

CaseLines

Customer SaaS Terms and Conditions

1 Overriding Provisions

- 1.1 This Contract (which comprises any signed Order Form and these CaseLines SaaS Customer Terms and Conditions, taken together) is made between the Customer and Netmaster Solutions Ltd. a company registered in United Kingdom under company number 03947790 and whose registered office is at A2 Yeoman Gate, Yeoman Way, Worthing, BN13 3QZ (“**NSL**”). NSL agrees to allow the Customer, its employees and other users approved by the Customer (the “Users”) to access the CaseLines service (“the Services”) in accordance with this Contract together with the CaseLines User Terms and Conditions. Your use of the Services is deemed to constitute acceptance of these terms and is deemed to commence upon your first use of the Services.
- 1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Contract, the provisions of the CaseLines User Terms and Conditions, any document referred to in the Clauses of this Contract (including Customer’s own terms and conditions) and the Order Form, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.1 Any signed Order Form;
 - 1.2.2 the Clauses of these CaseLines SaaS Customer Terms and Conditions;
 - 1.2.3 the CaseLines User Terms and Conditions
 - 1.2.4 any other document referred to in the Clauses of this Contract.
- 1.3 The Customer acknowledges and accepts the order of prevailing provisions as set out in Clause 1.2 above.

2 Confidentiality

- 2.1 NSL and the Customer (the “Party” or “Parties” as the context permits) shall, except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract:
 - 2.1.1 treat the other Party’s Confidential Information as confidential and safeguard it accordingly; and

- 2.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract.
- 2.2 NSL may only disclose the Customer's Confidential Information to NSL Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 2.3 The Parties shall not, and shall procure that the Party's Staff do not, use any of the other Party's Confidential Information received otherwise than for the purposes of this Contract.
- 2.4 The provisions of Clauses 2.1 shall not apply to the extent that:
 - 2.4.1 such disclosure is a requirement of Law placed upon the Party making the disclosure;
 - 2.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 2.4.3 such information was obtained from a third party without obligation of confidentiality;
 - 2.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 2.4.5 it is independently developed without access to the other Party's Confidential Information.
- 2.5 Nothing in this Contract shall prevent the Customer from disclosing NSL's Confidential Information:
 - 2.5.1 to its professional advisors and auditors for the purpose of the examination and certification of the Customer's accounts;
 - 2.5.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 2.6 In the event that either party fails to comply with Clauses 2.1 to Clause 2.4, the other Party reserves the right to terminate this Contract with immediate effect by notice in writing.

3 Intellectual Property

- 3.1 The user interface content, design and process flows used to deliver the Services including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of NSL, its affiliates or other relevant third parties. By continuing to use the Services the Customer acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 3.2 Neither the Customer nor Users are permitted to reproduce, copy, distribute, store or in any other fashion re-use material from the user interface content, design and process flows used to deliver the Services unless otherwise given express written permission to do so by NSL.
- 3.3 The Customer and Users are expressly prohibited from using or exploiting any information provided by NSL (including, but not limited to, training materials, technical documentation, high level and low level designs, service specifications and user guides) for any purpose other than for the effective use and management and/or security of the Services.
- 3.4 Notwithstanding Clauses 3.1 to 3.4 content comprising the services may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

4 Freedom of Information

- 4.1 NSL acknowledges that where the Customer is subject to the requirements of the FOIA and/or the Environmental Information Regulations NSL shall assist and co-operate with the Customer to enable the Customer to comply with its information disclosure obligations, save that NSL may in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement refuse to permit disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations of any information which it deems to be commercially sensitive information.
- 4.2 The Customer undertakes to respond to FOIA requests notified to it by NSL or by Users, including, if necessary, by referring such requests to an appropriate User.

