

NOTIFY MBSE MOBILE APPLICATION - TERMS OF SERVICE

Last updated: 01/02/2024

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies, and obligations. By clicking on the 'Accept' button, you agree to be bound by these Terms. If you do not agree to these Terms, click on the 'Reject' button below, however, please note that if you do not agree to these Terms then you cannot use the Notify MBSE App (as defined below).

These Terms constitute a legally binding agreement ("**Agreement**") between you and MBS Equipment U.K., Limited (a company registered in England and Wales under company number 12407830 whose registered office is at Lakeside Road, Colnbrook, Slough, England, SL3 0EL).

Your access to and use of the Notify MBSE application and the Services is subject to these Terms of Service.

While we will always have a copy of our current Terms available on the Notify MBSE application (including the 'Last Updated' date), you should print off or save a local copy of the Terms for your records.

1 Description of the Notify MBSE Application

- 1.1 MBS Equipment U.K., Ltd (**MBS Equipment**) is a provider of specialist lighting, grip, and related equipment to the movie industry. The MBS Equipment 'Notify' mobile application (the "**Notify MBSE App**") is designed for use by existing MBS Equipment customers whilst working on set. The Notify MBSE App allows registered users to notify MBS Equipment of any damage to equipment hired by MBS Equipment to the customer (and provided photographs of the damaged/malfunctioning equipment).
- 1.2 Users will be asked to create an account by providing an email address and creating a username and password. You must keep your password secure.
- 1.3 The Terms govern your relationship with us and set out the terms and conditions by which you may access and use the Notify MBSE App and any related services (the "**Services**").
- 1.4 For the purposes of these Terms, "**you**" and "**your**" means you as the user of the Services.
- 1.5 In these Terms use of the words "include", "includes" or "including" shall be construed to mean "include without limitation", "includes without limitation" or "including without limitation."

2 Licence

- 2.1 We here by grant you a personal, revocable non-transferrable, non-assignable and non-sub-licensable licence to use:
 - the Notify MBSE App mobile application software (the current version of the application is shown in the application), the data supplied with the software, and any updates or supplements to it; and

- the Services,

as permitted in these Terms. We reserve the right to change or update the Version of Notify MBSE App without any previous notice. The information about current version can be found in the About section of the Notify MBSE App.

2.2 You agree that the Notify MBSE App is personal to you and is licensed only to you. You shall not assign, sub-licence, transfer or grant any rights of use or any other rights in respect of the Notify MBSE App to any other person.

2.3 The Notify MBSE App is provided for professional business purposes only and is not intended for use by consumers or the general public.

3 **Your Privacy**

3.1 Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Notice](#).

4 **Your use of the Notify MBSE App and the Services and Limitations**

4.1 The Notify MBSE App is available on iOS and Android via the Apple Store and the Google Play Store, free of charge.

4.2 The Notify MBSE App requires a smart mobile telephone or handheld device capable of downloading mobile applications with a minimum of 6MB of memory and the Android 12 or iOS 13 operating system.

4.3 If you download the Notify MBSE App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

4.4 We strive to offer the Service without significant interruptions. However, it may occur that the Service is completely or partially unavailable for certain periods of time for reasons of planned or unplanned downtime, for maintenance or in case of technical difficulties. We give no guarantee that the Service will be available at any time and will have no liability if the Service is not available at any time.

4.5 We reserve the right to require you to change any username that becomes inactive, infringes any intellectual property rights (including trademarks), or which may mislead other users.

4.6 Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- (a) Access or use the Notify MBSE App or the Services if you are not aged 18 years old or over, or if you are otherwise unable to agree to these Terms.
- (b) make copies, modify, adapt, translate, reverse engineer, disassemble, decompile, or create any derivative works based on the Services or the Notify MBSE App, including any files, tables, or documentation (or any portion thereof) or determine or attempt

to determine any source code, algorithms, methods, or techniques embodied in the Notify MBSE App or any derivative works thereof unless any such activities are expressly authorised by us in advance in writing;

