

### **Terms & Conditions**

TOWNAPPS LIMITED (company registration number 516741) whose registered office is situated at M.I.R.C. Building, Athlone IT, Athlone. County Westmeath (“Townapps”) and Town or Area (“town/area”) whereby Townapps agrees to provide the Town/area Townapp as built and developed by as is further described in the Schedule to this Agreement on the terms and conditions set out below.

### **Terms & Conditions**

1. The app will be solely and exclusively for the usage of town/area in town/area and no similar or like app will be supplied to any other party in this location either by Townapps Limited or associated development partners.
2. The app is currently supplied on iPhone and Android platforms.
3. Townapps will provide access to a Content Management System (CMS) to enable updates and content management changes.
4. Townapps will publish the App on both Android and iPhone platforms to the Google Apps and Apple iOS stores for users to download for free.
5. The app will be supported by the Townapps website [www.townapps.co.uk](http://www.townapps.co.uk) that links visitors to the App downloads and demonstrates its functionality. A licensee operated website is suggested to enable users and businesses to contact town/area in relation to issues and advertising/promotion the app. [This website should also promote links to Townapps as a service provider of Apps.]
6. Town/area agree(s) not to add or allow to be added, content that is breach of local law and regulations and agree(s) not to include and only include content that it is unauthorized to include from the owners of such content.
7. Town/area agrees to remove any content with immediate effect when notified of breach of 6.above.

8. Townapps will support the apps and app platforms in terms of managing upgrades to the Android and Apple software, as appropriate to meet Apple and Android version changes for the duration of the license agreement.
9. Townapps will provide technical support for the app to resolve any technical issues should they arise from time to time.
10. Townapps will provide initial training to town/area's nominated staff to educate them on the functionality of the app and the management system. Townapps shall ensure all necessary training is provided and a minimum of four hours of training shall be available (Phone, Skype, Go To Meeting Etc.) as part of the initial setup. Additional time will be chargeable. A quotation will be provided in advance of any such additional training.
11. Townapps will supply ongoing support for issues in relation to issues with functionality, downloading or technical queries. Whilst offering advice on content, responsibility will be that of town/area to ensure content is true and accurate and will be responsible to deal with any queries or feedback in this area.
12. Townapps will not be responsible for technology issues outside their control that impinge in any way on the performance of the app. By way of example but not in any way to be interpreted as an extensive or exhaustive list of issues: e.g. problems with individuals' smartphones; older mobile software that has not been updated and ceases to be supported; changes or upgrades to phone software that makes any part of the app non-functional (Townapps will endeavor to do workarounds where possible); legal restrictions in the future to access of phone functionality; Wi-Fi, broadband or internet connection issues outside of Townapps' control, etc. Likewise, any content feeds supplied by the licensee, such as events, calendars or RSS feeds.
13. The maximum liability for any claim against Townapps may not exceed the full annual license fee paid by the claimant in any one quarter. Town/area will indemnify Townapps against the costs of any action

arising from the publication of content added to the App by town/area: if information is in the public domain and copyright not breached, then not an issue. However, if town/area publishes incorrect info and is sued as a result, Townapps cannot accept liability.

14. Any claim by a customer of the licensee of the App will be limited to the amount paid by that party to the licensee in the year in the event that Townapps is co-joined in any claim. In the first instance such claims will be between the advertiser and town/area.
15. Any claim by an advertiser or user will be as per terms and conditions on the app, which must specify “the maximum liability to any user of the app will not exceed the amount paid by the user to Town/area – usage of the app is deemed acceptance of our terms and conditions”.
16. Listing Data not readily available in the public domain or which is added to the app, or has been compiled by town/area will be deemed to belong to town/area and will not be used by Townapps other than by prior agreement – the CMS will facilitate download/export of text data added to the app by town/area for off-line backup and fair usage by town/area.
17. Town/area commits not to use this data on any other app without the prior agreement of Townapps, which will not be unreasonably withheld.
18. It is agreed that the listings contained in – “what’s on” and “things to do”, may be made available to Townapps or its agents in the future, as similar databases for other town apps grow for the purpose of producing alternative apps and/or printed guides, e.g. Walking in an area, Great places to stay in UK, etc. etc. Such permission will not be unreasonably withheld and an agreed fee will be payable to town/area or other party/parties as owners of such data.
19. Access to the listings data will be available to the development team and support teams as needed; this will include registered users and

customer details. This will not be used by Townapps other than for the purpose of testing and checking data and systems.

20. Passwords will be provided to town/area to allow access to update and change content on the CMS, who will be responsible for ensuring these are retained securely and not misused and that access to the CMS protected from 3rd party access. Passwords can be quickly changed at nil cost, if needed, by contacting the Townapps support team.
21. Town/area will be responsible for advertising, promoting and marketing the app in the Town/area.
22. Town/area will use reasonable endeavour's to provide sufficient additional staffing and other support to ensure that the app has every opportunity to attain success in the local marketplace.
23. Town/area will be responsible for maintaining and updating accurate customer data on the app. Errors and notified changes to customer data will be updated on the app in a timely manner, the target being within one working day.
24. Town/area will be responsible for updating, "What's On" and "Things to Do".
25. Townapps will brand the Town/area App to include agreed graphics and logos prominently on the launch splash page in format agreed between the parties.
26. The license fee is due in advance of any development to the App.
27. This agreement is valid from date of the Agreement at a price of price agreed plus VAT (if applicable) and payable before any works are produced and on any renewal by agreement thereafter.
28. Townapps will provide extra features and functions to the Town/area App if needed at additional cost as agreed plus VAT (if applicable).

29. The app will continue to be available and supported throughout the duration of this Agreement.
30. Town/area agrees not to sell forward any listings in the event of giving 3 (three) months' notice to end the agreement.
31. The non-compliance with any terms above will constitute a breach of this Agreement. Breaches will be actionable in accordance with law governing Town/area.

### **The Schedule**

The Town/area Townapp with features defined as including up to six pages of choices. These represent 1) Where to Stay 2) Where to Eat 3) Where to Shop 4) What to Do 5) What's On 6) Services. Additional features can be provided (Local News, Weather, and Offers) at no extra costs and the format will reflect examples currently available in the Apple and Google App stores.