

FLICKBOOK TERMS AND CONDITIONS OF SALE

These terms and conditions are the terms and conditions upon which Bob Books agrees to provide the Service to the Customer. If Bob Books accepts the Customer's Submission, the Customer will be legally bound by these terms and conditions. **PLEASE READ CLAUSE 10 OF THESE TERMS AND CONDITIONS CAREFULLY WHICH LIMITS BOB BOOKS' LIABILITY TO THE CUSTOMER.**

1. Definitions

1.1. The following terms will have the following meaning in these terms and conditions:

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| "Bob Books" | Bob Books Limited (Company Number: 5691816) of 241A Portobello Road, London, W11 1LT; |
| "Customer" | the customer making a Submission under these terms and conditions; |
| "Content" | photographs and other related content belonging to the Customer to be included in a Customer's Flickbook contained in a Submission; |
| "Fee" | the fee for producing a Flickbook for the Customer as set out on the Site; |
| "Flickbook" | a soft bound book product produced by or on behalf of Bob Books for the Customer containing the Content in the format set out in a Submission; |
| "Service" | the service called "Bob Books" provided by Bob Books to the Customer via the Site, whereby Bob Books provides a download of the Flickbook Generator and produces Photo-book(s) for the Customer pursuant to Submission(s); |
| "Site" | the website accessible via www.bobbooks.co.uk < http://www.bobbooks.co.uk > and all sub-domains thereof owned and operated by Bob Books; |
| "Submission" | submission of the Customer's Content for a Flickbook made via the Site containing that Content in the format created by the Customer using the Flickbook Generator . |
| "Flickbook Generator" | Bob Books' proprietary webtool designed for the purpose of the Service with which Content can be imported into a personalised format for a Flickbook; |

2. Flickbook Generator

- 2.1. The Flickbook Generator is properly licensed to Bob Books and the Customer may use the Flickbook Generator free of charge subject to the following terms.
- 2.2. By placing a Flickbook order from the Site, the Customer accepts the terms relating to the Flickbook Generator set out in these terms and conditions. If the Customer does not accept these terms, the Customer must not use the Flickbook Generator on any computer.
- 2.3. Bob Books grants the Customer a free, non-exclusive licence use the Flickbook Generator for personal, non commercial use only, strictly for the sole purpose of importing and formatting their own Content to submit to Bob Books via a Submission.
- 2.4. The Customer will not:
 - 2.4.1. use, copy, transfer or distribute the Flickbook Generator or part of it other than as permitted by these terms and conditions;
 - 2.4.2. modify, adapt, merge, translate, decompile, disassemble, or reverse engineer the Flickbook Generator .
- 2.5. The licence granted under clause 2.3 above will terminate automatically if the Customer fails to abide by any of these terms and conditions.
- 2.6. The Customer will use the Flickbook Generator at the Customer's own risk and in no event will Bob Books be liable to the Customer for any loss or damage of any kind (except personal injury or death arising from Bob Books' negligence) including lost profits or other consequential loss arising from the use of or inability to use the Flickbook Generator or from errors or deficiencies in the Flickbook Generator.

3. Importing and Editing Content

- 3.1. The Flickbook Generator will enable the Customer to:
 - 3.1.1. import Content into a Flickbook on the Customer's own personal computer or similar equipment; and
 - 3.1.2. edit the Content of the Flickbook and create a personalised format for the Flickbook using the Customer's sole discretion.
- 3.2. The Customer acknowledges and agrees that:

- 3.2.1. the Customer will import and edit Content using the Flickbook Generator at the Customer's own risk and Bob Books will not be liable for any damage caused to any Content as a result of the Customer's use of the Flickbook Generator;
- 3.2.2. Content will be correctly and accurately imported and edited by the Customer using the Flickbook Generator which will be entirely the Customer's responsibility.
- 3.3. The Customer's use of the Flickbook Generator is subject to the limitations on Bob Books' liability set out below and the warranties given by the Customer under the headings Limitation of Liability and Warranties below.

