

These TreeNet Standard Terms and Conditions apply to all Services to Customers. If a Service is subject to additional Service Specific Terms and Conditions, these will be contained as a Schedule to this Agreement.

1. DEFINITIONS

1.1. In the Agreement, unless the context otherwise requires:

Act means the Communications Act 2003;

Agreement means in relation to a particular Service these Standard Terms and Conditions, any relevant Service Specific Terms and the relevant Order Form;

Applicable Anti-Bribery Law means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977;

Associated Person means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

Bribery Act means the UK Bribery Act 2010 (as amended from time to time);

Call Charges means the fees identified as such in the Order Form;
Charges mean all charges due to the Service Provider by You as set out on the Order Form or otherwise due to the Service Provider in accordance with the Agreement;

Customer Equipment means any Equipment, and any software embodied therein (including without limitation Purchased Equipment, cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service;

Customer Services means the Service Provider customer services, contact details of which are set out in the Customer Service Plan (CSP);

DDoS Attack means a Distributed Denial of Service attack which is a form of electronic attack involving multiple computers, which send repeated HTTP requests or pings to a server to load it down and render it inaccessible for a period of time;

Equipment means any equipment that the Service Provider from time to time supplies to You (whether or not any Charges are made for such supply) in connection with the provision of the Service;

Group means the corporate group comprising the Service Provider and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company. The terms "subsidiary" and "holding company" having the meanings ascribed to them by section 1159, 1161 and 1162 of the Companies Act 2006, as amended;

1.2. References in the Agreement:

1.2.1. to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;

1.2.2. to a "person" includes any company (as defined in Section 1 of the Companies Act 2006), firm, body corporate or corporation (as

IPRs means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, database rights, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

Law means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

Licence Fee means the fees identified as such in the order form;

Minimum Period means sixty months from the Service Commencement Date; or where installation of the Service is phased, means sixty months from the Service Commencement Date of the last installed element of the Service; or in the case of an existing Service being renewed (as identified on the Order Form), means sixty months from the date that Order Form is signed by You; or in the case of an existing Service being upgraded (as identified on the Order Form), means sixty months from the date the upgraded Service is available for use by You; or such period (calculated from the relevant Service Commencement Date as above) as stated on the Order Form or relevant Service Specific Terms;

Normal Working Hours means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

Order Form means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement;

Party means each of the Service Provider and You;

Password means a password, code, PIN number or other security device issued to You by the Service Provider;

Purchased Equipment means any equipment explicitly sold to You by the Service Provider in connection with the provision of the Service;

Renewal Term means a period equal to that of the Minimum Period or as set out in the Order Form;

Service(s) means the service(s) defined in the relevant Order Form and additionally set out in any Service Specific Terms; **Service**

Commencement Date means the date the relevant Service is available for use by You or in the case of connectivity means the date that the circuit is installed by the carrier;

defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;

1.2.3. to a Party includes its respective successors and permitted assigns and their respective employees and agents; and

Service Provider means TreeNet Ltd (company number 11494596);

Service Provider Website means www.tree-net.co.uk or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Service Provider Website shall be deemed incorporated into the Service Provider Website;

Service Specific Terms means any additional Terms and Conditions relating to a particular Service;

Services Charges means the fees identified as such in the Order Form;

Set-up Charges means the fees identified as such in the Order Form;

Signed means the Agreement being physically signed by both Parties, electronically signed by both Parties, the point at which the Service Provider explicitly accepts an order in writing (including by e-mail), or the point at which the Service Provider begins to fulfil any such Order (whichever is the earlier).

Site means the site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall be provided;

Software means any software supplied to You by the Service Provider in connection with or to enable You to use the Service;

Survey means any survey or other investigations carried out by or on behalf of the Service Provider that it deems necessary prior to the installation of Equipment, Purchased Equipment and/or the provision of the Service;

User Documentation means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any Software as the Service Provider may publish from time to time;

User Licence means the licence which grants the end user the right to use the software application in question and exists between the Service Provider or the Service Provider's manufacturer and the end user of the software application;

You/Your means the customer with whom the Service Provider makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

1.3. References in these Standard Terms and Conditions to Clauses are unless otherwise stated to Clauses in these

.4. to any word in the singular include the plural and vice versa.

