

## **JACKRABBIT LTD STANDARD TERMS OF BUSINESS, 2024**

All client projects are subject to the following terms and conditions. Please review to understand how we work.

---

### **1. INTERPRETATION**

1.1 In these terms of business, the following words shall have the following meanings:

- “Jackrabbit” means Jackrabbit Ltd.
- “Client” means the company purchasing the Services.
- “Services” means the services to be provided by Jackrabbit that are the subject of an order between Jackrabbit and the Client.

### **2. ACCEPTANCE OF ORDER**

2.1 These Terms of Business are the only terms and conditions upon which Jackrabbit supplies the Services.

2.2 A signed order confirmation form, along with a deposit payment, is required for Jackrabbit to commence the initial order, with future invoicing terms agreed at the outset.

2.3 Jackrabbit reserves the right to refuse acceptance of an order.

### **3. PROVISION OF SERVICES**

3.1 Jackrabbit shall provide the Services with a reasonable level of skill and care in accordance with industry standards.

3.2 Jackrabbit may make operational changes to the Services without the Client’s consent if these do not materially affect the Services.

3.3 Services will comply with the specification in each contract or, in its absence, with Jackrabbit’s standard specifications.

3.4 Jackrabbit is not liable for loss of Client goods unless caused by willful recklessness of Jackrabbit’s employees or agents, nor for Client samples or products sent to the media as part of PR activities.

3.5 Third-party products supplied as part of the Services are subject to the third-party supplier’s terms.

3.6 Jackrabbit will advise of a project completion date for time-sensitive services and may offer project continuation for an additional fee if needed.

3.7 Jackrabbit provides no guarantees on media coverage for Public Relations services and is not liable for any media-created content referring to the Client.

#### **4. CLIENT RESPONSIBILITIES**

4.1 The Client must provide Jackrabbit with full cooperation, accurate data, and necessary documentation for service delivery.

4.2 The Client shall follow Jackrabbit's reasonable instructions and provide relevant information and images before the project commences.

4.3 The Client is responsible for the accuracy and legality of the materials produced and must indemnify Jackrabbit against liability for breaches related to these materials.

4.4 Jackrabbit is not required to produce illegal or libelous content and is indemnified by the Client against claims related to such content.

4.5 Contract terms are fixed as per agreement.

#### **5. PRICES AND PAYMENT**

5.1 Jackrabbit reserves the right to vary the Service price due to:

- 5.1.1 Alterations in Service due to changes or lack of Client instructions.
- 5.1.2 Variations in tax, third-party costs, or exchange rates between contract and delivery.
- 5.1.3 Agreed commission rates on Influencer Marketing sales directly attributed to Jackrabbit's efforts.

5.2 Payments are due per agreed terms for all PR & Marketing activities, regardless of publication dates.

5.3 In cases of overdue payment or Client insolvency, Jackrabbit may suspend service delivery or cancel contracts after seven days' written notice.

5.4 Time for payment is essential.

5.5 Payment for third-party services is due within 14 days of invoice; for Production services, within 30 days unless otherwise specified.

5.6 Jackrabbit may charge interest on late payments and suspend services until payments are made.

5.7 Legal or recovery costs incurred for overdue payments will be charged to the Client.

5.8 Guarantees in Clause 11 are inapplicable until the Client has fully paid for the Services.

5.9 VAT may be added as applicable.

## **6. RESERVATION OF TITLE**

6.1 Until full payment, Jackrabbit retains ownership of the Service, including copyright if applicable.

- 6.1.1 The Client shall store Jackrabbit's Services to clearly identify ownership.
- 6.1.2 Jackrabbit has the right to enter Client premises to repossess unpaid Services.

## **7. LIMITATION OF LIABILITY**

7.1 Jackrabbit is not liable for:

- 7.1.1 Loss of profits, contracts, revenue, or goodwill.
- 7.1.2 Indirect or consequential losses due to Client instructions or delays.