5 Data Protection

- 5.1 In order to deliver the Services NSL will process Personal Data (including where appropriate, Special Category Personal Data) transferred to it by the Customer (the “Personal Data”), in respect of which the Customer is the Data Controller, as required by the Data Protection Legislation (the “DPL”) and otherwise comply with its obligations under the DPL and Information Commissioner’s Office (ICO) guidance. The terms “Data Protection Legislation” and “DPL” mean:
- 5.1.1 the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner (the “ICO”); and
 - 5.1.2 to the extent that it relates to processing of personal data and privacy and (for so long as and to the extent that the law of the European Union has legal effect in the UK), any Laws that come into force which amend, supersede or replace existing Laws including the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time.
- 5.2 The terms Personal Data (including Special Category Personal Data where the context requires), Data Subject, Data Protection Impact Assessment, personal data Breach, Data Controller, Data Processor and Sub-processor shall have the meanings ascribed to them in the Data Protection Act 2018. The term Data Loss Event shall mean any event that results, or may result, in unauthorised access to Personal Data held by NSL under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach. The term Subject Access Request shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. The term Protective Measures shall mean appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
- 5.3 If requested and subject to a reasonable charge evidenced on an open book basis, NSL will provide reasonable assistance to the Customer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures).

- 5.4 The Customer is responsible for obtaining all and any necessary consents from Data Subjects in relation to evidential and other material that is included in cases created by the Customer.
- 5.5 NSL shall process the Personal Data set out in the sub-clauses of this Clause 5.5 only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law, including the DPL, or any regulatory body and for no other purpose.
 - 5.5.1 The subject matter of the processing shall include names and contact information for the Customer's staff and users invited by the Customer to access cases, and documents and/or evidential information added to cases created by the Customer.
 - 5.5.2 Personal Data will continue to be processed so long as the Customer remains a user of the Services or as long as any case created by the Customer is retained within the Services.
 - 5.5.3 Processing of Personal Data shall comprise collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
 - 5.5.4 NSL will process the Personal Data referred to in Clause 5.5.1 for the purpose of allowing the Customer to access and manage cases created by the Customer.
 - 5.5.5 NSL will record names, email addresses and contact numbers of the Customer's staff and users invited to access its cases. NSL will also store and process information supplied by the Customer, its staff and its users including information about parties to the cases created by the Customer which may include additional special category personal data including (but not limited to) medical information and conviction records, all of which may be covered by the provisions of Article 9, para 2(f) Article 10 of regulation (EU) 2016/679.
 - 5.5.6 Data Subjects affected by the data processing will include the Customer's staff and users invited to its cases and also parties referred to in cases created by the Customer.
 - 5.5.7 NSL shall notify the Customer if it considers that any instruction given by the Customer infringes or could lead to an infringement of the DPL.
- 5.6 NSL will process the Personal Data on behalf of the Customer and other users invited to access the Services by the Customer by putting in place Protective Measures to guard against a Personal Data Breach, which take into account the nature of the Personal Data, the harm that might result, the state of technology and the cost of implementing the measures.

- 5.7 Subject always to Clause 8 (Liability), in the event of a Personal Data Breach NSL shall use all reasonable endeavours to restore the lost or damaged Personal Data, at its own expense, from the latest back-up of the Personal Data maintained by NSL, or, where the Personal Data has not been restored by the Service Provider within ten (10) Working Days, at the Customer's option, promptly reimburse the Customer for any reasonable expenses it incurs in having the Personal Data restored by a third party
- 5.8 NSL shall maintain complete and accurate records, information and logs sufficient to demonstrate compliance with this Clause 5 and to facilitate any necessary investigation in the event of a Personal Data Breach.
- 5.9 NSL shall ensure that only those of its employees that have a need to do so in order to provide the Services may access the Personal Data and that such employees shall be appropriately vetted, trained, aware of and will comply with NSL's duties under this clause 5, are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this agreement and are obliged to keep the Personal Data confidential.
- 5.10 NSL shall not transfer the Personal Data outside the European Union without the express permission of the Customer and:
 - 5.10.1 the Customer has agreed with NSL appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer
 - 5.10.2 the Data Subject has enforceable rights and effective legal remedies;
 - 5.10.3 NSL complies with its obligations under the DPL by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - 5.10.4 NSL complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- 5.11 The Customer shall ensure that the Users comply with the Data Sharing provisions set out in Clause 12 of the CaseLines User Terms and Conditions at <http://caselines.com/user-terms-conditions>.
- 5.12 In the event that either Party becomes aware of any breach of security or confidentiality resulting in the compromise of any Personal Data (including any Data Loss Event), whether through the Services or by the action of any User, that Party will immediately notify the other Party.

