TERMS AND CONDITIONS FOR THE PROVISION OF WORKS

These terms and conditions are between the Client named in the Sales Order Form (the Client) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04414350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (Connect) for the provision of Works.

1. Definitions

Agreement means these terms and conditions, the Sales Order Forms and the Proposals

Intellectual Property Rights means any patents, registered designs, trademarks and service marks (whether registered or not), and applications for any of the foregoing, copyright, know-how, confidential information, moral rights, rights in and to databases and all similar and/or analogous rights subsisting at any time in any part of the world.

Price means the charges for the design and development of the Works as set out in the Sales Order Form and the Proposal

Sales Order Form means the order form which sets out the client details and the price

Software means the software specially commissioned by the Client as part of the Works as detailed in the Proposal

Works means the work required to be undertaken or performed by Connect as detailed in the Sales Order Form

Working Days means on any day except a Saturday, Sunday or statutory bank holiday between the hours of 9am and 5pm.

2. Formation of contract

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Client. This Agreement shall contain the sole terms and conditions of the provision of any services by Connect.

3. Connect's obligations

3.1 Connect hereby undertakes to:

(i) design and develop the Works

(ii) design and develop the Software

(iii) comply with all applicable rules, regulations, codes of practice and laws relating in any way to the creation and design of the Works; in accordance (where relevant) with the Proposal

4. Client obligations

4.1 The Client undertakes to provide Connect promptly with any information and documentation which Connect may reasonably require from time to time to enable Connect to undertake the Works. The Client shall, for the purposes of the Agreement, afford to the

authorised personnel of Connect during Working Days, full and safe access to its business premises and shall provide adequate free working space and such other facilities as may be necessary for the performance of the Works.

4.2 The Client undertakes to conduct user acceptance testing with reference to the Proposal and any subsequently agreed and documented requirements within the 21 day calendar day period following the Works being made available for this purpose. The Client agrees that the Works will be deemed concluded and satisfactory after this 21 day period except for any issues agreed between the parties and arising from user acceptance testing undertaken within this period.

5. Domain names

5.1 In the event the Works include the registration of domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities under their Terms and Conditions. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for .uk domains on http://www.nominet.uk/resources/policy/policies-rules/ for other domains on http://www.totalregistrations.com/Terms.aspx

6. Licence and assignment

6.1 Connect shall, where applicable, grant to the Client (or procure that there is granted to the Client) a non-exclusive, non-transferable, non-sublicensable perpetual licence to use the Works and the Software, excluding open source software and commercial software that may be incorporated into the Works.

7. Payment

7.1 The Client shall pay the Price for the Works in accordance with the payment mechanism set out in the Sales Order Form and the Proposal.

7.2 The Price shall be payable within 15 days of the date of Connect's invoice.

7.3 The Price is exclusive of Value Added Tax which shall also be paid by the Client.

7.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.

7.5 Unless agreed otherwise prior to acceptance of this Sales Order the following Payment Plan applies: For Hosting/Support and Maintenance/Other ongoing services: 100% Annual Price due in advance; hosting charges commence on system go-live/handover or 45 calendar days following the system being made available for user acceptance testing, whichever is sooner. For Development/Works: 20% Price on placement of Order, 20% Price on completion of Discovery phase, 40% Price on handover for user acceptance testing, 20% Price on sign-off of the Works.

7.6 If any element of the Price payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other

rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.

7.7 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Work whilst any monies due for payment by the Client are outstanding.

8. Intellectual property rights

8.1 The Client acknowledges that all Intellectual Property in the Works and the Software is owned and is the sole property of Connect.

8.2 Connect acknowledges that any and all the Intellectual Property Rights in the content including all information and data published on any website which has been developed by Connect as part of the Works will be the sole property of the Client (unless otherwise agreed in writing).

8.3 The Client will allow Connect to use its name solely for advertising and reference purposes.

9. Warranties

9.1 Connect warrants to the Client that the Work shall be performed with reasonable skill and care and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.

9.2 Connect does not warrant that the operation of the Software will be uninterrupted or error free.

9.3 Connect will address errors in the Works excluding any third party components provided such errors are agreed between the parties as a non-compliance with the Proposal and any subsequent agreed and documented Specification and provided such errors are reported in the specified way by the Client within 45 working days of the Works being delivered to the client for acceptance testing.

9.4 Except as expressly set out in the terms all conditions, terms, warranties, undertakings and obligations express or implied by statute (including without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Connect)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.

10. Limitation of liability

10.1 Connect is not and will not be liable to the Client for any loss of profits; loss of business; loss of goodwill; incidental loss; special loss; consequential loss or indirect loss incurred as a result of or in connection with the Agreement, whether arising in the law of contract, tort or otherwise and notwithstanding that such loss was foreseeable at the date of this Agreement.

