



Empowering **Data-Driven** Government

Zaizi Cloud Services

Customer Agreement

This Zaizi Cloud Services Customer Agreement and any documents referred to in it (this “Agreement”) contains the terms and conditions that govern Your access to and Use of the Services (as defined below) and is an agreement between Zaizi Limited (company number: 6440931) whose registered office is at Brook House, 229 - 243 Shepherds Bush Road, London W6 7AN, England (“Zaizi”, “We,” “Us,” and “Our”) and You or the entity You represent (“You” and “Your”).

1. Definitions and Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

“Aggregate Usage Data” means Usage Data that is incapable, either independently or if combined with other data accessible by Us or third parties, of personally identifying any particular Authorised User or group of Authorised Users;

“**Authorised Users**” mean Your employees, agents and independent contractors who You authorise to Use the Services.

“**Content**” means software, data, documents, text, video, audio or other content.

“**Emergency Maintenance**” means any emergency maintenance of any of the infrastructure relating to the Services.

“**Order Form**” has the meaning given in clause 2.1.

“**Parties**” means You and Us collectively, each being a

“**Party**”.

“**Planned Maintenance**” means any pre-planned maintenance of any of the infrastructure relating to the Services.

“**Service Credits**” means the sums attributable to Our failure to deliver any part of the Services in accordance with the service levels, as specified in the applicable Service Description.

“**Service Descriptions**” means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, and the applicable service levels offered in respect of such services, as set out at <http://www.zaizi.com/sectors/g-cloud>, as amended by Us from time to time.

“**Services**” means the services made available by Us (including those described in the Service Descriptions), any associated application program interfaces, the Zaizi Content, any Websites made available by Us, and any other product or service provided by Us under this Agreement, excluding any Third Party Content.

“**Systems Interconnect Security Policy**” is the formal top level security document that identifies which aspects of security are within the remit of Our Security Officer, and those that are in the remit of Your Security Officer.

“**Zaizi Content**” means any Content We (or Our sub- contractors) make available to You in connection with the Services.

“**Third Party Content**” means Content made available to You by any third party in conjunction with the Services.

“**Usage Data**” means any and all information and/or data associated with or collected from each Authorised User, if any, which is received, stored, or processed by Us in connection with the Services and includes aggregate information, Usage and traffic data, IP addresses, transactional or financial information, account or User names, passwords, registration information, email addresses, mailing addresses, phone numbers or any other forms of personally identifiable information.

“User Subscriptions” means the User subscriptions purchased by You which entitle Authorised Users to access and Use the Services in accordance with this Agreement.

“Virus” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, Trojan Horses, viruses and other similar things or devices.

“Your Content” means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. Words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders.
- 1.5. Any phrase introduced by the words “including”, “includes”, “in particular” or “for example” or similar shall be construed as illustrative and shall not limit the generality of the related general words.

- 1.6. In the event of any inconsistency between the provisions of this Zaizi Cloud Services Customer Agreement and the Service Descriptions then this Zaizi Cloud Services Customer Agreement shall prevail.

2. Use of the Services

- 2.1 You will submit a paper or electronic order form (**“Order Form”**) to Us in accordance with Our standard ordering procedure, specifying which of Our Services You require, which service levels and corresponding payment plan You want, and Your choice of any other options We may make available to You.
- 2.2 We grant You a non-exclusive, non-sub-licensable, non-transferrable, revocable licence during the term of this Agreement to:
 - (a) access and Use the Services You’ve ordered solely in accordance with this Agreement; and
 - (b) copy and Use the Zaizi Content solely to the extent reasonably required for Your permitted Use of the Services.
- 2.3 You may access and Use the Services You have ordered in accordance with this Agreement, and We will provide such Services in accordance with the applicable Service Descriptions.
- 2.4 You will comply with all laws, rules, and regulations applicable to Your Use of the Services, including those specified in the Service Descriptions and in the Systems Interconnect Security Policy.

2.5. Third Party Content may be made available directly to You by other companies or individuals under separate terms and conditions, including separate fees and charges, and Your Use of Third Party Content is at Your sole risk.

2.6. The rights provided by Us under this Agreement are granted to You only, and shall not be considered granted to any subsidiary or holding company of Yours, unless agreed by Us in writing.

3. Changes

We may change or discontinue any of the Services (or any part thereof), change the service levels or change or remove functionality of the Services, and We will notify You of any material changes or discontinuation.