- 5.12.1 The Parties will obtain and provide to each other, including the provision of further information to the Customer in phases as details become available, sufficient information as to the nature and severity of the incident and mitigation steps being taken and shall liaise on the management and outcome of the information security incident.
- 5.12.2 The Customer shall be responsible for notifying any third party from whom the Personal Data may have been collected/obtained, and any third parties that have access to the Personal Data, Data Subjects and/or, if necessary, relevant regulatory bodies.
- 5.13 The Customer consents to the use by NSL of Microsoft as its Sub-Processor of any Personal Data governed by this agreement. NSL shall comply with any relevant ICO guidance in relation to Sub-Processors and remain liable for the acts and omissions of its Sub-Processor.
- 5.14 At the request of the Customer, NSL shall delete or return the Personal Data (and any copies) to the Customer upon termination of this Contract, unless required by law to retain the Personal Data.
- 5.15 NSL will notify the Customer immediately if it receives any communication from a third party relating, or purporting to relate, to the Parties' obligations under the DPL or otherwise required by law.
- 5.16 The Customer acknowledges its statutory duty to determine its obligations in respect of subject rights granted by the DPL including inter alia Subject Access Requests, Rights of Erasure and Rights of Rectification. NSL will transfer any subject rights request, communication or complaint to the Customer as soon as reasonably practicable. Beyond providing such assistance as required by the DPL, NSL will not respond to any subject rights request it receives.
- 5.17 NSL shall allow for audits, at the Customer's reasonable cost evidenced on an open book basis, of its Data Processing activity by the Customer or the Customer's designated auditor.
- 5.18 NSL shall assist the Customer, at the Customer's cost on an open book basis, in responding to any request or complaint from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

6 Term and Termination

- 6.1 This Contract shall take effect on the Effective Date, being the earlier of the date of first use or the date specified in the Order Form.
- 6.2 A Customer that is using the Service on a case by case basis may terminate at any time by ceasing to use the Service and requesting NSL to close the account.
- 6.3 For a Customer that is using the Service under an annual Corporate Subscription, the Initial Term of this Contract is one (1) year from the Effective Date. After the Initial Term, and on every anniversary date thereafter, this Contract will continue in force for a further period of one year.
- 6.4 After the Initial Term, either the Customer or NSL may terminate this Contract by providing three (3) months written notice of termination to the other Party prior to an anniversary date.
- 6.5 If the Customer fails to pay NSL undisputed sums of money when due, NSL shall notify the Customer in writing of such failure to pay and allow the Customer five (5) calendar days to settle the undisputed invoice. If the Customer fails to pay such undisputed sums within the allotted additional 5 calendar days, NSL may terminate this Contract subject to giving one calendar months' notice or the length of notice as specified in the Order Form if longer.
- 6.6 The Customer may terminate this Contract with immediate effect by giving written notice to NSL if NSL commits a Material Breach of any obligation under this Contract and if:
 - 6.6.1 NSL has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Customer) of written notice to NSL specifying the Material Breach and requiring its remedy; or
 - 6.6.2 the Material Breach is not, in the opinion of the Customer capable of remedy.
- 6.7 If there are two or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Customer considers that NSL has committed a repeated Default in relation to this Contract or any part thereof and believes that the Default is remediable, then the Customer shall be entitled to serve a notice on NSL:
 - 6.7.1 specifying that it is a formal warning notice;
 - 6.7.2 giving reasonable details of the breach; and
 - 6.7.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Contract or that part of the Services affected by such breach.