1.4. Headings are for convenience only and do not affect the interpretation of the Agreement.

- 1.5. Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.
- 1.6. A reference to a third person or third party is a reference to a person who is not a Party.
- 2. ORDERING SERVICES**
- 2.1. To order Services and/or Equipment You must complete and submit the relevant Order Form.
- 2.2. A binding contract shall arise when the Service Provider accepts the relevant Order Form and the Order Form is then Signed by both Parties
- 3. EQUIPMENT, INSTALLATION, UPGRADES AND INSURANCE**
- Where under the Agreement the Service Provider is installing Equipment and/or Purchased Equipment:
- 3.1. Subject to a satisfactory Survey, the Service Provider shall use its reasonable endeavours to install and connect the Equipment and/or Purchased Equipment so that the Service is available by any service date agreed between the Parties. An order may be cancelled by the Service Provider without liability if the results of any Survey are in the Service Provider's reasonable opinion unsatisfactory or if it is not technically feasible to implement and/or support the Service by the agreed service date.
- 3.2. You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the Equipment and/or Purchased Equipment at the Site. You must ensure that any necessary preparation is affected before the Equipment and/or Purchased Equipment is connected and in accordance with instructions of the Service Provider and the original equipment manufacturer (if any).
- 3.3. You shall advise the Service Provider of all health and safety at work rules operated at Your Site and shall be responsible for identifying and removing any hazardous materials on Your Site before installation work commences.
- 3.4. If You fail to take delivery or allow installation of the Equipment and/or Purchased Equipment on any agreed delivery or installation date the Service Provider may arrange for its transport and storage at Your risk and You shall be liable for the reasonable costs of such transport and storage. The Service Provider may also charge You a call out fee together with any costs incurred by the Service Provider in relation to such failure by You.
- 3.5. Unless otherwise agreed in writing You must provide a secure electricity supply at the Site for the installation, operation and maintenance of the Equipment and/or Purchased Equipment. Back-up power with sufficient capacity to conform to the standard requirements of the relevant British standards is needed if the Service, including the provision of access to emergency services, is required to continue uninterrupted in the event of a failure in the principal power supply. You must provide a suitable operating environment that complies with the manufacturer's guidelines, including guidelines relating to air conditioning and humidity control.
- 3.6. The Service Provider shall use its reasonable endeavours to comply with Your reasonable requests in respect of the location, installation and connection of the Equipment and/or Purchased Equipment.
- 3.7. Unless explicitly sold to You the Equipment shall remain the exclusive property of the Service Provider or its nominee and shall be returned to the Service Provider immediately upon request in the same condition as it was initially provided excepting reasonable wear and tear. You agree to make such ownership of the Equipment clear to all third parties. The Service Provider may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and adversely affect the Service. Risk in and liability for Equipment and Purchased Equipment shall pass to You on delivery of the Equipment and Purchased Equipment.
- 3.8. You are responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site. Subject to Clauses 14.1 and 14.3 and except where such loss or damage is solely attributable to the negligent act of the Service Provider, its employees, sub-contractors or agents, You must on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages (including but not limited to lightning or electrical damage), costs, expenses and liabilities arising from Your breach of this Clause 3.8. In particular (but without prejudice to the generality of the foregoing and without limitation) You covenant:
- 3.8.1. not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against any of the Equipment or otherwise do anything prejudicial to the Service Provider's rights in the Equipment;
- 3.8.2. to keep the Equipment at the Site and stationary at all times;
- 3.8.3. not to add to, modify, or in any way interfere with the Equipment, including without limitation the connection of any equipment or device designed to divert telecommunications services to a third-party telecommunications provider;
- 3.8.4. notwithstanding the above, in the case of an emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify the Service Provider as soon as possible of the circumstances of such emergency;
- 3.8.5. not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of the Service Provider;
- 3.8.6. not to do anything or knowingly to allow any circumstance which is likely to damage the Equipment or detract from or impair its performance or operation;
- 3.8.7. not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof; and
- 3.8.8. to permit the Service Provider to inspect the Equipment at all reasonable times and on reasonable notice.
- 3.9. You must affect and maintain suitable insurance in respect of relevant risks for the Equipment at the Site.
- 3.10. Subject to Clause 14.1 and 14.3 the Service Provider shall have no liability whatsoever for any loss or damage incurred as a direct or indirect result of Your breach of Clause 3.7 and/or Clause 3.8.
- 3.11. You must immediately notify the Service Provider of any loss or damage to the Equipment or if the Software or functionality of the Service is compromised.
- 3.12. Notwithstanding Clauses 3.8.1 and 3.8.2 You may by not less than 30 days' written notice request the Service Provider to re-locate the Equipment and/or Purchased Equipment. The Service Provider shall use all reasonable endeavours to comply with such request. You must pay reasonable Charges for any such re-location. At its discretion the Service Provider may require payment of such re-location Charges and any other outstanding Charges prior to commencing any works.
- 3.13. You may request an upgrade to the Equipment or Service. Subject to availability the Service Provider shall use reasonable endeavours to comply with such request. You must pay the Service Provider's Charges for any upgrade. At its discretion the Service Provider may require payment of such upgrade Charges and any other outstanding Charges prior to the provision of any upgraded Equipment or Service. The provision of all upgraded Equipment and Services is subject to the terms of the Agreement. For the avoidance of doubt any upgrade in the Equipment and/or Service may result in an increase in the Charges for which You shall not
- referred or attached, the following order of precedence shall apply:
- 1.8.1. Clause 8.12 of the Standard Terms and Conditions;
- 1.8.2. the Order Form;
- 1.8.3 the Service Specific Terms;
- 1.8.4. the Standard Terms and Conditions other than clause 8.1.2; and
- 1.8.5 any other document referred to or attached.