- (c) distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- (d) market, rent or lease the Services for a fee or charge, or use the Notify MBSE App to advertise, market, promote or perform any commercial solicitation unless such activities are expressly authorised by us in advance in writing;
- (e) use the Services, without our express written consent, for any commercial or unauthorised purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- (f) interfere with or attempt to interfere with the proper working of the Services, hack or disrupt the Notify MBSE App, or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- (g) incorporate the Notify MBSE App or any portion thereof into any other program or product and, in such case, we reserve the right to refuse service, terminate accounts or limit access to the Services at our sole discretion;
- (h) extract, 'scrape', crawl, cache or utilise any data or information from the Service, including using an automated system or software, whether operated by a third party or otherwise;
- (i) record, screenshot or otherwise store and/or share videos or images obtained through the Notify MBSE App in any medium including without limitation in any personal device;
- (j) impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute, or otherwise make available emanates from the Services;
- (k) intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation, or age;
- (l) use or attempt to use another's account, service, or system without written authorisation from us, or create a false identity on the Services;
- (m) use the Services in a manner that may create a conflict of interest for you or us or that undermine the purposes of the Services;
- (n) use the Services to either intentionally, recklessly, or negligently upload, transmit, distribute, store, or otherwise make available:
 - (i) any material which does or may infringe applicable laws or which infringes someone else's rights;

- (ii) any viruses, trojans, worms, logic bombs or other code or material that is malicious or technologically harmful;
- (iii) any unsolicited or unauthorised advertising, solicitations, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other prohibited form of solicitation;
- (iv) any material which does or may infringe any copyright, trademark, or other intellectual property of any other person;
- (v) any material which infringes privacy or personality rights of any other person or deceased person;
- (vi) any material which is defamatory of any person, obscene, offensive, pornographic, hateful, or inflammatory;
- (vii) any material that would constitute, encourage, or provide instructions for a criminal offence, dangerous activities, or self-harm;
- (viii) any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset any other person;
- (ix) any material that contains a threat of any kind, including threats of physical violence;
- (x) any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- (xi) any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide;
- (xii) any material that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose us, the Services or its users to any harm or liability of any type.

4.7 We reserve the right, at any time and without prior notice, to permanently or temporarily remove or suspend access to content on or accessible through the Notify MBSE App if in our sole opinion the content breaches or potentially breaches these Terms, third party rights (including intellectual property rights), applicable laws or regulations or is otherwise harmful to the Services, our users or third parties.

5 Updates to the Notify MBSE App and Changes to the Services

5.1 From time to time, we may automatically update the Notify MBSE App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Notify MBSE App for these reasons.

5.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Notify MBSE App and the Services.

6 **Intellectual Property Rights**

- 6.1 You agree not to infringe intellectual property rights of any person while using the Services.
- 6.2 All intellectual property rights in the Notify MBSE App, any documentation we may provide and the Services throughout the world belong to us (or our licensors) and the rights in the Notify MBSE App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Notify MBSE App, the documentation or the Services other than the right to use them in accordance with these terms.
- 6.3 MBS Equipment will own, and you hereby assign (by way of a future assignment) to MBS Equipment all intellectual property rights in the images or data which you upload to the Notify MBSE App. To the extent that such intellectual property cannot be assigned to MBS Equipment, you grant MBS Equipment a worldwide, royalty free, transferrable, sub-licensable and perpetual licence to use such intellectual property rights. You agree not to use images or data uploaded to the App for any purpose other than as required to make use of the Notify MBSE App

7 **Indemnities**

- 7.1 You agree to, indemnify MBS Equipment and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors in full and on demand from any and all claims, liabilities, costs, damages, losses and expenses (including, but not limited to, legal fees and expenses calculated on an indemnity basis) arising out of or in connection with any breach by you (or any user of your account for any of the Services) of these Terms, including but not limited to a breach of your obligations, representation and warranties.

8 **Exclusion of Warranties**

- 8.1 These Services are provided "as is" and we make no warranty or representation to you with respect to them. In particular, we do not warrant to you that:
- (a) your use of the Services will meet your requirements;
 - (b) your use of the Services will be uninterrupted, timely, secure or free from errors;
 - (c) any information obtained by you as a result of your use of the Services will be accurate or reliable or free from error; and
 - (d) defects in the operation or functionality of any software provided to you as part of the Services will be corrected.
- 8.2 To the extent allowed under applicable law, no conditions, representations, warranties, statements or other terms (included any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.
- 8.3 We may change, suspend, withdraw or restrict the availability of all or any part of the Notify MBSE App for business and operational reasons at any time without notice.