4. Submissions

- 4.1. The Customer will post their Submission(s) via the Site in accordance with the instructions set out on the Site. Bob Books reserves the right to:
 - 4.1.1. reject any Submission received from the Customer for any reason;
 - 4.1.2. refuse to include any Content contained in a Submission in a Flickbook on reasonable grounds, especially in the spirit of good taste and decency, or to comply with any relevant legislation or codes of practice.
- 4.2. No Submission will be validly submitted other than via the Site. Conditions stipulated by the Customer in the course of making a Submission will be void.
- 4.3. Making a Submission is deemed to be an acceptance by the Customer of these terms and conditions and the Customer will be required to tick to confirm the Customer's acceptance of these terms and conditions prior to acceptance of the Customer's Submission by Bob Books.
- 4.4. No Submission will be deemed to have been accepted by Bob Books until Bob Books notifies the Customer in writing (which may be by e-mail) accepting the Submission and notifying the Customer of any relevant reference number.
- 4.5. The Customer must ensure that the Content and format of the Submission and any other information in or relating to the Submission is complete and accurate.

5. Service

- 5.1. In consideration of payment by the Customer to Bob Books of the Fee for each Submission plus any cost of postage and packing set out on the Site, Bob Books agrees to produce or arrange for the production of a Flickbook for the Customer in accordance with the Submission.
- 5.2. Although Bob Books takes every precaution to ensure all Flickbooks appear correctly, it is the Customer's responsibility to check their Submission, since Bob Book's will simply reproduce the Submission "as is" in the relevant Flickbook in the course of providing the Service and no amendments or changes to the Submission can be made after it has been submitted.
- 5.3. Bob Books provides the Service as a mere conduit for the reproduction of the Content in the Flickbook and Bob Books does not exercise any input, selection or alteration of the Content whatsoever. Bob Books may use a contractor to produce the Flickbook and such contractor will not exercise any input, selection or alteration of the Content whatsoever nor will Bob Books be liable for the actions or omissions of such contractor.
- 5.4. The Customer agrees and accepts that Bob Books has no responsibility to review the Content or any other information contained in or relating to the Submissions all of which are provided to Bob Books on the basis that Bob Books will not exercise any control or judgment of the Content or other material contained in the Submission.
- 5.5. For the avoidance of doubt, the Service does not include any other services other than the simple reproduction of Photo-book(s) in the format set out in Submission(s).

6. Fee and Payment

- 6.1. The Fee must be pre-paid by the Customer on submitting a Submission. Payment must be made online via the Site by credit or debit card or such other payment methods as noted on the Site. The Service will not be provided and hence no Flickbook will be produced by or on behalf of Bob Books for the Customer unless and until the Fee for that Flickbook has been received in cleared funds by Bob Books.
- 6.2. The Fee is subject to change from time to time by Bob Books and such a change will be notified by amending the Fee as set out on the Site. Any increase in the Fee will only apply to a Submission placed after the date of the increase, and will not apply retrospectively.
- 6.3. Payments and transactions are managed for Bob Books Ltd by SagePay. All online transactions are encrypted using a secure 128 SSL certificate. Transactions will appear on bank statements as "Bob Books".

7. Cancellation

- 7.1. Subject to these terms and conditions, the Customer may cancel its Submission by e-mail quoting the relevant reference number of the Customer's Submission to the e-mail address designated for cancellations as set out on the Site.
- 7.2. In the event that the Customer cancels its Submission within 7 days following the date of posting its Submission, provided that Bob Books has not commenced production of the relevant Photo-book, Bob Books will refund the Fee paid for the relevant Submission.
- 7.3. In the event that the Customer cancels its Submission after production of the relevant Flickbook has commenced, the Fee paid to Bob Books relating to the relevant Submission will be non-refundable.

8. Returns Policy

- 8.1. The Customer may return Flickbooks which are undamaged, still packaged and fully marketable to Bob Books for any reason within 7 days of delivery for a full refund subject to this clause 8. Acceptance of such returns for refund will be entirely at Bob Books' discretion. Otherwise, all Flickbooks will be deemed to be accepted by the Customer on delivery or deemed delivery.
- 8.2. Where the Customer returns any Flickbook in accordance with this clause 8, then the Customer will have no further rights whatsoever in respect of the supply to the Customer of that Flickbook or any failure by Bob Books to supply that Flickbook in accordance with this Agreement.
- 8.3. Returned Flickbook orders must be returned to Bob Books Ltd, 241a Portobello Road, London, W11 1LT

9. Delivery of Flickbook

- 9.1. Unless otherwise agreed in writing by Bob Books, delivery of the Flickbook pursuant to a Submission will take place once the Flickbook is despatched by Bob Books its contractors as the case may be.
- 9.2. Any dates specified by Bob Books for delivery of the Flickbook are intended to be estimates only and time for delivery will not be of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 9.3. Any liability of Bob Books for non-delivery of the Flickbook will be limited to replacing the Flickbook within a reasonable time or issuing a credit note for the Fee. Bob Books will require reasonable evidence of non-delivery and will not be liable for more than one replacement of an undelivered Photo-book.

