

Terms and Conditions

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Axis 12's Standard Terms and Conditions

These Standard Terms and Conditions (the "Terms") are intended to explain our obligations as a service provider and Your obligations as the Customer. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that Axis12 provides You with access to the Service.

Axis12 reserves the right to change these Terms at any time, effective upon the posting of modified Terms on our Website. Axis12 will use reasonable endeavours to communicate these changes to You via email or notification via the Website. It is likely that the Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent version available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

1 DEFINITIONS

In this Agreement the following terms have the following meanings:

"Axis12" means Axis12 Limited;

"Agreement" means these Standard Terms and Conditions and the Order Form and any other attachments thereto;

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party;

"Data" means any data inputted by You or with Your authority into the Website, including any personal data;

"Fee" means the fee (excluding any taxes and duties) payable by You in accordance with the fee schedule set out in the Order Form (which Axis12 may change from time to time on notice to You);

"Free Trial Period" means the number of days set out in the Order Form during which the Customer may enjoy use of the Service without having to pay any Fees;

"Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered;

"Invited User" means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time;

"Order Form" means the GCloud call off form.

"Service" means the Service purchased by You as identified in the Order Form;

"Service Description" means the description of the Service Purchased by You set out in the GCloud Service Description to the Order Form;

"Subscriber" means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service;

"Subscription Usage" means the usage package purchased by You and depending upon the Service purchased by You may include the number of authorised users or Invited Users permitted, the number of documents permitted to be indexed, the number of searches permitted to be performed, the number of simultaneous editors, the number of digital assets or the hours of customisation provided by Axis12;

"Support Fee" means the fee for the Support Services as set out in clause 9.1. below and as may be updated by Axis12 on notice to You from time to time;

"Support Services" means the support services set out in clause 9.1 below;

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"Website" means the Internet site at the domain that facilitates access to the Service; and

"You" means the Subscriber, and where the context requires, an Invited User. "Your" has a corresponding meaning.

2 USE OF SOFTWARE

2.1 Software as a service usage:

Axis12 grants You the right to access and use the Service via the Website in accordance with the Subscription Usage available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that:

1. the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;
2. the Subscriber is responsible for all Invited Users' use of the Service and shall ensure that the maximum number of Invited Users shall not exceed the maximum number purchased by You as set out in the Order Form;
3. You must ensure that the Invited Users use the Service in accordance with the terms and conditions of this Agreement and You shall be responsible for any Invited User's breach of this Agreement;
4. Axis12 shall be permitted to audit the Services upon reasonable notice to You and shall conduct such audit in such a manner so as not to substantially interfere with Your normal conduct of business;
5. If Axis12 identifies, as part of any audit undertaken, that You have underpaid Your Fees as a result of exceeding Your Subscription Usage, you shall pay to Axis12 an amount equal to such underpayment within 10 days of being notified of the relevant underpayment;
6. the Subscriber controls each Invited User's level of access to the relevant organisation and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease

to be an Invited User or shall have that different level of access, as the case may be; if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

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3 YOUR OBLIGATIONS

3.1 Payment obligations:

Subject to Clause 8.1, Axis12 will issue an invoice for the Fee at the frequency set out in the Order Form on the Effective Date. Axis12 will continue invoicing You in accordance with the terms of this Agreement until this Agreement is terminated in accordance with clause 8.

All Axis12 invoices will be sent to Your Key Customer Contact as set out in the Order Form or to any other billing contact whose details are provided by You to Axis12 by email. All amounts specified in any invoice are payable within 10 days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Fee. Where You have failed to pay the Fee within 30 days of the due date for payment, Axis12 may, without prejudice to its other rights in relation to such non-payment, at its discretion, destroy, delete or remove from its servers and/or its systems (computer or otherwise) part or all of Your Data provided by You during the term of this Agreement.

3.2 Additional Subscription Usage

You may purchase additional Subscription Usage in excess of the amount already purchased by You and Axis12 shall grant access to the Service in accordance with such additional Subscription Usage purchased in accordance with the provisions of this Agreement.

