



Terms and Conditions

Spektor Limited

Ground Floor, Belmont Place, Belmont Road, Maidenhead, SL6 6TB, UK

Company Registration No: 1025778, VAT No: 283671281

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Terms and Conditions

Spektd is the trading name of Spektor Ltd, whose registered office is Ground Floor, Belmont Place, SL6 6TB, UK. In these terms “We” / “Us” etc refers to Spektd. “You” / “Your” etc refers to you, and if you are a Member that is a limited company, refers to that limited company.

By accessing and using our online platform at www.Spektd.com (the “Platform”), you, as a User or a Member, accept and agree to be bound by the following terms and conditions, which in conjunction with our privacy policy, govern Spektor Ltd’s relationship with you. They form a legally binding contract between us and you.

Any use of the Platform will constitute acceptance of this agreement. If you do not agree to any part of our terms and conditions, please do not use the Platform.

Key definitions:

USERS: Users are lighting designers/specifiers that have been granted a licence to use the Platform

MEMBERS: Members are manufacturers/distributors (of illumination and lighting products) that have entered into a quarterly or annual subscription with us.

1. Platform services

- 1.1 Manufacturers/distributors (of illumination and lighting products) can upload their product-specific data into the Platform once they become **Members** through their binding agreement to pay a membership fee under a subscription.
- 1.2 Lighting designers/specifiers can access the Platform once they become **Users** through setting up a User account and being granted by Spektd a license to use the Platform subject to a charge to be agreed between you and us at the time. A User account allows the searching of the Platform for illumination and lighting products uploaded by Members, select the most appropriate for their needs, and incorporate selected products into a specification document.
- 1.3 Members have access to a portfolio overview through the Platform which allows them to review and conduct searches of their product data. Members can also access an analytics and advertorial on-line interface if they have an additional subscription to these services.

2. Member payment terms

- 2.1 Quarterly membership: by purchasing a quarterly membership, you agree to an initial and recurring quarterly membership fee at the then current quarterly rate, and you accept responsibility for all recurring charges until you cancel your membership in accordance with these terms. You can cancel your quarterly membership at any time, subject to the terms of our cancellation policy (see 3).
- 2.2 Annual Membership: by purchasing an annual membership, you agree to initial and recurring pre-payment for one year of service. After one year and annual thereafter, you will be billed a recurring annual membership renewal fee at the then current annual membership rate. You may cancel your Annual membership at any time before the next billing cycle, subject to our cancellation policy (see 3).
- 2.3 We operate a flexible invoicing system, whereby Members can upgrade their Subscription Package and any additional services (analytics, advertorials) and be invoiced separately on either a monthly, quarterly or annual basis.
- 2.4 Full payment of quarterly or annual membership is required prior to Member's product-specific data going "live" on the Platform and made accessible to Users.
- 2.5 Spektd reserves the right to change the memberships fees. Members will be given four calendar months' notice of any change in membership fee level coming into effect.
- 2.6 Our memberships fees are as detailed in our rate card.

3. Cancellation policy

- 3.1 You can give notice to cancel your membership by emailing your notice to cancel to admin@Spektd.com. Members are required to give notice of three calendar months and are obligated to pay their membership fee until the end of this notice period.
- 3.2 Membership fees are non-refundable.
- 3.3 Once membership cancellations take effect, you will not be able to access the Platform, your product data will be erased from our database and will no longer be accessible to Users. You will also no longer have accessed to any Analytics.
- 3.4 Users can cease using the Platform at any time.

4. Rights of Members

- 4.1 Members are entitled to create a company profile and upload their product data into the Spektd database, in a format prescribed by Spektd, and to use the portfolio overview and the product search interface as part of their membership. If a Member requires assistance

from Spektd to upload their product data, this will be subject to a charge which will be agreed between you and us at the time.

- 4.2 The product data on the Platform will be made available by Spektd to Users.
- 4.3 Additional services are offered by Spektd, such as analytics and advertorials. These are subject to an additional charge, details of which are available on request.
- 4.4 Members can amend their product data on the database, within the SKUs limit determined by their Subscription Package, using the Spektd on-line interface, or with assistance from Spektd which is subject to a charge to be agreed between you and us at the time.

5. Obligations of Members

- 5.1 Members must ensure their login details and password are kept confidential, and all use of the Platform through a Member's login details will be treated as use by that Member. Members must inform Spektd immediately if they are aware of any unauthorised usage of their account. Members are liable for any activity on the online platform, and any losses, arising out of any failure to keep their password confidential.
- 5.2 Members are obliged to provide product data to Spektd in the required format, on a truthful, non-misleading and accurate basis. Any infringement of these requirements must be corrected by the Member, at their cost, within an appropriate deadline set by Spektd. Spektd reserve the rights to block or suspend content at any time on reasonable grounds.
- 5.3 In respect of all product details, images, text and other materials you upload ("**Your Content**"), you warrant and represent to us that: (a) all Your Content is lawful, accurate and up to date; (b) your Content is not misleading and complies with all advertising laws; (c) you own the intellectual property rights in Your Content or have the full authority from the relevant owner to upload it; and (d) the products depicted in Your Content are reasonably available. You will indemnify us for any claims from Users or any third parties in respect of Your Content or your services or any allegation that would amount to a breach of this warranty and representation.
- 5.4 We will use our discretion with reasonable skill and care in selecting and curating Your Content for publication to Users based on their searches, and we will not be liable for failing to make Your Content available to a User.
- 5.5 Members are obliged to pay their quarterly/annual membership fee. Product data will be included in the online platform after receipt of the quarterly/annual fee.
- 5.6 Members must provide true and accurate information during the registration process. Spektd reserve the right to terminate a Member's subscription and access to the Platform if we know, or have reasonable grounds to suspect, that you have entered false or misleading information during the registration process.

