

SITE TERMS

Virtual Graffiti UC is a trading name of Virtual Graffiti Ltd (the "Company").

The Company is a limited liability company registered in England & Wales under company number 10351182 with a registered address at C/O FKGB, 2nd Floor, 201 Haverstock Hill, London, England, NW3 4QG. The Company can be contacted by e-mail at virtualgraffiti-uc.co.uk or by telephone on 020 3929 5822.

The Company is registered for VAT under number 248951566.

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Please refer to our Privacy Policy for more information.

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4. Accessing our site; Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or

password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

5. Intellectual property rights; We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Reliance on information posted; Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

7. Site changes; We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material

8. Consent To Our Communication With You By E-Mail. Each time you make a purchase through our Site, you grant permission for the Company to contact you at your e-mail address. To stop receiving our marketing emails, please follow the opt-out procedures set forth in such marketing emails.

9. Conditions of Sale and Payment Terms. Prior to the purchase of any goods or services on our Site, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorise us to charge your card at our convenience but within thirty (30) days of credit card authorisation. All sales of products and services are final. All charges from those sales are nonrefundable.

10. Methods of Payment, Credit Card Terms and Taxes. All payments must be made by VISA or MasterCard (each of which may be removed by the Company in its sole discretion). Credit terms are also available for eligible customers. We also accept EFT payments by request. Unless expressly set forth on this site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated

card, and you must refer to that agreement and not these Terms of Use to determine your rights and liabilities as a cardholder. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify the Company of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If the Company does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by the Company or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to VAT.

11. Leasing. We also offer leasing or hire purchase options for purchasing your new product. Qualified customers have the ability to lease their product with convenient and powerful financing options. You are provided with the flexibility, quick response, and simplicity you need with quality customer service during your financing term.

Why Should I consider Leasing? Advantages of Leasing (subject to credit approval):

Leasing provides total financing. Generally no initial payments are required, and all costs associated with a purchase can be included in the lease, including delivery and installation.

Leasing conserves working capital. Leasing leaves lines of credit at other financial institutions free for cash-flow purposes, investments, unsecured loans, or unexpected emergencies.

Leasing overcomes budget limitations. Many companies are hampered by capital budget limitations from time to time. Leasing allows businesses to acquire new equipment with affordable rental payments.

Leasing provides security against equipment obsolescence. Upgrade and trade-in options can

easily be added to a lease agreement. In addition, there are no risks of equipment ownership, and lessees will never be required to resell or remarket obsolete equipment.

Leasing can offer tax savings. When properly structured, monthly lease payments may be fully tax deductible as an operating expense. This savings results in a lower after-tax equipment cost. Contact your financial advisor to discuss tax advantages applicable to your specific situation. Payments are a fixed cost. Monthly lease payments remain the same for the life of the lease, even if interest rates do not.

Leasing provides a faster return on investment. Revenues or savings created as a result of the equipment during the first month often will be in excess of the monthly lease payment, thereby providing an immediate return on investment.

It is important to note that the common thread in each of these benefits is flexibility. Lease payments and terms may be structured based on a businesses particular need. Equipment leasing can be an extremely valuable financial tool for growing businesses while staying competitive in today's marketplace.

A minimum total purchase value is required for leasing options. Not all customers will qualify for the leasing program. Please contact us to see if you qualify for our leasing program. Please Note: All Leasing options are provided by third party equipment leasing companies.

12. Promotions, Promotional Gifts. Promotional items include any free items/gifts you receive with your order. Promotional items are only available on certain items, where stated. Promotions may be changed or revoked at any time. Promotional items may be shipped separately from your order via a different carrier and/or different service. Promotional items must be returned if you are returning your order (see

return/exchange policy above). Promotional items may not be offered in the case of a quoted discount price or where a cash discount is provided. Unless otherwise stated, all promotional items are only available at the website price.

13. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Company reserves the right at any time after receipt of your order to accept or decline your order for any reason. The Company further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by the Company upon shipment of products or performance of services that you have ordered, or upon the completion of the license and delivery of a digital download, as indicated by our servers. Title to goods and all risk of loss passes to you upon delivery to the common carrier.

14. No Responsibility to sell Mispriced Products or Services. The Company shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. The Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, the Company shall immediately issue a credit to your credit card account in the amount of the charge.

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20. Limitation of Liability. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses that: (i) were not foreseeable to you and us when these Terms were formed; (ii) that were not caused by any breach on our part; (iii) are business losses; and (iv) are losses to non-consumers.

21. **Hyperlinks.** The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

22. **Events beyond our control.** The Company shall have no liability to you for any breach of these Terms of Use caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

23. **Rights of Third Parties.** No one other than a party to these Terms of Use has any right to enforce any of these Terms of Use.

24. **Governing Law.** These Terms of Use and any dispute arising out of or in connection therewith shall be interpreted in accordance with the laws of England & Wales. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms of Use.