If You wish to purchase additional Subscription Usage, You shall notify Axis12 in writing. Axis12 shall evaluate such request and respond to You with approval or rejection of the request.

If such additional Subscription Usage is purchased by You part way through an applicable payment period, the additional Fees shall be pro-rated accordingly.

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3.3 Preferential pricing or discounts:

You may from time to time be offered (subject to Axis12's discretion) preferential pricing or discounts for the Fees as a result of the number of organisations that You have added to the Service or that have been added with Your authority or as a result of Your use of the Service ('Organisations'). Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Fees in relation to all of Your Organisations. Without prejudice to any other rights that Axis12 may have under these Terms or at law, Axis12 reserves the right to render invoices for the full (non-discounted) Fees due or suspend or terminate Your use of the Service in respect of any or all of Your Organisations in the event that any invoices for those Fees are not paid in full by the due date for payment.

3.4 General obligations:

You must comply with the following obligations:

1. You must provide Axis12 with all necessary cooperation in relation to this Agreement and all necessary access to such information as may be required by Axis12 in order to provide the Service, including but not limited to Your Data, security access information and configuration services.
2. Depending on the Service purchased, it may be necessary to install software on to Your server. You are entirely responsible for any such installation. Where you request such installation to be performed by Axis12, You must provide all necessary cooperation as required and all necessary access to the relevant servers. Axis12 may require that you pay an additional fee for any installation services provided.
3. You must only use the Service and Website for Your own lawful internal business purposes, in accordance with this Agreement and any notice sent by Axis12 or condition posted on the Website.
4. You must comply with all applicable laws and regulations with respect to Your activities under this Agreement. You are solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Axis12's data centres, and all problems,

conditions, delays, delivery failures and all other loss or damage arising or relating to Your network connections or telecommunications links or caused by the internet.

5. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.5 Access conditions:

1. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Axis12 of any breach of the security or confidentiality of any username or password and upon such notification Axis12 will reset Your password. You must take all other actions that Axis12 deems necessary to maintain or enhance the security of Axis12 computing systems and networks and Your access to the Service.
2. As a condition of these Terms, when accessing and using the Services, You must:
 1. not attempt to undermine the security or integrity of Axis12's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 2. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
 3. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
 4. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, unlawful,

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harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive, any content that facilitates illegal activity, any content that depicts sexually explicit images, any content that promotes unlawful violence, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Service or to operate the Website except as is strictly necessary to use either of them for normal operation.

Axis12 reserves its right, without liability or prejudice to any of its other rights under this Agreement to suspend Your access (and Your Invited Users' access) to the Service for breach of any of these provisions.

3.6 Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes, maximum number of concurrent logged in users and/or the number of calls You are permitted to make against any of the applications' programming interface. Any such limitations will be set out in the Order Form and/or the Service Description. Where you exceed such limitations, you shall pay to Axis12 the applicable fees in respect of the excess.

3.7 Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Axis12 is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Axis12 does reserve the right to remove any communication at any time in its sole discretion without any liability to You .

3.8 Indemnity:

You indemnify Axis12 against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Axis12, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You or any use by Axis12 in accordance with this Agreement of Data submitted by You to Axis12.

4 CONFIDENTIALITY AND PRIVACY

4.1 Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 6.1.1 and 6.1.2 shall not apply to any information which:
 1. is or becomes public knowledge other than by a breach of this clause;
 2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

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4. is independently developed without access to the Confidential Information.

4.2 Privacy and Data Storage:

Axis12 maintains a privacy policy that sets out the parties' obligations in respect of Data and personal information. You should read that policy at www.axis12.com/privacy. You will be taken to have accepted that policy when You accept these Terms.

You acknowledge that by accepting these Terms and Axis12's privacy policy you consent to Axis12 transferring or sharing Data that Axis12 collects from You to different locations including to locations outside of the European Economic Area for processing and storing.