6. Obligations of Users

- 6.1 Users gain access to the Platform by setting up a Users' account and being granted a license by Spektd, Users must ensure their login details and password are kept confidential and all use of the Platform through a User's login details will be treated as use by that User. Users must inform Spektd immediately if they are aware of any unauthorised usage of their account. Users are liable for any activity on the online platform, and any losses, arising out of any failure to keep their password confidential.
- 6.2 Users must agree to provide true and accurate information during the registration process. Spektd reserve the right to terminate a User's license and access to the Platform if we know, or have reasonable grounds to suspect, that you have entered false or misleading information during the registration process.
- 6.3 Users agree that Spektd can provide links to third party websites as part of our service. We accept no liability for any statements, information, content, products or services that are published on, or may be accessible from, these third-party websites. We can also give no guarantee they are free from viruses or anything else that could be infectious or destructive.
- 6.4 Users are forbidden to modify or copy the online platform or to otherwise use it to the detriment of Spektd.
- 6.5 Users must only use the Platform to search for products and build specifications, for their own purposes and not on behalf of any third parties.

7. Rights and obligation of Spektd

- 7.1 Spektd will provide Members with various templates for the preparation of the data and allow access to the data upload interface. Any further technical support by Spektd will be subject to a charge to be agreed at the time.
- 7.2 Spektd will provide the technical facilities through the Platform to enable Members to update their data.
- 7.3 Spektd reserves the right to reject membership without specifying a reason and to terminate membership with immediate effect where a Member or a User is in breach of these terms.
- 7.4 As a Member you grant us a worldwide licence during the term of your subscription to display and reproduce (including repurposing for screen size and other reasons) Your Content on the Platform.
- 7.5 We own the intellectual property rights of the format of materials generated by the Platform. Users are granted a licence to use these for their own purposes of selecting products and building specification and not on behalf of any third party.

8. Confidentiality

8.1 Members and Users undertake to treat as confidential all information that Spektd provides, in particularly information on business processes and any planned developments of Spektd's services or software.

9. Guarantee and liability

9.1 In providing the Platform and any additional services we will use reasonable care and skill.

9.2 We do not exclude or limit our liability for personal injury or death caused by negligence, or for fraud, or for any liability we are not permitted to limit or exclude under applicable law.

9.3 Subject to section 9.2 we are not liable for any loss of profits, business, revenue, goodwill, reputation, data or software or for any consequential or indirect losses.

9.4 Subject to clauses 9.2 and 9.3 our liability to Users and Members shall be limited in aggregate (under contract and tort) to £1,000.

9.5 We perform the role of platform only and do not recommend or advise on any products posted by Members and are not responsible for the decisions of any Users or the specification and sales (or lack of) by any Members.

9.6 Spektd does not assume liability for damage suffered by Members, Users or others working with the Platform as a result of incorrect application or use. In the same way, no liability will be assumed for any defects in the Spektd software. Spektd will similarly not assume any liability for shortcomings in the Member's products listed on the Platform.

9.7 Spektd does not guarantee that the Platform is free from defects or continuously available.

10. Right to the online platform

10.1 All Intellectual property rights (including the rights to the concept, layout and design) to the Platform, and in our brands and trademarks, are owned by Spektor Ltd. Members and Users are not permitted, without the written approval of Spektor Ltd, to copy any content or make it available to third parties or to rent it out or to use it in any other way. They are also not entitled to reverse engineer or sub-license the Platform.

11. Payment enforcement and contract termination

11.1 If quarterly/yearly payment deadlines are not respected, the Member's product data may be blocked without notice.

11.2 If the Member is in arrears for more than 30 days, an additional administration fee of 2% of the original amount invoiced will be charged without any further demand being issued and if this is not paid the Member's subscription may be terminated without refund.

11.3 Spektd may terminate a Member's subscription or a User's access at any time upon any breach of these terms by the Member or User.

12. General provisions

12.1 Spektd reserves the right to amend these Terms and Conditions (T+Cs) at any time without giving reasons. It will update and publish the amended T+Cs on its website. Unless notified to the contrary by the Member or User, after two weeks of amended T+Cs being published and/or with the further use of the services and products, the amended T+Cs will be deemed to have been accepted, save that material changes will not come into force until 4 months after posting.

12.2 If individual provisions within these T+Cs are invalid or become invalid, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a valid provision which comes closest to the invalid provision in respect of its content and purpose.

12.3 Notices may be sent to us at Spektor Ltd, Ground Floor, Belmont Place, SL6 6TB, UK and to you at the email address you use to register.

12.4 No waiver of these terms by us will prejudice our ability to enforce them in the future.

12.5 No warranties, conditions or terms apply save to the extent set out in these terms.

12.6 These terms will be governed by English law and be subject to the jurisdiction of the English courts.

Maidenhead, UK

Last updated: September, 2019