10.2 Nothing in the Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence or for fraud.

10.3 Other than in respect of clause 10.2 and subject to clause 10.1 Connect's maximum aggregate liability in contract, tort, negligence or otherwise arising out of or in connect with this Agreement will be limited in aggregate to the Price.

11. Termination

11.1 Either party may terminate the Agreement forthwith in the event that:

(i) the other is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within 30 (thirty) days of receipt of written notice from the terminating party specifying the breach and requiring its remedy.

(ii) the other party passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding up order.

11.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined by section 416 of the Income and Corporation Taxes Act 1988).

12. Effects of termination

12.1 On the expiration or termination of this Agreement howsoever caused:

(i) all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination;

(ii) the Client shall pay Connect for all unpaid charges and reimburse expenses accrued up to the date of expiration or termination

13. Confidentiality

13.1 Subject to clauses 13.2 and 13.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of the Agreement or thereafter disclose to any person or use for any purpose any information of a confidential nature obtained by it (the "Recipient Party") from the other (the "Disclosing Party") in connection with this Agreement but the Recipient Party may: (i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in this Agreement (ii) use such information in the proper exercise of its rights and the performance of its obligations under this Agreement

13.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.

13.3 The restrictions on use and disclosure of information under clause 13.1 shall not apply to any information which the Recipient Party can prove:

(i) was already known to it prior to its receipt thereof from the Disclosing Party; or

(ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same, (whether directly or indirectly) from the Disclosing Party; or

(iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provision of this clause 13 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or

(iv) it is required to disclose by law, regulation or order

14. Assignment and sub-contracting

14.1 The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect's prior written consent.

15. Notices

15.1 All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:

(i) at the time when the same is left at the addressee's address; or

(ii) on the second Working Day after the same shall have been properly posted; or

(iii) in the case of a fax, on the first Working Day after the day of transmission by the fax operator provided that the transmitting fax machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's fax number

16. Waiver

16.1 Failure by either party at any time to enforce the provision of this Agreement or to require performance by the other of any of the provision of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.

17. Entire agreement

17.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertaking and agreements whether oral or written between the parties relating to such subject matter.

17.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or

not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.

18. Relationships

18.1 Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.

19. Force Majeure

19.1 Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives written notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the event shall have its time for performance of its obligations extended by a period equal to the delay.

20. Variation

20.1 Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.

21. Validity

21.1 Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties hall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.

22. Third Party Rights Act

22.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. Law

23.1 This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.

TERMS AND CONDITIONS FOR HOSTING

These terms and conditions are between the client named in the Sales Order Form (**Client**) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04424350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (**Connect**), for hosting services.

1. Definitions

Activities means any data, service, application or software on the servers as more fully detailed in the Sales Order and referenced Proposal

Agreement means these terms and conditions, the Sales Order Form and the Proposal

Charges means the charges for hosting and maintenance as set out in the Sales Order Form and the Proposal

Commencement Date means the date that Connect starts to host the Software

Contract Year means the 12 month period from the Commencement Date and each subsequent 12 month period as applicable

Data Controller means the party that determines the purposes and means of processing personal data (Client)

Data Processor means the party that is responsible for processing personal data on behalf of the Data Controller (Connect)

Hosting Services means the hosting service as set out in the Sales Order or the Proposal to be provided by Connect to the Client pursuant to Clause 4

Location means Connect's premises or such other premises as the parties may agree from time to time

Maintenance means the maintenance and support services set out in the Sales Order or the Proposal to be provided by Connect to the Client pursuant to Clause 4

Personal Data means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier

Proposal means the proposal (if referenced) that details the hosting services to be provided

Sales Order Form means the order form which sets out the Client details and the Price Servers means any servers and other equipment described in the Sales Order and the Proposal which will be situated at the Location

Services means the Maintenance Services and Hosting Services

Software means the software to be hosted as set out in the Sales Order and the Proposal

Working Days means on any day except a Saturday, Sunday or statutory bank holiday between the hours of 9.00am and 5.00pm

2. Formation of Contract

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Customer. This Agreement shall contain the sole terms and conditions of the provision of any Services by Connect.

3. Duration

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated pursuant to Clause 11 (Term).

4. Hosting and Maintenance Services

4.1 Connect shall provide the Hosting and Maintenance Services in accordance with the Sales Order and Proposal. However, Connect do not warrant that the Services will be continuously available.

4.2 The Client indemnifies and agrees to hold harmless Connect against all actions, proceedings, claims, demands, damages, costs (including legal costs) and losses suffered or incurred by Connect directly or indirectly as a result of any content of or transaction via the Activities, any links to third party websites or as a result of the content of any materials or data updates provided by the Client.