5 INTELLECTUAL PROPERTY

5.1 General:

Title to, and all Intellectual Property Rights in the Service, the Website and any documentation relating to the Service remain the property of Axis12 (or its licensors). Except as expressly stated herein, this Agreement does not grant You any rights to or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service.

Axis12 confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with the terms of this Agreement.

5.2 Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property and You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data. However, Your access to the Data is contingent on full payment of the Fee when due.

You grant Axis12 a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Service and for any other purpose related to provision of the Service to You.

5.3 Customisation of the Software:

At Your request, Axis12 may customise the software for You as required during the term of this Agreement for a fee agreed by You and Axis12 in writing (the "**Development Fee**"). Title to, and all Intellectual Property Rights in, any customisations remain the property of Axis12. [Axis12 will grant You a non-exclusive right to use such customisations under the "Visual source licence" contingent on full payment of the Development Fee when due.] On request by You, Axis12 will produce a delta file that consists of all of the requested customisations in a machine readable format.

5.4 Backup of Data:

You must maintain copies of all Data inputted into the Service. Axis12 adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. To the extent permitted by law, Axis12 expressly excludes liability for any loss of Data no matter how caused.

5.5 Third-party applications and your Data.

If You enable third-party applications for use in conjunction with the Service, You acknowledge that Axis12 may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Service. Axis12 shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

6 WARRANTIES AND ACKNOWLEDGEMENTS

6.1 Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

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6.2 Acknowledgement:

You acknowledge that:

1. You are authorised to use the Services and the Website and to access the information and Data that You input into the Service and/or Website, including any information or Data input into the Service and/or Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).
2. Axis12 has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
 1. You are responsible for ensuring that You have the right to do so;
 2. You are responsible for authorising any person who is given access to information or Data, and you agree that Axis12 has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
 3. You will indemnify Axis12 against any claims or loss relating to:
 1. Axis12's refusal to provide any person access to Your information or Data in accordance with these Terms,
 2. Axis12's making available information or Data to any person with Your authorisation.
3. The provision of, access to, and use of, the Services are on an "as is" basis and at Your own risk.
4. Axis12 does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing

the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Axis12 is not in any way responsible for any such interference or prevention of Your access or use of the Services.

5. It is Your sole responsibility to determine that the Service meets the needs of Your business and are suitable for the purposes for which they are used.

6.3 No warranties:

Axis12 gives no warranty about the Service. Without limiting the foregoing, Axis12 does not warrant that the Service will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose and non-infringement.

6.4 Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the Website or these Terms.

7 LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, Axis12 excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.
2. If You suffer loss or damage as a result of Axis12's negligence or failure to comply with these Terms, any claim by You against Axis12 arising from Axis12's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous 12 months.

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3. Subject to Clause 9.2 above, if You are not satisfied with the Service, Your sole and exclusive remedy is to terminate this Agreement in accordance with Clause 8.

8 TERMINATION

8.1 Trial policy:

Depending upon the Service purchased, there may be a Free Trial Period when You first sign up for access to the Service. During this Free Trial Period, You can evaluate the Service under the defined trial usage conditions, with no obligation to continue to use the Service. If You do not wish to continue using the Service following the Free Trial Period, You may have your trial account deleted by contacting technical@axistwelve.com. If You continue using the Services following the end of this Free Trial Period, payment for the first applicable payment period (which depending upon the Service will be either the first month or the first year) shall be due immediately. If You fail to make the immediate payment, Axis12 may suspend Your access (and any of Your Invited Users' access) to the Service until such payment has been received. Once you have made this initial payment, the invoicing terms in Clause 3.1 above shall apply.

8.2 Prepaid Subscriptions:

Axis12 will not provide any refund for any remaining prepaid period for a prepaid Fee subscription where the Agreement is terminated prior to the end of any prepaid period.

8.3 No-fault termination:

These Terms will continue for the period covered by the Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period. If You terminate these Terms You shall be liable to pay all relevant Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms.