- be entitled to terminate the Agreement pursuant to Clause 16.4.
- 3.14 Title to the Purchased Equipment shall pass to You on payment in full (in cash or cleared funds) to the Service Provider for:
- 3.14.1 the Purchased Equipment; and
- 3.14.2 any other Equipment and Services that the Service Provider has supplied to You in respect of which payment has become due.
- 3.15 Until title to the Purchased Equipment has passed to You, You shall:
- 3.15.1 hold the Purchased Equipment on a fiduciary basis as the Service Provider's bailee;
- 3.15.2 store the Purchased Equipment separately from all other goods held by You so that they remain readily identifiable as the Service Provider's property;

4. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 4.1 You may reject any Equipment or Purchased Equipment delivered to You that does not comply with Clause 3.17, provided that notice of rejection is given to the Service Provider containing an explanation as to the reason why the Equipment or Purchased Equipment are considered defective:
- 4.1.1 in the case of a defect that is apparent on visual inspection, within 3 days of delivery; and
- 4.1.2 in the case of a latent defect, within a reasonable time of the defect becoming apparent.
- 4.2 If You fail to give notice of rejection in accordance with Clause 4.1 or reasonable assistance in accordance with

5. CUSTOMER EQUIPMENT

- 5.1. At Your request the Service Provider may agree, subject to payment of its applicable Charges and satisfactory Survey, to the use of cabling and wiring already installed at the Site for the provision of the Service. Where You make such request, you warrant that You have full title to such cabling and/or wiring and that such cabling and/or wiring and their installation meet all applicable standards and any specifications notified to You by the Service Provider. You will provide such written confirmation and/or information in relation to such cabling and/or wiring as the Service Provider reasonably requires.
- 5.2. Subject to Clauses 14.1 and 14.3 the Service Provider shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Equipment, whether or not the Service Provider shall have recommended the use and/or performance of such Customer Equipment.

6. ALLOCATIONS AND USE OF TELEPHONE NUMBERS

- 6.1. Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or

- 3.15.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Purchased Equipment;
- 3.15.4 maintain the Purchased Equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 3.15.5 notify the Service Provider immediately if You become insolvent; and
- 3.15.6 give the Service Provider such information relating to the Purchased Equipment as the Service Provider may require from time to time, but You may resell or use the Purchased Equipment in the ordinary course of its business.
- 3.16. If before title to the Purchased Equipment passes to You, You become insolvent, or the Service Provider reasonably believes that any such event is about to happen and notifies You accordingly, then, provided that the Purchased Equipment has not been resold, or irrevocably incorporated

- Clause 4.4, You shall be deemed to have accepted such Equipment or Purchased Equipment.
- 4.3 On receipt of a rejection notice in accordance with Clause 4.1, You acknowledge that the Service Provider will liaise with the original manufacturer of the Equipment or Purchased Equipment as to its quality. The manufacturer will carry out an investigation in relation to the quality of the Equipment or Purchased Equipment. Following such investigation, the Service Provider shall either:
- 4.3.1 where the manufacturer determines there to be a fault, repair or replace the rejected Equipment or Purchased Equipment

- 5.3. You are entirely responsible for the security of access to Your computer systems, the integrity of information stored thereon and its security from corruption, change and abuse by others.
- 5.4. Prior to installation of the Equipment and/or Purchased Equipment You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Customer Equipment and/or the Site. Subject to Clauses 14.1 and 14.3, the Service Provider shall have no liability for any damage arising from Your failure to carry out such preparations.
- 5.5. Save as stated in the Agreement or as otherwise agreed in writing the Service Provider is not responsible for the repair and maintenance of Customer Equipment.
- 5.6. You must ensure that all Customer Equipment is in good working order and complies with applicable standards,

domain name whether on its own or in conjunction with some other words or trading style.

into another product, without limiting any other right or remedy the Service Provider may have, the Service Provider may at any time require You to deliver up the Purchased Equipment and, if You fails to do so promptly, enter any premises of Yours or of any third party in order to recover them.

- 3.17 The Service Provider warrants that the Equipment and Purchased Equipment supplied by the Service Provider under this Agreement shall: be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and comply with all applicable statutory and regulatory requirements.
- 3.18 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this agreement.