4.3 The Client may only use the Services as specifically detailed in the Sales Order and Proposal. If the Client wishes to use the Services in any alternative or additional manner they need to request such changes from Connect and comply with any additional terms and/or pay any additional charges.

4.4 The Client acknowledges that Connect do not monitor or control the Activities or contents of emails, messages, bulletin boards, or other items located or transmitted via the Internet.

4.5 Connect reserves the right but does not assume the obligation to inspect the Activities and the content and material of files, emails and posting to ascertain compliance with these terms or any laws, regulations or codes applicable to these terms. In the event of any breach or suspected breach of this Clause 4 and/or Clause 5 Connect will be entitled to suspend and/or terminate any or all of the Services.

4.6 In the event the Services interfere in any way with any other services that Connect operate Connect will be entitled to suspend and/or terminate any or all of the Services and/or the Agreement. The suspension or termination of the Services and/or the Agreement shall be without prejudice to any other rights either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

5. Client's Obligations

5.1 During the continuance of the Agreement the Client shall:

(i) upon reasonable request from Connect co-operate with Connect's personnel in the diagnosis of any error or defect in the Activities; and

(ii) upon reasonable request from Connect make available to Connect's personnel free of charge all necessary information and assistance reasonably required by Connect's personnel to enable Connect to perform the Services; and

(iii) not use the Activities to receive, store, transmit, allow access to otherwise communicate, or reproduce any material including images which in the reasonable opinion of Connect are or are likely to be illegal, unlawful, or in breach of applicable regulations or any recognised industry standards and/or codes of conduct. Such materials including images will be by way of illustration and not by way of limitation, the following types of material:

(a) offensive, abusive, indecent, obscene, pornographic, defamatory, menacing or violent;

(b) the publication of which would be in breach of confidence and/or privacy;

(c) its publication would be an infringement of copyright, trademarks or any other intellectual property rights of any person

(iv) not create and/or introduce into the Service any virus, or other destructive or contaminating programme;

(v) use an up to date virus scanning programme on all materials downloaded through the Services

6. Dedicated Hosting

6.1 In the event the Services include dedicated hosting the client will be responsible for ensuring that the Servers and any Software will adequately meet their needs and any assistance Connect give is without any liability. In the event that Connect purchase any Servers or Software on behalf of the Client the Client will pay for such Servers and/or Software in advance. The Client will be responsible for obtaining any warranties in relation to the Servers and ensuring the Software is licensed to them on appropriate terms.

6.2 Connect shall effect and maintain in relation to the Servers with a reputable insurance company and such insurance shall be in an amount equal to the replacement value of the Servers. Such insurance shall not be required to cover ordinary fair wear and tear and shall only be required for as long as the Servers remain at the Location.

7. Domain Names

7.1 In the event the Services include registration of domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities under their Terms and Conditions. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for .uk domains on http://www.nominet.uk/resources/policy/policies-rules/ for other domains on http://www.totalregistrations.com/Terms.aspx

8. Payment

8.1 The Client shall pay the Charges annually in advance at the rates as are set out in the Sales Order Form.

8.2 The Charges shall be payable by the Client within 15 days of the date of Connect's invoice.

8.3 The Price is exclusive of Value Added Tax which shall also be paid by the Client.

8.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.

8.5 Unless agreed otherwise prior to acceptance of this Sales Order the following **Payment Plan** applies:

For Hosting/Support and Maintenance/Other ongoing services: 100% Annual Price due in advance; hosting charges commence on system go-live/handover or 45 calendar days following the system being made available for user acceptance testing, whichever is sooner.

For Development work/Other Works: 20% Charges on placement of Order, 20% Charges on completion of Discovery phase, 40% Charges on handover for user acceptance testing, 20% Charges on sign-off of the Works.

8.6 If any element of the Charges payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.

8.7 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Services whilst any monies due for payment by the Client are outstanding.

9. Warranties and Indemnity

9.1 Connect warrants that the Services shall be provided using reasonable care and skill and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.

9.2 Connect will use reasonable endeavours to provide any Internet presence included in the Services continuously but Connect do not warrant or represent that it can do so since neither Connect nor any other party has any control over the Internet. Connect will not be liable for its failure to continuously provide such Services.

9.3 The Client must accept the Services “as is” and “as available” and except as set out in Clause 9.1 all warranties whether express or implied (including without limitation those of satisfactory quality, and fitness for purpose, even if that purpose is made known expressly or by implication to Connect) common laws, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.

10. Limitation of Liability

10.1 Connect is not liable and will not be liable under any circumstances, for any loss of profit; loss of use; loss of data; loss of revenue; any indirect, incidental, special, punitive or consequential loss or damages which the Client may incur as a result or in connection with this Agreement whether caused by Connect’s negligence, breach of contract or however caused notwithstanding that such loss was foreseeable at the date of this Agreement.