- 6.7.4 If, thirty (30) Working Days after service of a formal warning notice as described in Clause 5.4.1, NSL has failed to demonstrate to the satisfaction of the Customer that the breach specified has not continued or recurred and that NSL has put in place measures to ensure that such breach does not recur, then the Customer may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause 5.3.2.
- 6.8 The termination (howsoever arising) or expiry of this Contract pursuant to this Clause 6 shall be without prejudice to any rights of either the Customer or NSL that shall have accrued before the date of such termination or expiry.
- 6.9 Save as aforesaid, NSL shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Contract.

7 Consequences of Termination and Expiry

- 7.1 Notwithstanding the service of a notice to terminate this Contract or any part thereof, NSL shall continue to provide the ordered Services until the date of expiry or termination (howsoever arising) of this Contract (or any part thereof) or such other date as required under this Clause 7.
- 7.2 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Contract, NSL shall return (or make available) to the Customer any data (including (if any) Personal Data) and Customer Confidential Information in NSL's possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse NSL's pre-agreed and reasonable data conversion expenses), together with any access keys and other related documentation, and any other information and all copies thereof owned by the Customer.
- 7.3 The Customer and NSL shall comply with the exit and service transfer arrangements as per NSL's terms and conditions.
- 7.4 Subject to Clause 8 (Liability), if the Customer terminates this Contract other than in compliance with the provisions of Section 6, the Customer shall indemnify NSL against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by NSL by reason of the termination of this Contract, provided that NSL takes reasonable steps to mitigate such loss. Where NSL holds insurance, NSL shall reduce its unavoidable costs by any insurance sums available. NSL shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by NSL as a result of such termination.

8 Liability

- 8.1 To the maximum extent permitted by law, NSL accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Services.
- 8.2 Nothing in this Clause 8 shall affect a Party's general duty to mitigate its loss.
- 8.3 Nothing in this Contract shall be construed to limit or exclude either Party's liability for:
 - 8.3.1 death or personal injury caused by its negligence or that of its staff;
 - 8.3.2 bribery, fraud or fraudulent misrepresentation by it or that of its staff;
 - 8.3.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 8.3.4 any other matter which, by Law, may not be excluded or limited.
- 8.4 Nothing in this Contract shall impose any liability on the Customer in respect of any liability incurred by NSL to any other person, but this shall not be taken to exclude or limit any liability of the Customer to NSL that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.
- 8.5 Subject always to Clause 8.3, the aggregate liability of either Party under or in connection with each Year of this Contract (whether expressed as an indemnity or otherwise):
 - 8.5.1 for all defaults resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to the Personal Data or Confidential Information) of the other Party, shall not exceed the value of the contract over the preceding 12 months;
 - 8.5.2 and in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall not exceed the value of the contract over the preceding 12 months.
- 8.6 Subject always to Clause 8.5 the Customer shall have the right to recover as a direct loss:
 - 8.6.1 any additional operational and/or administrative expenses arising from NSL's Default;
 - 8.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from NSL's Default; and
 - 8.6.3 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Personal Data or Confidential Information by NSL.

- 8.7 NSL shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.
- 8.8 Subject to Clauses 8.3 and Clause 8.6, in no event shall either Party be liable to the other for any:
- 8.8.1 loss of profits;
 - 8.8.2 loss of business;
 - 8.8.3 loss of revenue;
 - 8.8.4 loss of or damage to goodwill;
 - 8.8.5 loss of savings (whether anticipated or otherwise); and/or
 - 8.8.6 any indirect, special or consequential loss or damage.
- 8.9 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Personal Data or the Customer's Confidential Information or any copy of such data, caused by NSL's default under or in connection with this Contract shall not exceed the value of the contract over the preceding 12 months.