7.2 Jackrabbit is not responsible for unauthorized access, theft, or destruction of Client data.

7.3 Jackrabbit holds no liability for third-party product infringements, except if Jackrabbit knew of such infringements.

7.4 Exclusions and limitations of liability apply post-termination of these Terms of Business.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Intellectual property rights in materials produced by Jackrabbit remain Jackrabbit's, with possible assignment to the Client upon full payment.

8.2 Third-party product rights remain with the licensors, and the Client must comply with related license terms.

## **9. TERMINATION**

9.1 Contracts automatically renew unless written notice is provided 30 days before the term ends.

- 9.1.1 Late notice will roll over the contract by 30 days with continued Services and fees.
- 9.1.2 Early termination requires payment of outstanding fees, non-cancellable third-party costs, an early termination fee, and any Jackrabbit liabilities to third parties.

## **10. INDEMNITY**

10.1 The Client shall indemnify Jackrabbit against claims for damage, injury, and breaches related to the Services or Client-provided content.

## **11. SOCIAL MEDIA SERVICES**

11.1 Jackrabbit provides social media management per project scope, subject to industry standards and platform changes.

11.2 Content created by Jackrabbit for social media will transfer to the Client upon final payment.

11.3 Jackrabbit retains a license to use content for marketing unless otherwise requested by the Client.

11.4 Jackrabbit will handle community engagement but is not responsible for crisis communications unless specifically contracted.

11.5 Monthly performance reports are provided for information only, without guarantees on specific outcomes.

## **12. WAIVER OF REMEDIES**

12.1 Delays in enforcing provisions shall not restrict Jackrabbit's rights, nor does waiver of rights imply waiver of future breaches.

## **13. SET-OFF**

13.1 The Client cannot set off or withhold payments due to Jackrabbit.

## **14. ASSIGNMENT**

14.1 The Client cannot assign these Terms of Business without Jackrabbit's consent.

14.2 Jackrabbit may assign its rights without prior Client consent.

## **15. PUBLICITY**

15.1 Both parties must coordinate and approve media releases and announcements.

15.2 Jackrabbit is not responsible for media use of approved materials once submitted.

15.3 For reactive PR, Jackrabbit may act on the Client's behalf in line with provided information.

## **16. SEVERABILITY**

16.1 Invalid terms deemed unlawful do not affect the enforceability of remaining terms.

## **17. RIGHTS OF THIRD PARTIES**

17.1 These Terms of Business do not confer rights on third parties except under the Contracts (Rights of Third Parties) Act 1999.

## **18. FORCE MAJEURE**

18.1 Jackrabbit is not liable for non-performance due to circumstances beyond its control (e.g., Act of God, war, fire, etc.).

## **19. LAW AND JURISDICTION**

19.1 These Terms of Business are governed by English law, with exclusive jurisdiction in English courts.

---

### **Jackrabbit Ltd.**

Registered in England No. 14201034

Registered Office: A4 Dolphin Way, Shoreham-by-Sea, BN43 6NZ, United Kingdom

4o

#### **You said:**

why has the award licence section been missed. Just include all the points from my original message and number them as needed

#### **ChatGPT said:**

ChatGPT

Here is the complete document, including all the points from your original message with renumbered sections for clarity:

---

## **JACKRABBIT LTD STANDARD TERMS OF BUSINESS, 2024**

All client projects are subject to the following terms and conditions. Please review to understand how we work.

---

### **1. INTERPRETATION**

1.1 In these terms of business, the following words shall have the following meanings:

- “Jackrabbit” means Jackrabbit Ltd.
- “Client” means the company purchasing the Services.
- “Services” means the services to be provided by Jackrabbit that are the subject of an order between Jackrabbit and the Client.

## **2. ACCEPTANCE OF ORDER**

2.1 These Terms of Business are the only terms and conditions upon which Jackrabbit supplies the Services.

2.2 A signed order confirmation form, along with a deposit payment, is required for Jackrabbit to commence the initial order, with future invoicing terms agreed at the outset.