10.2 Nothing in the Agreement shall exclude any liability for fraud or any death or physical injury to persons arising from negligence of its employees, subcontractors and agents.

10.3 Except where liability arises under Clause 10.2 and subject to Clause 10.1, Connect’s entire liability for any claim made in respect of or in connection with the Agreement, whether in contract, tort (including negligence), or under statute and howsoever and whenever arising, will not in any Contract Year during the Term exceed the total of all Charges payable or paid in that Contract Year.

11. Termination

11.1 Each party may at any time by notice in writing terminate the Agreement as from the date of service of such notice if:

(i) the other party passes a resolution, or the Court makes an order that such other party be wound up otherwise than for the purposes of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of such other party, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purposes of a bona fide reconstruction or amalgamation to make a winding up order, or such other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any similar events occurs under the laws of any other jurisdiction; or

(ii) the other party is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within thirty (30) days of written notice to such other party specifying the breach and requiring its remedy.

11.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined in section 416 Income and Corporation Taxes Act 1988).

11.3 Each party may terminate the Agreement in its sole discretion by giving the other 30 days written notice such notice to take effect on an anniversary of the Commencement Date.

12. Effect of Termination

On expiration or termination of the Agreement howsoever caused:

(i) all rights and obligations of the parties under the Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination

(ii) the Client shall pay Connect for all unpaid Charges and reimburse expenses accrued up to the date or expiration or termination

13. Confidentiality

13.1 Subject to Clauses 13.2 and 13.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of this Agreement or thereafter disclosure to any person or use for any purpose any information of a confidential nature obtained by it (Recipient Party) from the other (Disclosing Party) in connection with this Agreement but the Recipient Party may:

(i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in the Agreement;

(ii) use such information in the proper exercise of its rights and the performance of its obligation under this Agreement.

13.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.

13.3 The restrictions on use and disclosure of information under Clause 13.1 shall not apply to any information which the Recipient Party can prove:

(i) was already known to it prior to its receipt thereof from the Disclosing Party; or

(ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or

(iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause 13 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or

(iv) it is required to disclose by law, regulation or order.

14. Data Protection

14.1 The provisions of this Clause 14 shall apply during the Term and for such time as Connect holds Personal Data on behalf on the Client.

14.1 The Client is acting as Data Controller.

14.2 The Client agrees to clearly and fully specify in writing prior to commencement of the service the subject matter of the processing, types of personal data, duration and the nature and purpose of the data processing and to notify Connect giving reasonable notice of any changes.

14.3 Connect is acting as Data Processor.

14.4 Connect shall (and shall procure that its staff) comply with any notification requirements under the GDPR and both Parties undertake to duly observe all their obligations under the GDPR which arise in connection with this Agreement.

14.5 Where Connect (Data Processor) processes Personal Data for the Client (Data Controller), Connect shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Client Personal Data (and to guard against unauthorised or unlawful Processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data) and:

14.5.1 provide the Client with such information as the Client may reasonably request to satisfy itself that Connect is complying with its obligations under the GDPR; and

14.5.2 in any breach of the security measures to be put in place pursuant to this clause

14.5.2.1 promptly notify the Client

14.5.2.2 execute promptly the mitigation and remedial measures to be put in place pursuant to this clause; and

14.5.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of its obligations under GDPR or relevant legislation.

14.6 On termination of the service Connect will at the discretion of the Client destroy or return the personal data.

14.7 Both parties agree to cooperate with data protection authorities in the case of an investigation and to fully comply with reporting expectations under GDPR

15. Information Security

Connect shall ensure that all employees and contractors for Connect adhere at all times to Connect's information security policies. All employees and contractors are obliged to sign Connect's User Agreement which covers, but is not limited to, obligations under GDPR, The Computer Misuse Act, Connect Internet Solutions Ltd Information Systems Security Policy

16. Assignment and Sub-contracting

The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect's prior written consent.

17. Notices

All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:

(i) at the time when the same is left at the addressee's address; or

(ii) on the second Working Day after the same shall have been properly posted; or

(iii) in the case of a fax, on the first Working Day after the day of transmission by the fax operator provided that the transmitting machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's fax number.

18. Waiver

Failure by either party at any time to enforce the provisions of this Agreement or to require performance by the other of any of the provisions of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.

19. Entire Agreement

19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties relating to such subject matter.

19.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or

not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.

20. Relationships

Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.

21. Force Majeure

Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the event shall have its time for performance of its obligations extended by a period equal to the delay.

22. Variation

Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.

23. Validity

Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.

24. Third Party Rights Act

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. Law

This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.