8.4 Breach:

If You:

1. breach any of these Terms (including, without limitation, by non-payment of any Fee or Support Fees if applicable) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.5 or any failure to pay Fees that are more than 30 days overdue); or
3. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Axis12 may take any or all of the following actions, at its sole discretion:

1. terminate this Agreement and Your use of the Service and the Website;
2. suspend for any definite or indefinite period of time, Your use of the Service and the Website;
3. suspend or terminate access to all or any Data; or
4. take any of the above actions in respect of any or all other persons (including Invited Users) whom You have authorised to have access to Your information or Data.

30 days following termination of the Service, Axis12 may, at its discretion, destroy, delete or remove from its servers and/or its systems (computer or otherwise) part or all of Your Data provided by You during the term of this Agreement.

For the avoidance of doubt, if payment of any invoice for Fees due in relation to any of Your billing contacts, billing plans or any of Your Organisations (as defined at clause 3) is not made in full by the relevant due date, Axis12 may: suspend or terminate Your use of the Service, the authority for all or any of Your Organisations to use the Service, or Your rights of access to all or any Data.

8.5 Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and

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including the date of termination. On termination of this Agreement You will:

1. remain liable for any accrued Fees and/or Support Fees and amounts which become due for payment before or after termination; and
2. immediately cease to use the Services and the Website.

8.6 Expiry or termination:

Clauses 3.1, 3.8, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9 HELP DESK

9.1 Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Axis12.

If you have not purchased any Support Services, and having used all reasonable endeavours to investigate and diagnose the problem, You still need technical help, please check the support provided online by Axis12 as set out on the Website, or failing that, email Axis12 at support@axistwelve.com.

Axis12 offers different levels of Support Services namely Bronze, Silver and Gold. You may purchase any of these levels for the Support Fee. Any Support Fees payable by You will be invoiced monthly in advance and You will be required to pay such invoices in accordance with Your payment obligations set out at Clause 3.1 above.

When you report an issue to Axis12, Axis12 will, as part of the Support Services, classify such an issue as Severity 1, Severity 2 or Severity 3.

Severity 1 means an issue that results in the loss of a facility or function material to the proper operation of the Service and critical to the Service's operation and that prevents You from carrying out Your business using the Service.

Severity 2 means an issue that results in loss or interrupted provision of a facility or function material to the proper operation of the Service but does not prevent You from carrying out Your business using the Service.

Severity 3 means an issue that results in a minor loss of facility and/or functionality.

Axis12 will use all reasonable endeavours to respond to and resolve any reported Severity 1, 2 or 3 issues within the applicable timescales to be determined if required by You.

9.2 Service availability:

Whilst Axis12 intends that the Service should be available 24 hours a day, seven days a week, it is possible that on occasions the Service or Website may be unavailable to permit maintenance or other development activity to take place. It is also possible that the Website or Service becomes inaccessible or inoperable through causes beyond the control of Axis12, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures.

If for any reason Axis12 has to interrupt the Service for longer periods than Axis12 would normally expect, Axis12 will use reasonable endeavours to publish in advance details of such activity on the Website.

10 GENERAL

10.1 Entire agreement:

This Agreement, together with the Axis12 Privacy Policy and the terms of any other notices or instructions given to You under this Agreement, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Axis12 relating to the Service and the other matters dealt with in this Agreement.

10.2 Waiver:

If either party waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

10.3 Delays:

Neither party will be liable for any delay or failure in performance of its obligations under this Agreement if the

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delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

10.4 No Assignment:

You may not assign or transfer any rights to any other person without Axis12's prior written consent.

10.5 Governing law and jurisdiction:

The Terms and Conditions contained in this Agreement are governed and construed in accordance with the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes (including non-contractual disputes and claims) arising out of or in connection with this Agreement.

10.6 Severability:

If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

10.7 Notices:

Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Axis12 must be sent to technical@axistwelve.com or to any other email address notified by email to You by Axis12. Notices to You will be sent to the email address, which You provided when setting up Your access to the Service.

10.8 Rights of Third Parties:

A person who is not a party to this Agreement has no right to benefit under or to enforce any term of these Terms.

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