4. Your content and Data

4.1. For the purposes of this clause 4, the terms “data controller”, “data processor”, “personal data”, and “processing” shall have the meanings given in the Data Protection Act 1998 (“**DPA**”). References to Your personal data include the personal data of the Authorised Users.

4.2. You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.

4.3. We shall not be responsible for backing up Your Content unless You’ve chosen that option from Our Service Descriptions in Your Order Form, in which case We shall follow Our backup procedures for Your Content as set out in such Service Description (as amended by Us from time to time). Where We have agreed to back up Your content, in the event of any loss or damage to Your Content, Your sole and exclusive remedy shall be for Us to Use reasonable commercial endeavours to restore Your Content which has been lost or damaged from the latest back-up of Your Content maintained by Us in accordance with such backup procedure. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Content caused by any third party (except those third parties sub- contracted by Us to perform services related to maintenance and backup of Your Content).

4.4. Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

- (a) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully Use, process and transfer such personal data in accordance with this Agreement on Your behalf;
- (b) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such Use, processing, and transfer as required by all applicable data protection legislation;
- (c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA and any lawful instructions reasonably given by You from time to time; and

(d) each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

4.5. We shall collect and store Usage Data. Subject to Our right to Use Aggregate Usage Data, We shall have no right to Use any Usage Data except for the purposes of complying with Our obligations under this Agreement or as expressly provided in this Agreement.

4.6. You hereby grant Us a non-exclusive royalty free, perpetual, worldwide licence to Use, copy and distribute the Aggregate Usage Data for the purposes of improving the operation of Our services, performing statistical analysis, and marketing and promoting Our services, subject always to Our compliance with applicable legislation in the collection and Use of such Aggregate Usage Data.

4.7. We receive and process personal data that You supply to Us in Order Forms, through corresponding with Us, or in any other way, including without limitation Your, name, age, sex, postal address, phone and fax number, e-mail details, and those of Authorised Users.

4.8. We may disclose Your personal data to any member of Our group, which means Our subsidiaries, Our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

4.9. We (or third party data processors acting on Our behalf) may collect, store and Use Your personal data for the following purposes:

(a) to provide You with Services that You request and to fulfil Our contractual obligations to You;

(b) to notify You about changes to Our Services; and

(c) to contact You (including by SMS and e-mail) with information, products or services which We think may interest You.

4.10. We may also disclose Your personal information to third parties:

(a) in the event that We sell or buy any business or assets, in which case We may disclose Your personal data to the prospective seller or buyer of such business or assets;

(b) if Zaizi or substantially all of Our assets are acquired by a third party, in which case personal data held by Us about Our customers will be one of the transferred assets; and

(c) if We are under a duty to disclose or share Your personal data in order to comply with any legal obligation, or in order to enforce or apply this Agreement; or to protect the rights, property, or safety of Zaizi, Our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

4.11. You have the following rights:

- (a) the right to ask Us to provide You with copies of personal data that We hold about You at any time, subject to a fee specified by law;
- (b) the right to ask Us to update and correct any out- of-date or incorrect personal data that We hold about You free of charge; and
- (c) the right to opt out of any marketing communications that We may send You.

If You wish to exercise any of the above rights, please contact Us at info@zaizi.com

5. Authorised users

5.1. In relation to the Authorised Users, You undertake that:

- (a) the maximum number of Authorised Users that You authorise to access and Use the Services shall not exceed the number of User Subscriptions You have purchased from time to time;
- (b) You will not allow or suffer any User Subscription to be Used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or Use the Services;
- (c) each Authorised User shall keep a strong and secure password for his Use of the Services, which shall be kept confidential. You or the Authorised Users can change passwords as frequently as required, but as a minimum, they must be changed monthly;
- (d) You shall maintain a written. up to date

(d) You shall maintain a written, up to date list of current Authorised Users and provide such list to Us within 5 business days of Our written request at any time or times;

(e) You shall permit Us to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Your normal conduct of business;

(f) if any of the audits referred to in clause 5.1(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Our other rights, You shall promptly disable such passwords and We shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 5.1(e) reveal that You have underpaid any fees to Us, You shall pay Us an amount equal to such underpayment as calculated in accordance with the prices set out in the Service Descriptions within 10 business days of the date of the relevant audit.

5.2. You shall Use all reasonable endeavours to prevent any unauthorised access to, or Use of, the Services and, in the event of any such unauthorised access or Use, promptly notify Us by email to security@zaizi.com

5.3. You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account.

You will ensure that all Authorised Users comply with Your obligations under this Agreement. If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

6. Your Obligations

6.1. You shall:

a) not access, store, distribute or transmit any Viruses, or any material during the course of Your Use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and we reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause.