9 **Limitation of Liability**

- 9.1 Nothing in these Terms shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability for fraud, or for any other liability that cannot be excluded or limited by law.
- 9.2 Subject to clause 9.1 we will not be responsible to you or any of the following losses (whether direct or indirect): profits, business, revenue, contracts, reputation anticipated savings, data, goodwill or wasted expenditure) or any indirect or consequential loss in connection with the App.
- 9.3 Subject to clause 9.1 we are not responsible for delays outside our control (whether caused, for example by inclement weather, fire, flood or other natural disaster, accident, trade dispute, government action, epidemic, pandemic, or any other reason beyond our control).
- 9.4 You are responsible for any mobile, data usage or other network connection charges that may apply.
- 9.5 Subject to clause 9.1 the Notify MBSE App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.
- 9.6 Subject to clauses 9.1 to 9.5, our total aggregate liability whether in contract, tort (including negligence), under any statute or otherwise arising out of or in connection with these Terms and the provision and receipt of the Services and the Notify MBSE App (including any legal or other professional costs relating to claims, proceedings or allegations concerning the same) will be limited to £500 (five hundred pounds).
- 10 Termination and Account Blocking**
- 10.1 We reserve the right to temporarily or permanently suspend or terminate your user account or impose limits on or restrict your access to parts or all the Services with or without notice at any time for any or no reason.
- 10.2 If your account is not used for a period of 12 months or more, we will have the right to suspend access to and delete your account.
- 10.3 Subject to any statutory rights you might have, if your account is temporarily or permanently suspended or terminated, access to your username, password, and any related information or content associated with your account may be suspended or terminated. As we do not guarantee the permanent availability of your content, you should make backups of any content you value.
- 10.4 If you no longer want to use our Services, you can request the deletion of your account by emailing NotifyMBSE@mbseco.uk. Please be aware that once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.
- 10.5 In the event of termination of this Agreement, the following provisions of the Terms shall survive the termination: Clauses 6 (Intellectual Property Rights), 9 (Limitation of Liability), 7 (Indemnities), 8 (Exclusion of Warranties), 12 (Other Terms).

11 Changes to the Terms

11.1 We reserve the right to modify these Terms at any time. The revised Terms will be posted on the App dated as of the “Last Updated” date at the top of these Terms. We will also ask you to confirm your agreement to the revised Terms on your next login to the App. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate this Agreement, your continued access to or use of the App will constitute acceptance of the revised Terms. We reserve the right to alter these Terms of Use at any time.

12 Other Terms

12.1 Governing Law and Jurisdiction: These Terms and any dispute arising out of them or their subject matter (including non-contractual disputes or claims) will be exclusively governed by and construed in accordance with English law. The English Courts will have exclusive jurisdiction in any dispute (including non-contractual disputes or claims).

12.2 Severability: If a court or relevant authority finds any part of this Agreement illegal, invalid or unenforceable, the rest will continue in full force and effect. Each of the paragraphs of these Terms operates separately.

12.3 Entire Agreement: Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards provided by us, these Terms constitute the entire Agreement between us and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between us and you in relation to the access to and use of the Notify MBSE App.

12.4 Third Parties: These Terms do not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12.5 No Waiver: if we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breach of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.6 We May Transfer the Agreement: we may transfer our rights and obligations under these Terms to another organisation.

12.7 You Need Consent to Transfer Your Rights: you may only transfer assign or sub-licence your rights or your obligations under these Terms to another person if we agree to this in writing (such agreement to be given or withheld in our absolute discretion).

12.8 Security: you are responsible for configuring your information technology, computer programmes and platform to access the Notify MBSE App. You should use your own virus protection software.

12.9 Open Source: The Notify MBSE App uses certain components under open-source licence terms. Details of these components and the licence terms under which they are used are set out [here](#).

12.10 Questions:

You can contact us (including if you want to make a complaint) by using the following contact details: NotifyMBSE@MBSECO.UK

We can contact you through the app or with the email address provided when creating an account.

- 12.11 Supplemental Terms – App Stores: The ways in which you can use the Notify MBSE App and the Services may also be controlled by the rules and policies of the Apple Store and the Google Play Store, and the rules and policies of the Apple Store and Google Play Store will apply instead of these terms where there are differences between the two.
- 12.12 No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Notify MBSE App.