10. Limitation of Liability

- 10.1. The Customer acknowledges that the following provision reflects a fair allocation of risk. These terms and conditions set out Bob Books' entire liability to the Customer and all other liability of Bob Books to the Customer is hereby excluded, subject that nothing will exclude or restrict Bob Books' liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from Bob Books' negligence or wilful default, its servants, agents or subcontractors.
- 10.2. The Customer agrees that Bob Books' total liability under these terms and conditions will not exceed (death or personal injury excepted) the Fee paid by the Customer to Bob Books relating to the relevant Submission giving rise to the alleged claim, including where such liability arises out of Bob Books' negligence.
- 10.3. In no event will Bob Books be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the provision of the Service, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage will constitute direct loss for the purposes of this agreement.
- 10.4. The Customer will be entirely responsible for the Content and the Submission. Bob Books will not be liable for any error made by the Customer with regard to the Content or in the Submission. In the event of an error or omission in the reproduction of the Content in the production of the relevant Flickbook as set out in the relevant Submission which materially detracts from it, Bob Books' liability for any such error or omission made by Bob Books will not exceed the LESSER of the following:
 - 10.4.1. the amount of a full refund of the Fee relating to the relevant Submission in question; or
 - 10.4.2. the cost of re-producing the relevant Flickbook in question.

11. Warranties

- 11.1. The Customer warrants and undertakes that the Content and Submission will not contain any content, information or material (including images and text) which:

- 11.1.1. is unlawful or which gives rise to civil or criminal liability;
- 11.1.2. is abusive, illegal, pornographic, defamatory, libellous, untrue, discriminatory, obscene, inflammatory or racist;
- 11.1.3. infringes upon the Intellectual Property Rights (as defined in clause 12.1 below) of any third party;
- 11.1.4. is technically harmful such as computer viruses, worms, logic bombs or other malicious Flickbook Generator or harmful data;
- 11.1.5. is fraudulent, false or misleading;
- 11.1.6. harasses any person;
- 11.1.7. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or contains, links to or directs persons to such material;
- 11.1.8. may bring Bob Books or the Site into disrepute.
- 11.2. Notwithstanding the above, the Customer warrants that the Customer will be truthful and honest in its use of the Service and use the Service in a responsible and reasonable manner and only in a manner envisaged by these terms and conditions.
- 11.3. The Customer warrants that where necessary, all appropriate permissions have been obtained for use of any third party material contained in the Content.
- 11.4. Any breach of these warranties will entitle Bob Books to refuse to produce the relevant Flickbook at Bob Books' discretion and Bob Books may at its discretion cancel all or any other Submissions made by the Customer and terminate this agreement without notice.
- 11.5. Bob Books does not give any warranties with regard to the Flickbook Generator or Service or with regard to any Flickbook and to the maximum extent permitted by law, Bob Books excludes liability for all representations (except those made fraudulently), warranties, conditions and other terms which but for this notice would have effect or be implied.
- 11.6. The Customer will indemnify and hold harmless Bob Books in full and defend at its own expense Bob Books against all claims, liabilities, costs and losses whatsoever and howsoever incurred by Bob Books its servants or nominees arising out of any claim made against it in any jurisdiction in the world as a result of the breach by the Customer of the above warranties.
- 11.7. You are responsible for the security and use of any password or login identifier issued to you in connection with the provision of the Services and you must take all reasonable steps to ensure that such identifiers are kept confidential and secure and that you do not allow any other person without your authority to use the Services using your password or identifier.