- or repay the price of the rejected Equipment or Purchased Equipment to You; or
- 4.3.2 where the manufacturer deems that there is no fault, return the Equipment or Purchased Equipment to You.
- 4.4 You shall provide the Service Provider and any manufacturer of the Equipment or Purchased Equipment with reasonable assistance within 5 days of the Service Provider's request for such assistance in order to assist the manufacturer with the investigation described in Clause 4.3.
- 4.5 Once the Service Provider has carried out its actions in accordance with Clause 4.3, it shall have no further liability to You in respect of the Equipment or Purchased Equipment.

approvals and any relevant Law. The Service Provider may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Equipment if in the Service Provider's reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant Law for the time being in force; or (ii) it may cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any service provided by the Service Provider.

- 5.7. Subject to Clauses 14.1 and 14.3, the Service Provider has no liability where any inability to use the Service is due to incompatibility between Customer Equipment and the Equipment or Service, or for any breakdown or failure in Customer Equipment.
- 6.2. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to You with the exception of any legal obligation to provide number portability, where a porting agreement is in place between the Service Provider and the party

You may wish to port to.

- 6.3. The telephone numbers may be changed or decommissioned from time to time by the Service Provider for operational or technical reasons or because the Service Provider is required to do so by a network operator or in order to comply with any regulatory requirements. The Service Provider will use reasonable endeavours to give You as much notice of any

such change or decommission as is reasonably practicable. You acknowledge that changes to telephone numbers to comply with the requirements of a network operator or regulatory body are outside the control of the Service Provider and as such, subject to Clauses 14.1 and 14.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You as a result of any change or withdrawal as described in this clause.

- 6.4. If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other

7. ACCESS TO SITE

Clauses 7.1 – 7.6 apply where the Service Provider requires access to the Site in order to provide the Service.

- 7.1. You warrant that You or Your customer (as appropriate) are the current and lawful occupier of the Site.
- 7.2. Any person in apparent authority at the Site who grants entry shall be deemed to have Your authority to grant such entry.
- 7.3. Where the Site is under Your sole control You shall if requested by the Service Provider enter into a Site wayleave. Where You do not enter into the Site wayleave:
- 7.3.1. You grant the Service Provider and its employees, agents or contractors the right:
- 7.3.1.1. upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site for, or in connection with, the

competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range. You shall on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by Phone-paid Services Authority, OFCOM or other regulatory body) incurred by the Service Provider and arising out of Your use of the Services, including from any fraudulent use by You

installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment and, where necessary for the provision of the Service and/or the Purchased Equipment;

- 7.3.1.2. to keep and operate the Equipment on the Site;
- 7.3.1.3. to enter the Site to inspect any Equipment kept on the Site;
- 7.3.2. You warrant that You shall not do or allow anything to be done to the Site that may cause damage to the Equipment and You shall take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment;

- and/or a third party (including artificial inflation of traffic) of numbers.
- 6.5. The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply to any use of the Services by You outside of the United Kingdom. The Service Provider does not warrant, and accepts no liability in relation to, the availability of any telephone number from overseas countries.

- 7.3.3 You shall provide a safe and suitable working environment for the Service Provider's employees, agents or contractors at the Site.
- 7.4. Where the Site is not under Your sole control You shall use all reasonable endeavours to ensure that the Site Occupier enters into the applicable Site wayleave.
- 7.5. For the duration of the Agreement and for 60 days thereafter You shall grant and maintain and/or procure the grant and maintenance of any rights and permissions necessary in order for the Service Provider to connect and maintain the Equipment at the Site, to provide the Service and to remove the Equipment following termination of the Agreement.

8. CHARGES PAYMENT AND INTEREST

- 8.1 You shall pay the Service Provider the Charges in respect of each item of Service and Equipment
- 8.2. The payment terms for the Services are described below and further detailed in the Order Form for Services:

8.2.1. Licence Fee

Licence Fees are payable monthly in advance per User Licence. The first period for a new User Licence is charged pro rata from the date of first availability of the Hosted Services to the end of the first calendar month and monthly in advance thereafter. All fees after the first month are charged in whole months including any part month on termination.

8.2.2. Set-up Charges

Set-up Charges apply to new User Licences and may apply to connectivity services as specified in the Order Form.

8.2.3. Rental Charges

Any applicable rental charges are payable monthly in advance.

8.2.4. Call Charges

Call Charges are payable monthly in arrears in accordance with the Service Provider's call detail records.

8.2.5. Excess Usage Charges/Power Charges/Bandwidth Charges

Excess usage/power/bandwidth Charges will be calculated on an individual User Licence basis and are payable monthly in arrears in accordance with the Order Form.

8.2.6. Additional Service Charges

The Service Provider charges for additional services, including Professional Services and labour, and are either by quotation or at a daily rate plus reasonable expenses. Any materials used will be charged appropriately. Additional

Services Charges shall be invoiced upon completion of the particular services or monthly at the discretion of the Service Provider.

8.2.7 Equipment Fee

For Purchased Equipment You are required to pay a deposit of 40% of the total order and will be required to pay the balance on receipt of the installation invoice.