2.3 Jackrabbit reserves the right to refuse acceptance of an order.

## **3. PROVISION OF SERVICES**

3.1 Jackrabbit shall provide the Services with a reasonable level of skill and care in accordance with industry standards.

3.2 Jackrabbit may make operational changes to the Services without the Client’s consent if these do not materially affect the Services.

3.3 Services will comply with the specification in each contract or, in its absence, with Jackrabbit’s standard specifications.

3.4 Jackrabbit is not liable for loss of Client goods unless caused by willful recklessness of Jackrabbit’s employees or agents, nor for Client samples or products sent to the media as part of PR activities.

3.5 Third-party products supplied as part of the Services are subject to the third-party supplier’s terms.

3.6 Jackrabbit will advise of a project completion date for time-sensitive services and may offer project continuation for an additional fee if needed.

3.7 Jackrabbit provides no guarantees on media coverage for Public Relations services and is not liable for any media-created content referring to the Client.

## **4. CLIENT RESPONSIBILITIES**

4.1 The Client must provide Jackrabbit with full cooperation, accurate data, and necessary documentation for service delivery.

4.2 The Client shall follow Jackrabbit’s reasonable instructions and provide relevant information and images before the project commences.

4.3 The Client is responsible for the accuracy and legality of the materials produced and must indemnify Jackrabbit against liability for breaches related to these materials.

4.4 Jackrabbit is not required to produce illegal or libelous content and is indemnified by the Client against claims related to such content.

4.5 Contract terms are fixed as per agreement.

## **5. PRICES AND PAYMENT**

5.1 Jackrabbit reserves the right to vary the Service price due to:

- 5.1.1 Alterations in Service due to changes or lack of Client instructions.
- 5.1.2 Variations in tax, third-party costs, or exchange rates between contract and delivery.
- 5.1.3 Agreed commission rates on Influencer Marketing sales directly attributed to Jackrabbit's efforts.

5.2 Payments are due per agreed terms for all PR & Marketing activities, regardless of publication dates.

5.3 In cases of overdue payment or Client insolvency, Jackrabbit may suspend service delivery or cancel contracts after seven days' written notice.

5.4 Time for payment is essential.

5.5 Payment for third-party services is due within 14 days of invoice; for Production services, within 30 days unless otherwise specified.

5.6 Jackrabbit may charge interest on late payments and suspend services until payments are made.

5.7 Legal or recovery costs incurred for overdue payments will be charged to the Client.

5.8 Guarantees in Clause 12 are inapplicable until the Client has fully paid for the Services.

5.9 VAT may be added as applicable.

## **6. RESERVATION OF TITLE**

6.1 Until full payment, Jackrabbit retains ownership of the Service, including copyright if applicable.

- 6.1.1 The Client shall store Jackrabbit's Services to clearly identify ownership.
- 6.1.2 Jackrabbit has the right to enter Client premises to repossess unpaid Services.

## **7. LICENSING AND REVENUE-SHARING AGREEMENT**

**7.1 Scope of Licensing Services:** Upon joining the Licensing Program, the Publication (“Publication”) agrees to participate in a revenue-sharing model for awarded badges and honors (“Badges”) issued to products reviewed or featured by the Publication. This Program enables the Publication to monetize its Badges through licensing agreements with brands or manufacturers for authorized use in promotional and marketing materials.

**7.2 Licensing Process:**

- 7.2.1 The Publication shall notify Jackrabbit (“Company”) of each Badge issued upon award, along with relevant product details and contact information for the awarded brand.
- 7.2.2 Jackrabbit will manage licensing with awarded brands, including outreach, negotiation, pricing, legal, and contractual requirements.
- 7.2.3 The Publication grants Jackrabbit exclusive rights to license and sublicense awarded Badges for the contract term.

