

X-RAY LEADS TERMS & CONDITIONS

This page (together with any documents referred to on it) explains the terms and conditions on which X-Ray Leads licences its Software (as defined below) in accordance with these Terms and conditions (our "Terms"). The End User should read these Terms carefully before installing the X-Ray Software for use and should understand that by proceeding with its installation and subscription it agrees to these Terms.

1 DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Terms.

"Contract"	the contract between the End User and X-Ray Leads for the End User subscription to the services on these Terms;
"Dashboard"	the reporting log-in and platform through which the End User monitors results from the Software through the login details provided to the End User upon subscription;
"End User", "Subscriber" "you", "your"	the person, firm or company who subscribes to the Software;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"X-Ray Leads", "us"	means X-Ray Leads Limited, a company registered in England and Wales under number 11345967 and whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ;
"Services"	means provision of Software and reporting Dashboard;
"Software"	means the software (in object code form) installed once an End User has subscribed and paid the Subscription Fees, for use of the Software during the Subscription Period;
"Subscription Fee"	means the fee(s) payable by the End User to X-Ray Leads for the subscription;
"Subscription Period"	means the period of time during which the End User is subscribed in order to use the Software and receive the Services, beginning on the date the End User subscribes and terminating on the date this Contract is terminated, in accordance with these Terms;

1.1 Headings do not affect the interpretation of these Terms and Conditions.

2 APPLICATION OF TERMS

2.1 These Terms:

- 2.1.1 apply to and are incorporated into the Contract; and
- 2.1.2 prevail over any inconsistent terms or conditions contained in, or referred to by any End User, or implied by law, trade custom, practice or course of dealing.

3 HOW THE CONTRACT IS FORMED

3.1 The End User's subscription along with installation of the Software constitutes agreement to be subscribed on these Terms and the terms set out in the [Privacy Policy](#).

3.2 By subscribing to X-Ray Leads, the End User warrants it has the right, authority and capacity to enter into and be bound by these Terms.

3.3 X-Ray Leads reserves the right to refuse subscription at its discretion. Once an End User application is successful, it will be subject to these Terms. The subscription will include the provision of End User username and password details for reporting access. The End User agrees to keep login details secure

4 SUBSCRIPTION, SERVICES AND SOFTWARE

Subscription

4.1 X-Ray Leads reserves the right to monitor and suspend or terminate a subscription if an End User uses Services inappropriately or in an unsuitable manner or is in breach or suspected breach of any of these Terms.

4.2 The End User must notify X-Ray Leads immediately of any apparent data or security breach such as misuse or unauthorized disclosure of data or information.

4.3 The End User agrees to abide by relevant laws and regulations in relation to their use of the Service and will not use the Service for junk mail, spam, pyramid or any inappropriate or fraudulent schemes, nor do anything that would disrupt Services.

4.4 The End User will not use Services for purposes other than those set out in these Terms or any document or policy referred to herein and agrees to comply with guidelines or requirements as well as any reasonable request or instructions from X-Ray Leads in connection with the use of the Software.

Services

4.5 Once the End User is subscribed in accordance with Clause 3 it will be entitled to use the Software and monitor results on the End User Website in the End User's Dashboard.

4.6 The End User acknowledges X-Ray Leads may change processes and software used to ensure that Services are kept up to date and in line with current and changing technologies.

Licence of Software

4.7 An End User may use the Software and Services for monitoring their website and except as expressly set out in these Terms or as permitted by any local law, you undertake:

4.7.1 not to copy, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Services;

4.7.2 not to make alterations, modifications or combination of or to the whole or any part of the Software;

4.7.3 not to disassemble, decompile, reverse-engineer or create derivative works nor similar software based on the whole or any part of the Software nor attempt to do any such thing

4.7.4 to keep all copies of the Software secure and maintain accurate and up-to-date records of the number and locations of all copies of the Software;

4.7.5 to supervise and control use of the Software and ensure the Software is used by your employees and representatives in accordance with the terms of these Terms; and

4.7.6 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us.