(b) not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement.

(c) provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to render the Services, including but not limited to Your Content, security access information and configuration services;

(d) ensure that Your network and systems comply with the relevant specifications provided by Us from time to time, including promptly complying with any reasonable requests from Us in connection with the same; and

(e) be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

7. Payment

7.1. You will pay Us the applicable fees and charges for use of the Services as described in the Service Descriptions without setoff or counterclaim, and without any deduction or withholding. If any deduction or withholding is required by law, You will notify Us and will pay Us any additional amounts necessary to ensure that the net amount that We receive after any deduction and withholding equals the amount We would have received if no deduction or withholding had been required. All fees and charges shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Our invoices at the appropriate rate.

7.2. We calculate and bill Our fees for the Services on either a monthly or quarterly basis (as agreed pursuant to an Order Form), and You will pay Our invoices for such fees within 30 days after the date of such invoices. We may also require payment in advance (or on different terms) for ad hoc services or irregular purchases, in which case We shall inform You prior to Your agreeing to receive these services/purchases.

7.3. Interest shall accrue on any overdue amounts at an annual rate equal to 4% over the then current base lending rate of Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.4. We may increase or add new fees and charges for any existing Services by giving You at least 30 days' advance notice.

8. Suspension

8.1. We may suspend Your or any Authorised User's right to access or Use all or any part of the Services immediately upon notice to You if We determine that:

(a) You are, or any Authorised User is, in breach of this Agreement, including if You are late in making any payments hereunder by more than 10 days; or

(b) Your or an Authorised User's Use of the Services:

(i) creates a security risk to the Services or any third party; or

(ii) may adversely impact the Services or the systems or Content of any other of Our customers.

8.2. If We suspend Your right to Use or access all or part of the Services:

(a) You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as Well as applicable data storage fees and charges, and fees and charges for in- process tasks completed after the date of suspension;

(b) You will not be entitled to any Service Credits under the Service Descriptions for any period of suspension.

9. Term and Termination

9.1. This Agreement will commence when You click an "I Accept" button or check box presented with these terms and conditions or, if earlier, when You Use any of the Services (the "**Effective Date**"), and shall remain in force until terminated by You or Us in accordance with this clause 9.

9.2. Either Party may terminate this Agreement for convenience by providing the other Party with not less than 30 days' advance notice in writing.

(a) Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

(b) the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or

(c) an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party; or

(d) an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating

charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(e) a receiver is appointed over any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or

(f) the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(g) the other Party ceases, or threatens to cease, to trade; or

(h) the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.3. On termination of this Agreement for any reason:

(a) all rights granted to You under this Agreement shall immediately terminate;

(b) You will immediately return or (at Our request) destroy all Zaizi Content in Your possession;

(c) We may destroy or otherwise securely dispose of any of Your Content in Our possession unless We have agreed in a relevant Service Description to back-up Your Content, in which case You may retrieve Your Content in accordance with the provisions of such Service Description (as such document may be amended by Us from time to time); and

(d) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 1 (Definitions), 4.6 (Your Content and Data), 5.1(g) (Authorised Users), 7 (Payment), 9 (Term and Termination), 10 (Intellectual Property Rights), 11 (Indemnity), 12 (Limitation of Liability), 14 (Confidentiality) and 18 (General) shall not be affected or prejudiced.

10. Intellectual Property Rights

10.1. As between You and Us, You own all right, title, and interest in and to Your Content. Save as expressly provided in this Agreement, We shall obtain no rights from You or Your licensors to Your Content. You hereby consent to Us and Our sub-contractors Using Your Content to provide the Services. We may disclose Your Content and any confidential information You provide Us with to the extent required to comply with any request of a governmental or regulatory body (including without limitation, any court orders).

10.2. You represent and warrant to Us that You or Your licensors own all right, title, and interest in and to Your Content, and that You have all rights in Your Content necessary to grant the rights contemplated by this Agreement.

10.3. You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.4. You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Zaizi Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Zaizi Content.

11. Indemnities

11.1. You shall, at all times during and after the term of this Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:

(a) Your breach of this Agreement or violation of applicable law by You or any Authorised User;

(b) Your or any Authorised Users' Use of the Services (including any activities under Your account and Use by Your personnel); or

(c) Your Content or the combination of Your Content with other applications or content, including any claim involving alleged infringement of third-party rights by Your Content or Use thereof.