12. Intellectual Property Rights

- 12.1. All copyright, design rights, database right, patents, personality rights and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade marks (whether registered or unregistered) and any applications therefore ("Intellectual Property Rights") in the design, development, look and feel and concept of the Flickbook and all Intellectual Property Rights in the Flickbook Generator are the property of or properly licensed to Bob Books. All such rights of Bob Books are hereby asserted and reserved.
- 12.2. All Intellectual Property Rights in the Content and Submission are the property of or properly licensed to the Customer, and the Customer grants to Bob Books a free licence to use such Intellectual Property Rights in the Content and Submission as necessary for the purposes of providing the Service.
- 12.3. The Customer alone will be responsible for the Customer's Submission and Content and the Customer represents to Bob Books that such Submission will not involve, contain or include Content or other material that is likely to infringe the Intellectual Property Rights of any third party.
- 12.4. The Customer will indemnify and hold harmless Bob Books in full and defend at its own expense Bob Books against all claims, liabilities, costs and losses whatsoever and howsoever incurred by Bob Books its servants or nominees arising out of any claim made against it in any jurisdiction in the world for infringement of any Intellectual Property Rights of any third party caused by the Customer's use of the Service, the Content and/or Submission.
- 12.5. Bob Books, BOB, bobbooks.co.uk and associated logos and brand features are trade names or trademarks of Bob Books, the use of which is expressly forbidden by any other persons without the express permission of Bob Books. Such trademarks, trade names and brand features may be reproduced on the Flickbook by Bob Books.

13. Data Protection

13.1. The Customer agrees to the reasonable processing of personal data (as defined in the Data Protection Act 1998) by Bob Books for the purposes of providing the Service to the Customer. In processing personal data, Bob Books will comply with all relevant legislation, including but not limited to the Data Protection Act 1998.

13.2. Bob Books will not without your prior authorisation, release your details to any 3rd party.

14. Restrictions of the Internet

14.1. The Customer acknowledges and accepts that:

14.1.1. Bob Books has no control over the Internet which is a global decentralised network of computer systems. Access to the Site and Service will not be error free or uninterrupted and may be very variable; and

14.1.2. information, Flickrbook Generator and other material accessible over the Internet via the Site including the Flickrbook Generator may contain viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. Bob Books will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from the Customer's access to or use of the Internet or the Flickrbook Generator .

14.2. The Site is maintained by Bob Books' web hosting service provider. Every effort is made to ensure the continuity of the Site, but some occasional technical downtime beyond Bob Books' control and/or the control of Bob Books' hosting service provider may occur. Such downtime may prevent the Flickrbook Generator being available for download for the duration of the downtime and may result in errors occurring in the posting of Submissions via the Site. Bob Books will not be liable for such delays or errors resulting from any cause beyond Bob Books' control and/or that of Bob Books' web hosting provider including, for the avoidance of doubt, hosting server downtime.

15. Termination

15.1. Bob Books may terminate the Service at any time for any reason on notice in writing (which may be by e-mail) to the Customer in the event of any breach by the Customer of the provisions of these terms and conditions.

15.2. On termination, any Submission of the Customer will be immediately cancelled. The Fee paid to Bob Books for the relevant Submission will be refunded on termination, unless the relevant Flickrbook in question has been produced prior to termination in which case the relevant Flickrbook will be despatched within a reasonable time and the relevant Fee will not be refunded.

16. Notices

16.1. Any notice required or permitted under these terms and conditions will be in writing (which may be by e-mail) and will be deemed to have been properly given:

16.1.1. 48 hours after being posted by first class mail (by airmail if sent internationally) with postage prepaid to the address set out on the Submission or other address notified for the purpose; or

16.1.2. at close of business on the day of effective transmission if sent by e-mail to an e-mail address notified for that purpose.

17. General

17.1. No provision of these terms and conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.

17.2. Bob Books may assign its rights or obligations under these terms and conditions at anytime. The Customer may not assign its rights or obligations under these terms and conditions without Bob Books' prior written consent.

17.3. Bob Books will not be liable for failure to meet its obligations under these terms and conditions if Bob Books or its contractors are prevented from or delayed in doing so due to circumstances beyond Bob Books' reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17.4. Bob Books can be contacted in writing at Bob Books Ltd, 241a Portobello Road, London, W11 1LT or via email info@bobbooks.co.uk.

18. Governing Law

These terms and conditions will be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.