5 X-RAY LEADS OBLIGATIONS

5.1 In consideration for payment of the Subscription Fees, X-Ray Leads will provide the Services in accordance with these Terms and will use reasonable endeavours to provide the Services with all reasonable care and skill.

6 END USER'S OBLIGATIONS

6.1 The End User:

6.1.1 will co-operate with X-Ray Leads in all matters relating to the Services;

6.1.2 will supply relevant information for X-Ray Leads to provide the Services;

6.1.3 will indemnify X-Ray Leads against any losses, claims, costs, expenses, damages and fees (including legal fees) without limitation arising due to the End User's use of the Website and/or Software.

6.2 If the End User's performance of its obligations under the Contract is prevented or delayed by any act or omission of the End User or the End User's agents, sub-contractors or employees, X-Ray Leads will not be liable in respect of any direct or indirect losses howsoever caused.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights and all other rights in the Software and Service (including, but not limited to, any trademarks, graphics, images, text and content of X-Ray and Lead Monitors), will be owned by or licensed to X-Ray Leads or X-Ray Leads suppliers.

7.2 The End User acknowledges no rights or licences are granted to the End User in respect of any Intellectual Property Rights under the Contract, unless specified in these Terms.

7.3 The End User further acknowledges it has no right to have access to the Software in source code form or in unlocked coding or with comments.

8 CONFIDENTIALITY

8.1 The End User will keep in strict confidence all confidential information or technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and any Intellectual Property Rights that have been disclosed to the End User by X-Ray Leads or its agents, or discovered by the End User. The End User will restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the End User's obligations to X-Ray Leads.

8.2 This Clause 8 will survive termination of the Contract, however arising.

9 DATA PROTECTION

9.1 X-Ray Leads collects, uses, stores and transmits personal data in accordance with its [Privacy Policy](#) the terms of which are incorporated into these Terms.

10 SUBSCRIPTION FEE, COST PER LEAD AND PAYMENT

10.1 Subscription Fees will be charged per URL every 30 days according to the number of unique visitors to the Subscriber website ("Visitor Limit") and will be taken upfront on a recurring basis.

These will be charged as follow

Sub 1,000 unique visits per 30 days billing period - £29.99 (inc VAT)

Over 1,000 unique visits per 30 days billing period - £49.99 (inc VAT)

In sub 1,000 subscriptions, when the number of unique visitors reaches 75% of Visitor Limit within a billing period, the Subscriber will be notified and offered to upgrade their package or continue as currently subscribed. Please note, where a Subscriber does not upgrade the Software will only return results to the Dashboard up to the Visitor Limit.

10.2 If a Subscriber provides notice to X-Ray Leads that it wishes to cancel at any time, then no refund will be given for Fees paid upfront and the Subscriber Dashboard and use of the Software will remain operative only until the end of that billing period.

10.3 If the Subscriber fails to pay any Fee or CPL charges, X-Ray Leads will be entitled to suspend all Services until payment has been made in full.

10.4 Subscription Fees are taken at the start of the billing period and every 30 days thereafter.

10.5 Cost Per Lead (CPL) charges apply to unsubmitted data typed into the Subscriber website and captured on the Dashboard and/or sent to the client via email and/or API delivery.

10.6 The CPL will be charged at £1 per unique data set fulfilling the agreed lead criteria and CPL fees will be calculated and invoiced at the end of each calendar month, payable within 7 days.

10.7 X-Ray Leads may from time to time revise Fees and CPL pricing, upon informing clients.

10.8 X-Ray Leads may, without prejudice to any other rights it may have, set off any amount owing to it by the Subscriber against amounts payable by X-Ray Leads to the Subscriber.