- 8.3. The Service Provider will provide an invoice for Charges via electronic mail only and the Service Provider may invoice, at any time, any Services omitted from a previous invoice.
- 8.4. The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.
- 8.5. Payment is due within 14 days of the date of the invoice, other than as permitted in Clause 8.7, by Direct Debit. If the payment which is properly due is not made within 10 business days from receiving written notice from the Service Provider specifying the invoice number and the amount due the Service Provider may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 4% above the base rate of Barclays Bank Plc. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.
- 8.6. Should a Direct Debit collection fail without prior notification provided to the Service Provider by You, an administration charge of £25.00 will be charged to Your account.
- 8.7. If You choose not to pay by Direct Debit You will notify the Service Provider of Your preferred payment method and You

will be charged a processing fee of £5.00 per month. Where

a payment is not received by the due date a late payment fee of £15.00 will be charged to Your account.

- 8.8. On all telephone numbers ported or migrated away from the Service Provider, you will be charged a transfer fee of £25 per number transferred.
- 8.9. Copy invoices and statements will be provided if requested within 60 days of the document date free of charge. Copy invoices and statements requested from 61 days of the document date will be subject to a £10 charge per invoice/statement.
- 8.10. It is Your responsibility to check the monthly invoice for accuracy and notify the Service Provider promptly of any dispute. Any claims for a credit or refund must be notified to the Service Provider within 30 days of receipt of invoice otherwise the invoice will be deemed accepted.
- 8.11. You shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider to justify withholding any payment of any such amount in whole or in part.
- 8.12. You will be liable for all Charges for the Services from the date of the Service Commencement Date. Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Service Provider under this agreement.
- 8.13. Other than as set out in Clause 8.3 the Service Provider may vary the Call Charges by giving You 25 days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider.

9. SERVICE

- 9.1. The Service Provider shall provide the Service in accordance with the Agreement.
- 9.2. You must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service.

10. USE OF THE SERVICE

- 10.1. You undertake to use the Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by the Service Provider from time to time and in accordance with Law. The Service Provider may from time to time vary the technical and/or operational procedures for use of the Service.
- 10.2. You must not use or allow anyone to use the Service:
 - 10.2.1. to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
 - 10.2.2. to cause annoyance, inconvenience or needless anxiety to anyone;
 - 10.2.3. to violate or infringe the rights of any person;

11. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

- 11.1. You shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Equipment or Software, or any documents, drawings and/or specifications relating thereto supplied by the Service Provider to You in connection with the Products, unless otherwise expressly agreed by the Service Provider in writing. If You in any way acquire any such rights then You shall immediately inform the Service Provider and shall forthwith take such steps as may be required by the Service Provider to assign such rights or vest such title in the Service Provider.
- 11.2. The Service Provider shall have the right to apply any trademarks, trade names and/or service marks to the Equipment or

12. SOFTWARE

- 12.1. Intellectual property rights in the Software remain the property of the Service Provider or its licensors. You agree to comply with the terms of the Agreement and any licences required by the owner of any intellectual property right in the Software notified to You by the Service Provider or appearing on screen as an integral part of the Service.
- 12.2. The Service Provider hereby grants You a non-exclusive revocable licence to use the Software in executable object code form only.
- 12.3. The licence granted to You under the Agreement is personal to You and may not be leased, sublicensed, transferred, assigned, lent or otherwise disposed of.
- 12.4. If You use the Software in any way which will result in You being in breach of the Agreement or the terms of any individual agreement provided with the Software or if You attempt to

- 9.3. The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, You accept that it is technically impracticable to provide the Service entirely free of faults and the Service Provider does not undertake to do so.

- 10.2.4. in any way the Service Provider considers is detrimental to the provision of Services to You or any other customer of the Service Provider;
- 10.2.5. in breach of the Agreement;
- 10.2.6. in breach of applicable Law;
- 10.2.7. to upload or transmit viruses;
- 10.2.8. if they are not authorised to use the Service.
- 10.3. The Service Provider may at its discretion suspend the Service and/or terminate the Agreement if You are in breach of Clause 10.2. You must on demand indemnify and hold harmless the Service Provider from and against any and all liabilities, claims, damages, costs, demands, expenses,

Software. Unless otherwise agreed, you acknowledge that no rights are granted to You by the use by You of such trademarks, trade names and/or service marks and You shall not deface, remove or obliterate any trademarks, trade names or logos applied by the Service Provider on or in relation to the Equipment or Software.

- 11.3. Where the Equipment or Software are not manufactured by the Service Provider, the Service Provider gives no assurance or guarantee that the sale or use of the Equipment or Software will not infringe the IPRs of any third party.
- 11.4. You shall keep confidential and not use, without the prior written consent of the Service Provider, all or any information including without limit, those (as referred to in condition 11.1) supplied by the Service Provider or disclosed to or obtained by

transfer, assign or otherwise dispose of Your licence to use the Software that licence is terminated immediately.

