXCLUDE LIABILITY FOR ANY VIRUS INFECTION OR OTHER HARM CAUSED TO YOUR SYSTEMS THROUGH YOUR USE OF THE APP OR WHEN FOLLOWING ANY LINKS TO WEBSITES RUN BY OTHER PEOPLE.

There may come occasions where we choose not to insist on your total compliance with your obligations under these Terms or that, where you've breached the Terms, that we don't make use of our rights to take action against you. This does NOT mean, however, that we are waiving those rights. We can take action against you later if we so choose, and at any time during the lifetime of your registration (or indeed, where necessary, at any time after the termination of your registration), we can return to the issue and insist upon your compliance.

THIS CONTRACT

From time to time, we will give you information relating to your use of the App. This might be information about new functionality or old functionality that we are going to withdraw. It might be to let you know that we have made changes to these Terms or the Privacy Policy. We will send this information to you in the form of notifications via the App. We might also send an email to the address you have given us when registering (which is why we need you to keep that email address up-to-date). English law requires that certain information that we might have to pass to you has to be in writing, so you accept that information we provide to you electronically is indeed 'written' for this purpose.

If, for some reason, you need to communicate with us for contractual purposes, you can do this by email addressed to hello@lifebox.mobi but if you really feel the need, you can send us a letter by post, sent to our trading address (see above).

Information that we send to you or you send to us for contractual reasons we'll call "Notices" for the purposes of these terms. There may be times when we all need to know when such a Notice was received. To make things easy, those Notices will be deemed to be received as follows. A Notice sent by us to you via a notification sent to your account via the website or an email sent by you to us or us to you, will be regarded as having been received the day AFTER it is sent, just to give everyone a reasonable chance to pick it up. If a Notice is sent in either direction by letter (probably from you to us, since we won't know, nor will we necessarily want to know, your residential address), that Notice will be regarded as having been received (assuming that it was properly stamped and sent by first class mail) three days AFTER the day on which it was sent, or in the case of a letter sent from overseas by airmail, ten days AFTER the day on which it was sent.

It might just be that at some point in the future, a court or some other authority has cause to review these Terms and in so doing, rules that some or other part of them is invalid, unlawful or unenforceable. Obviously, that could cause a bit of a problem, certainly for us and possibly also for you. So, in the very unlikely event that something like that happens, there will be two consequences. First, everybody accepts that the rest of the Terms will remain in place between us and that the contract will survive intact with the problematic element removed. Second, the authority or court taking action may compose a replacement

for the stricken terms that do as good a job as reasonably possible as the job previously done by the terms removed or, where the authority or court taking action declines to do so, you agree that we may replace those terms ourselves with something else that complies with the ruling.

Everything relevant to our contractual relationship with you is set out either in these Terms or in the Privacy Policy. We have no earlier contractual arrangement or understanding with you or any sort. If there is anything that you seek to rely on in creating your registration, please disregard it right now, because in submitting your registration and accepting these Terms, you must acknowledge that in registering to use the App, you haven't relied upon any statement made or promise given by us, whether stated plainly or implied from our conduct UNLESS that representation or statement is repeated either in these Terms or in the Privacy Policy. We have to have this rule because (1) we need some certainty about our relationship with you, and (2) because imagine having thousands of customers and having different, potentially undefined contracts with each: it just wouldn't work.

In England, there is a law that gives third parties (that is, people who are not 'party' to a contract) certain rights to enforce terms that are intended to benefit them. This is called the Contracts (Rights of Third Parties) Act 1999. We can't think of a situation where this might come into play, but just to be clear, any right of a third party to take action under that law is excluded. There may be other situations where third parties can take action and where we are not permitted to exclude that possibility, such third party rights remain, so you might want to bear that in mind.

This concludes these Terms and as soon as you create an account, you will have a binding contract with us. All that is left for us to say is that your contract with us is subject to and governed by English law. Any dispute that arises from our relationship with you or your use of the App will be subject to the exclusive jurisdiction of the courts of England and Wales.