9 Payment of Contract Charges, VAT & Withholding Taxes

- 9.1 In consideration of NSL's performance of its obligations under this Contract, the Customer shall pay the Charges in accordance with the Order Form.
- 9.2 The Customer shall pay all sums properly due and invoiced by NSL in cleared funds within 15 calendar days or such time period specified in the Order Form.
- 9.3 In the event that the Customer is obliged by any properly constituted authority to deduct any form of withholding tax, surcharge or duty, the Customer agrees and undertakes to gross up any sum due to NSL so that the amount paid to NSL is the amount set out on the applicable invoice.
- NSL shall ensure that each invoice contains all appropriate references and a detailed breakdown of the services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- 9.4 NSL shall add VAT to the Charges at the prevailing rate as applicable.
- 9.5 NSL shall not suspend the supply of the Services unless NSL is entitled to terminate this Contract under Clause 5.2 for the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

- 9.6 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause 9.2 of this Contract and return the invoice to NSL within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. NSL shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not NSL accepts the Customer's proposed amendments. If it does, then NSL shall supply with the response a replacement valid invoice.

10 Force Majeure

- 10.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract to the extent that such delay or failure is a result of Force Majeure.
- 10.2 Notwithstanding Clause 10.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Contract for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Contract with immediate effect by notice in writing to the other Party.

11 Transfer and Sub-Contracting

- 11.1 NSL shall not assign, novate, sub-contract or in any other way dispose of this Contract or any part of it without the Customer's prior written approval which shall not be unreasonably withheld or delayed.
- 11.2 A Customer which is a Crown body may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 11.2.1 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer;
 - 11.2.2 provided that any such assignment, novation or other disposal shall not increase the burden of NSL's obligations under the Contract.

12 The Contracts (Rights of Third Parties) Act 1999

- 12.1 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13 Dispute Resolution

- 13.1 The Customer and NSL shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Contract within twenty (20) Working Days of either Party notifying the other of the dispute.
- 13.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation at the Centre for Effective Dispute Resolution unless NSL considers that the dispute is not suitable for resolution by mediation.
- 13.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.
- 13.4 The obligations of the Parties under this Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause.

14 Waiver and Severability

- 14.1 In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
- 14.2 Whilst every effort has been made to ensure that these terms and conditions adhere to the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15 Previous Terms and Conditions

- 15.1 In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

16 Entire Agreement and Variation

- 16.1 This Contract and any other documents referred to in paragraphs 1.2 above constitute the entire Agreement between the Customer and NSL.
- 16.2 Either NSL or the Customer may, subject to one month's notice, request a change to the terms of this Agreement where it considers it necessary for security or to comply with changes in laws or regulations in the United Kingdom or in the jurisdiction in which the Customer is domiciled or to ensure that this Agreement complies with any guidance issued by the Information Commissioner's Office, consent for any such change not to be unreasonably withheld. In the event that any amendments result in an increase in cost to NSL, NSL may request a reasonable price adjustment, as a condition of making the change.
- 16.3 The Customer acknowledges that, even where the Customer has been required to procure the Services in accordance with a procedural rule or other instruction by any Court, Tribunal, Arbitrator or other dispute resolution body, the Customer and NSL are the sole Parties to this Agreement and the Customer waives any right to, and agrees that it will not, join or otherwise proceed against any third party in any dispute arising out of this Agreement.

17 Notices

- 17.1 All notices / communications shall be given to NSL by post to our Registered Office (see address above). Such notice will be deemed received 3 days after posting if sent by first class post.

18 Law and Jurisdiction

These terms and conditions and the relationship between the Customer and NSL shall be governed by and construed in accordance with the Law of England and Wales and NSL and the Customer agree to submit to the exclusive jurisdiction of the Courts of England and Wales.