- 9.4. The Service Provider shall use reasonable endeavours to meet such general service levels in relation to a particular Service as the Service Provider publishes from time to time. However, save as expressly stated in such published service levels, the Service Provider shall have no liability for any failure to meet any such service levels.

losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Agreement or the Law.

- 10.4. You are responsible for the use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.
- 10.5. You shall, in connection with the use of the Service, comply with the Service Provider's acceptable use policy at all times. The acceptable use policy is published on the Service Provider Website and it is Your responsibility to ensure You review it and are aware of the current version.

You pursuant to or as a result of this Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of Yours, or disclosure of the same is required by law or by any other governmental or other regulatory body provided that in such cases You notify the Service Provider 14 days prior to such disclosure to allow the Service Provider to seek injunctive relief (or such other action as the Service Provider may require) to prevent such disclosure and shall provide the Service Provider with all such reasonable assistance as the Service Provider may require in order to carry out such action.

- 12.5. The Software is protected by copyright law. You must use the Software in accordance with the Agreement and the terms of any individual agreements provided with the Software. Unless otherwise stated in the terms of any agreements/licences provided with the Software or except to the extent permitted by Law You must not copy the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to You. You must not attempt to reverse engineer, decipher, decompile or disassemble the Software except to the extent permissible by Law. You must not modify the Software or create derivative works of the Software. You must not transmit or distribute the Software electronically, via the Internet or in any other way.

12.6. The Service Provider warrants that the media containing the Software, if provided by the Service Provider, is free from

defects in material and workmanship and will so remain for ninety (90) days from the date You receive the Software.

12.7. Subject to Clause 12.8 below the Service Provider's sole liability for any breach of the warranties in Clause 12.6 shall be, in the sole discretion of the Service Provider:

12.7.1. To replace Your defective media or copy of the Software; or

12.7.2. To refund the fee You paid for the Software.

12.8. The liability of the Service Provider under Clause 3.7 shall be incurred only in the event that You:

12.8.1. Inform the Service Provider of the breach of warranty during the applicable warranty period;

12.8.2. If requested by the Service Provider return the Software; and

12.9. The warranties contained in Clause 12.6 are the only warranties made by the Service Provider in relation to the Software. The Service Provider makes no other express or implied warranty relating to the performance, quality or fitness for a particular purpose of the Software. No agent or

- employee of the Service Provider is authorised to make any modifications, extensions, or additions to this warranty.
- 12.10. The warranties contained in Clause 12.6 shall be terminated immediately if:

13. MAINTENANCE

- 13.1. The Service Provider shall provide support services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 13.2. If You detect any defect or impairment in the operation or performance of the Service You must notify the Service Provider of the nature of such defect or impairment. The Service Provider will endeavour to respond as promptly as

14. LIMITATIONS OF LIABILITY

- 14.1. Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- 14.2. Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software, Equipment and Purchased Equipment are excluded to the fullest extent permitted by Law.
- 14.3. Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.
- 14.4. Save in relation to payment of indemnities pursuant to Clauses 3.8, 6.4 and 10.3 and subject to Clauses 14.1 and 14.3:

15. SUSPENSION

- 15.1. The Service Provider may:
- 15.1.1. in an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 15.1.2. temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance or improvement or to protect life, limb or property;
- 15.1.3. suspend the Service in the case of fraud or suspected fraud or a DDoS Attack or to preserve the safety, security or integrity of the Services and the traffic conveyed for You and other Service Provider customers;

16. DURATION AND TERMINATION

- 16.1. In relation to a particular Service the Agreement shall come into effect on the Service Commencement Date for the Minimum Period and unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement will continue automatically following the Minimum Period for subsequent Renewal Terms.
- 16.2. You may terminate this Agreement by giving the Service

- 12.10.1. any modifications are made to the Software by You or any third party during the warranty period; or
- 12.10.2. the media is subjected to accident, abuse, or improper use; or
- 12.10.3. You violate the terms of the Agreement.

possible after such notification and endeavour to make the necessary corrections.

13.3. The Service Provider will be entitled to make a reasonable charge in the event that the need for any maintenance results from any one or more of the following:

- 13.3.1. subject to Clause 14.4.2, misuse or neglect of or accidental or wilful damage to the Equipment, Purchased Equipment and/or Service; or

14.4.1. Subject to Clause 14.4.2, each Party's liability (including without limitation liability for negligence) under the Agreement (other than for payment of Charges) in respect of each individual claim shall be limited to the recurring Charges paid to the Service Provider by You for the applicable Service of which the claim relates to in the two- month period preceding such claim; and

14.4.2. each Party's total aggregate liability for all claims under the Agreement (other than for payment of Charges) shall be limited to the value of the recurring Charges paid to the Service Provider by You for the applicable Service/s of which the claim/s relate to in the initial six-month period of the Agreement.