**7.3 Revenue Sharing:**

- 7.3.1 Licensing revenue from each brand agreement will be split 50/50 between Jackrabbit and the Publication.
- 7.3.2 Jackrabbit will ensure full payment is made directly to the Publication before releasing any assets to the Licensee.
- 7.3.3 The Publication will notify Jackrabbit upon receiving payment and subsequently transfer the 50% revenue share to Jackrabbit after invoicing.

**7.4 Publication Responsibilities:**

- 7.4.1 The Publication agrees to adhere to the terms of this Agreement and will not independently license or sell Badges for the contract term, in accordance with exclusivity provisions.
- 7.4.2 The Publication shall provide Jackrabbit with accurate contact details for awarded brands to support licensing efforts.

**8. LIMITATION OF LIABILITY**

**8.1 Jackrabbit is not liable for:**

- 8.1.1 Loss of profits, contracts, revenue, or goodwill.
- 8.1.2 Indirect or consequential losses due to Client instructions or delays.

8.2 Jackrabbit is not responsible for unauthorized access, theft, or destruction of Client data.

8.3 Jackrabbit holds no liability for third-party product infringements, except if Jackrabbit knew of such infringements.

8.4 Exclusions and limitations of liability apply post-termination of these Terms of Business.



## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 Intellectual property rights in materials produced by Jackrabbit remain Jackrabbit's, with possible assignment to the Client upon full payment.

9.2 Third-party product rights remain with the licensors, and the Client must comply with related license terms.

## **10. TERMINATION**

10.1 Contracts automatically renew unless written notice is provided 30 days before the term ends.

- 10.1.1 Late notice will roll over the contract by 30 days with continued Services and fees.
- 10.1.2 Early termination requires payment of outstanding fees, non-cancellable third-party costs, an early termination fee, and any Jackrabbit liabilities to third parties.

## **11. SOCIAL MEDIA SERVICES**

11.1 Jackrabbit provides social media management per project scope, subject to industry standards and platform changes.

11.2 Content created by Jackrabbit for social media will transfer to the Client upon final payment.

11.3 Jackrabbit retains a license to use content for marketing unless otherwise requested by the Client.

11.4 Jackrabbit will handle community engagement but is not responsible for crisis communications unless specifically contracted.

11.5 Monthly performance reports are provided for information only, without guarantees on specific outcomes.

## **12. INDEMNITY**

12.1 The Client shall indemnify Jackrabbit against claims for damage, injury, and breaches related to the Services or Client-provided content.

## **13. WAIVER OF REMEDIES**

13.1 Delays in enforcing provisions shall not restrict Jackrabbit's rights, nor does waiver of rights imply waiver of future breaches.

## **14. SET-OFF**

14.1 The Client cannot set off or withhold payments due to Jackrabbit.

## **15. ASSIGNMENT**

15.1 The Client cannot assign these Terms of Business without Jackrabbit's consent.

15.2 Jackrabbit may assign its rights without prior Client consent.

## **16. PUBLICITY**

16.1 Both parties must coordinate and approve media releases and announcements.

16.2 Jackrabbit is not responsible for media use of approved materials once submitted.

16.3 For reactive PR, Jackrabbit may act on the Client's behalf in line with provided information.

## **17. SEVERABILITY**

17.1 Invalid terms deemed unlawful do not affect the enforceability of remaining terms.

## **18. RIGHTS OF THIRD PARTIES**

18.1 These Terms of Business do not confer rights on third parties except under the Contracts (Rights of Third Parties) Act 1999.

## **19. FORCE MAJEURE**

19.1 Jackrabbit is not liable for non-performance due to circumstances beyond its control (e.g., Act of God, war, fire, etc.).

## **20. LAW AND JURISDICTION**

20.1 These Terms of Business are governed by English law, with exclusive jurisdiction in English courts.

---

### **Jackrabbit Ltd.**

Registered in England No. 14201034

Registered Office: A4 Dolphin Way, Shoreham-by-Sea, BN43 6NZ, United Kingdom