11 LIMITATION OF LIABILITY

- 11.1 The following provisions set out the entire financial liability of X-Ray Leads (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the End User in respect of:
 - 11.1.1 any breach of the Contract;
 - 11.1.2 any use made by the End User of the Services or any part of them; and
 - 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Terms excludes or limits the liability of either party:
 - 11.3.1 for death or personal injury caused by that party's negligence; or
 - 11.3.2 for fraud or fraudulent misrepresentation.
- 11.4 Subject to Clause 11.2 and Clause 11.3:
 - 11.4.1 X-Ray Leads shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - 11.4.1.1 loss of profits; or loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data and information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
 - 11.4.1.2 any dissatisfaction in connection with the Website, the Services and/or the Software on the Website.
 - 11.4.1.3 unauthorized access or breach by third parties into your account or of customer submission data unless caused by company's breach of this agreement. you are responsible for maintaining the confidentiality of your account access password and for all activities that occur under your account. in addition, you acknowledge and agree that we are not responsible or liable for (1) any viruses or other disabling features that affect your access to or use of the website or services, (2) any incompatibility between the website and other web sites, services, software and hardware, (3) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the website in an accurate or timely manner or (4) any damages or costs of any type arising out of or in any way connected with third party services. the limitations, exclusions and disclaimers in this agreement apply to the maximum extent permitted by applicable law and are not intended to deprive you of any mandatory protections provided to you under applicable law.
 - 11.4.1.4 SYSTEMS. You shall obtain and operate all Systems needed to use the Services and provide all corresponding backup, recovery and maintenance services. You shall ensure that all Systems are compatible with the Services.
 - 11.4.1.5 X-Ray Leads' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract will be limited to the amount of Subscription Fees paid by the End User to X-Ray Leads in the previous months' subscription prior to the date of any such breach of the Contract by X-Ray Leads.

12 TERMINATION

- 12.1 The Contract between the parties will commence on the date the End User receives its username and password confirmation in accordance with Clause 3 and shall continue unless terminated by in accordance with this Clause 12.
- 12.2 The End User may terminate this Contract and Service at any time by providing X-Ray Leads with notice in writing of such termination, to take effect from the end of the billing period in which notice to terminate has been received.
- 12.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
- 12.3.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing of the breach; or
 - 12.3.2 an order is made or a resolution is passed for the winding up of the other party; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - 12.3.3 the other party ceases, or threatens to cease, to trade; or
 - 12.3.4 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.4 Termination of the Contract, however arising:
- 12.4.1 Will not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination;
- 12.4.2 any rights or licences granted under these Terms will cease at the point of termination as determined in accordance with these Terms, including (but not limited to) the End User's right to use the Software and access to the Website.

13 FORCE MAJEURE

X-Ray Leads will have no liability to the End User under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of X-Ray Leads or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of X-Ray Leads or their suppliers or sub-contractors.

14 GENERAL

- 14.1 This Contract, together with any documents, policies or other terms referred to in it, constitutes the whole agreement between the parties relating to its subject matter and

supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

- 14.2 Any waiver of this Contract will not be binding on the parties unless set out in writing.
- 14.3 X-Ray Leads has the right to revise and amend these Terms from time to time to reflect changes in market conditions, technology, payment methods, relevant laws and regulatory requirements and changes in its system's capabilities or obligations to other third parties. The End User will be subject to the policies and Terms in force at the time the End User enters into a Contract with X-Ray Leads (or any renewal of subscription with X-Ray Leads under these Terms is completed), unless any change to those policies or these Terms is required to be made by law or government authority (in which case it will apply to the End User's subscription as from the date of such change), or if X-Ray Leads notifies the End User of the change to those policies or these Terms before the End User subscribes or continues or renews its subscription with X-Ray Leads (in which case X-Ray Leads has the right to assume that the End User has accepted the change to the Terms, unless the End User notifies X-Ray Leads to the contrary within seven (7) working days of registration or renewal).
- 14.4 If any provision of this Contract is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract in that jurisdiction will not be affected and the legality, validity and enforceability of the whole of this Contract will not be affected in any other jurisdiction.
- 14.5 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 14.6 No failure to exercise, nor any delay in the exercise, by either party to this Contract of any right, power, privilege or remedy under this Contract will impair, or operate as a waiver of, such right, power, privilege or remedy.
- 14.7 Nothing in this Contract will constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, will it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.
- 14.8 This Contract will be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts (in relation to contractual and non-contractual matters).