14.5. Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings,

- 15.1.4. suspend the Service where it believes Your use of the Service are unlawful or illegal;
- 15.1.5. give such instructions to You about the use of the Service it deems reasonably necessary;
- 15.1.6. do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 15.1.7. suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
- 15.2. Except in an emergency when no such notice is required, the Service Provider shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall

Provider 30 days' written notice at any time during the last 30

- 12.11. The warranties in Clause 12.6 shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the User Documentation.

- 13.3.2. accidental or wilful disconnection of the Equipment, Purchased Equipment and/or Service; or
- 13.3.3. Your failure to comply with any of the provisions of the Agreement; or
- 13.3.4. fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in Your own equipment.

for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by the Party of its obligations under the Agreement.

- 14.6. Unless stated in any relevant Special Terms, Clauses 14.1 – 14.6 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of the Service Provider's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by the Service Provider may be disproportionately greater than the Charges.

have no claim against the Service Provider for any suspension of the Service pursuant to Clause 15.1. Any exercise by the Service Provider of its right to suspend the Agreement shall not exclude the right of the Service Provider to subsequently terminate the Agreement.

- 15.3. If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement.

days of the Agreement Term or any subsequent Renewal Term, as appropriate.

- 16.3. Notwithstanding Clause 16.2, You may terminate the Agreement in accordance with Clause 16.5.
- 16.4. Notwithstanding Clause 16.2 the Service Provider may terminate the Agreement immediately on written notice if:
- 16.4.1. any Survey is not satisfactorily completed;

- 16.4.2. any Site wayleave is not entered into within a reasonable time as determined by the Service Provider;
- 16.4.3. any licence, permission or other approval You or the Service Provider require from time to time to connect to the Service or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval

- conferring on You or the Service Provider the appropriate rights;
- 16.4.4. You make a material mis-statement in the details You have supplied to the Service Provider to enable the Service Provider to provide the Service;
- 16.4.5. You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with the Service Provider or a member of its Group;
- 16.4.6. the Service Provider suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against the Service Provider or any third party; or
- 16.4.7. any contract (or part thereof) between the Service Provider and a third-party provider of telecommunications services is terminated where such termination affects the provision of the Service.

17. ASSIGNMENT

- 17.1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of the Service Provider.

18. FORCE MAJEURE

- 18.1. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion,

19. VARIATION

- 19.1. Subject to Clauses 19.2, 19.4 and 19.5 any variation to the Agreement shall be agreed by the Parties in writing.
- 19.2. Notwithstanding Clause 19.1 the Service Provider reserves the right to amend or vary the Agreement where changes are imposed to the Service Provider by a third-party Supplier by giving You 25 days' written notice thereof.
- 19.3. If You request and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, you must complete such formalities as the Service Provider shall require giving effect to such change. The Service Provider may require payment prior to effecting such change.
- 19.4. Subject as stated in this Clause, the Service Provider may vary the Service from time to time. In this Clause 19.4, "New

- 17.2. Notwithstanding Clause 16.2 either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:

17.2.1. the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within 30 days of notice being given by the other party requiring it to be remedied; or

17.2.2. the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.

16.6. On termination of the Agreement any licence granted to You by the Service Provider shall immediately cease, You must

- 17.2. The Service Provider may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

breakdown or failure of equipment, systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion ore requirement of any authority, licensing or government agency.

Service" shall mean the service after variation and "Original Service" shall mean the Service prior to variation. Such variation may be the result, without limitation, of a change of name, method of delivery, change in technology, upgrade or substitution of alternative service and:

- 19.4.1. the New Service shall have at least equivalent functionality and service levels to the Original Service;
- 19.4.2. You shall not be charged for such variation;
- 19.4.3. Charges payable for the Original Service shall apply to the New Service; and
- 19.4.4. the Minimum Period for the Original Service shall apply to the New Service.
- 19.4.5. after a variation in accordance with this Clause the New Service shall be deemed the Service.

2NX

20.2. Notices sent by the Service Provider to You may be sent:

- 20.2.1. by hand or by post to Your billing address specified on the Order Form or to Your registered office; or

immediately stop using the Service and all amounts You owe the Service Provider shall be due and payable in full.

16.7. On termination of the Agreement by reason of Your default You shall be liable to pay the Service Provider all Charges that would otherwise have been payable by You during the Minimum Term or subsequent Renewal Term if applicable. The Service Provider shall not be obliged to refund any Charges paid in advance.

16.8. If the service is terminated before the contract end date, you must pay in full 100% of the remainder of the contract.

16.9. On termination of the Agreement You must allow the Service Provider to remove the Equipment. If You delay removal of the Equipment following termination of the Agreement, the Service Provider shall, until such removal is affected, be entitled to continue to charge You and You shall pay such Charges together with any additional costs and expenses caused by such delay.