11.2. We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, Using competent

counsel and in such a way as not to bring Our reputation into disrepute.

12. limitation of Liability

12.1. The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, sub-contractors and licensors) to You in respect of:

(a) any breach of this Agreement howsoever arising;

(b) any Use made by You of the Services or any part of them; and

(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2. We do not warrant that the Services will be uninterrupted or error free or that the Services will meet Your requirements.

12.3. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the Use of such communications facilities.

12.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

12.5. Nothing in this Agreement excludes Our liability for:

- (a) death or personal injury caused by Our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any other act or omission, liability for which may not be limited under applicable law.

12.6. Subject to clause 12.5, We shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) loss of profits of business; or
- (b) depletion of goodwill or similar losses; or
- (c) loss of anticipated savings; or
- (d) loss or corruption of data or information; or
- (e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.7. Subject to clause 12.5, Our total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount You have paid Us under this Agreement for the Service which gave rise to the claim during the preceding 12 months.

13. Maintenance

13.1. Planned Maintenance shall take place between the hours of 00:00 and 06:00 (UK local time) Monday to Sunday and/or between the hours of 08:00 and 12:00 (UK local time) on a Saturday and/or Sunday. We will Use reasonable efforts to provide You with at least twenty four (24) hours' advance notice of any Planned Maintenance.

13.2. Whenever reasonably possible, Emergency Maintenance will take place between the hours of 00:00 and 06:00 (UK local time) Monday to Sunday and/or between the hours of 08:00 and 12:00 (UK local time) on Saturday and/or Sunday, unless there is an identified and demonstrable immediate risk to Your (or another customer's) environment. Whenever possible, We shall make reasonable efforts to provide You with at least six (6) hours' advance notice of Emergency Maintenance.

13.3. Planned Maintenance and Emergency Maintenance shall be excluded from any availability calculation in regard to Service Credits.

14. Confidentiality

14.1. You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us or Our agents, and any other confidential information concerning Our business or Our products and services which You may obtain. You shall restrict disclosure of such confidential material to such of Your employees, agents or contractors as need to know it for the purpose of discharging Your obligations to Us, and shall ensure that such employees, agents or contractors are subject to obligations of confidentiality corresponding to those which bind You.

14.2. We may refer to You in Our marketing materials and on Our Websites as being one of Our customers, and You grant Us a non-exclusive licence to Use Your trademarks solely to the extent reasonably necessary for such purposes.

15. Force Majeure

We shall not in any circumstances have any liability to You under this Agreement if We are prevented from, or delayed in, performing Our obligations under this Agreement or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Our workforce or that of any third party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub- contractors.

16. TUPE

The parties do not intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time) ("TUPE") shall apply in connection with this Agreement. In the event that TUPE does apply, You hereby indemnify and hold Us harmless against any and all liabilities, damages, costs, claims and demands suffered by Us as a result of the transfer or alleged transfer of contracts of employment pursuant to TUPE in connection herewith, or any subsequent dismissal or termination by Us of the contracts of employment of any transferring employees.

17. Bribery and Corruption

17.1. You shall:

(a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti- bribery and anti-corruption ("**Anti-bribery Laws**"), including without limitation the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and

(c) not do, or omit to do, any act that will cause Us to be in breach of the Anti-bribery Laws.

18. General

18.1. Notices

(a) We may provide any notice to You under this Agreement by sending a message to the email address then associated with Your account, or by personal delivery, pre-paid first-class post or recorded delivery post to Your address notified to Us.

(b) Other than where notifying Us about unauthorised access to the Services (as specified in clause 5.2), in order to give Us notice under this Agreement, You must contact Us by personal delivery, pre-paid first- class post or recorded delivery post to;

Zaizi Ltd, Brook House, 4th Floor, North Wing, 229 – 243 Shepherd's Bush Road, London W6 7AN , England (or any other address We notify You of for such purposes from time to time).

18.2. Notices We provide by email will be effective when We send the email. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received 2 business days after sending. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when We send the email, whether or not You actually receive the email.

18.3. We may modify this Agreement (including the Service Descriptions) at any time by notifying You in accordance with clause 18.1. The modified terms will become effective upon notifying You, as stated in such notification. By continuing to Use the Services after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms.

18.4. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18.5. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is

necessary to give effect to the commercial intention of the Parties.

18.6. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty ("**Representation**") (whether in writing or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud.

18.7. You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this Agreement. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under this Agreement.

18.8. Nothing in this Agreement shall operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.9. This Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

- 18.10. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 18.11. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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