16.10. The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 18).

18.2. Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other Party.

19.5. The Service Provider may at any time improve, modify or otherwise alter the Service in the event that:

- 19.5.1. the Service Provider suppliers' services are altered so as to affect the provision by the Service Provider of the Service;
- 19.5.2. in the reasonable opinion of the Service Provider the Service should be altered for reasons of quality of service or otherwise for the benefit of the Service Provider's customers as a whole;
- 19.5.3. technical or regulatory reasons so require.
- 19.6. Any variation to the Agreement pursuant to Clauses 19.4, 19.5 and 22 of these Standard Terms and Conditions shall not be subject to the terms of Clause 19.2.

20. NOTICES

Unless otherwise stated in the Agreement:

- 20.1. Notices sent by You to the Service Provider shall be sent by hand or post to the Commercial Director at the address below or as otherwise notified to You.
- TreeNet Ltd, Kemp House, 160 City Road, London, EC1V

20.2.2. by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to the Service Provider in writing.

20.3. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days

after the date of posting. Any communication by electronic mail shall be deemed to have been made on the

working day on which the notice is first stored in the other Party's electronic mail-box.

- 20.4. You agree to inform the Service Provider of any change to Your billing address, registered address and contact details in order that notices are able to be sent correctly by the Service Provider.

21. MARKETING AND DATA PROTECTION

- 21.1. Within this clause 21, "Act" means the Data Protection Act 1998 and "Data Controller", "Data Processor" and "Personal Data" have the same meanings as in that Act.
- 21.2. The Service Provider may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation the Service Provider shall be entitled to disclose information provided by You to any member of its Group. To enable the Service Provider to provide the Service it shall also be entitled to disclose such information to other telecommunications companies.

22. ENTIRE AGREEMENT

- 22.1. This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the parties and relating to its subject matter.

23. TIME NOT OF THE ESSENCE

- 23.1. Any dates quoted by the Service Provider in connection with the provision of the Service or delivery and installation of the Equipment and/or Purchased Equipment shall be treated as

- 21.3. In order to maintain quality and for training purposes the Service Provider may monitor and record telephone conversations with You.
- 21.4. The Service Provider shall be entitled to make Your name, address and telephone number available to the emergency services.
- 21.5. Regarding the parties' rights and obligations under this Agreement, you are the Data Controller and the Service Provider is the Data Processor. You shall meet Your obligations set out in the Act in relation to this Agreement.
- 21.6. The Service Provider shall only process Personal Data in accordance with instructions from You (which may be specific

instructions or instructions of a general nature as set out in this Agreement during the term of this Agreement).

- 21.7. The Service Provider shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data to the nature of the Personal Data which is to be protected.
- 21.8. You warrant that You have appropriate permission to provide the Service Provider with Personal Data for the purpose of data processing.
- 22.3. Subject to clause 22.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.
- 22.4. Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

- 22.2. Each party confirms that it has not relied upon, and (subject to clause 22.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

estimates only. The Service Provider accepts no liability for failure to meet such dates.

24. MISCELLANEOUS

- 24.1. No waiver by the Service Provider of any default by You under the Agreement shall operate or be construed as a waiver by the Service Provider of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by the Service Provider to You shall imply a waiver of its rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.
- 24.2. If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent

required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

- 24.3. The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.
- 24.4. During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly

(without the prior written agreement of the Service Provider) nor make or seek to make any offer of employment or engagement to any employee of the Service Provider, who have dealt with You in the course of the performance of the Agreement.

- 24.5. The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.

25. CONFIDENTIALITY

- 25.1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
- 25.1.1. To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and
- 25.1.2. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-

to-know basis; and

- 25.1.3. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- 25.2. You shall not disclose the existence of this Agreement to any third party without the prior written consent of the Service Provider.
- 25.3. The confidentiality obligations in Clauses 25.1 and 25.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

- 25.4. The confidentiality obligations in Clauses 25.1 and 25.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
- 25.4.1. has ceased to be secret without default of the Receiving Party's part; or
 - 25.4.2. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or
 - 25.4.3. has been received from a third party who did not acquire it in confidence.
- 25.5. Clause 25 shall survive termination of the Agreement or any part of it.

26. ANTI-BRIBERY

- 26.1. You must not violate any Applicable Anti-Bribery Law.
- 26.2. You have and must at all times implement adequate procedures designed to prevent You or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

26.3. You represent that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Service Provider or any third party) by or on behalf of You or Your Associated Persons.

26.4. Breach of any of the provisions in this condition 26 or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Agreement immediately.

27. THIRD PARTY RIGHTS

- 27.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does

not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

28. COUNTERPARTS

- 28.1. This Agreement may be Signed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

28.2. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

29. GOVERNING LAW AND ARBITRATION

- 29.1. The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.