

# Terms & Conditions

These Master Terms of Service including any Appendices, Statements of Work and Order Form(s) set out the basis upon which you subscribe to and/or use the Services and together shall be defined as the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all communications, representations and arrangements whether written or oral concerning the subject matter hereof and Customer hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. No alteration, modification, waiver or addition to this Agreement shall be valid unless made in writing in accordance with this Agreement. No purchase order or other text which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. Any such purchase order shall be dealt with by Conversocial for invoicing purposes only.

## 1. DEFINED TERMS

“**Account**” means the Customer’s unique registered account with Conversocial through which their Authorised Users can log into and access the Services. The Account contains the social media profiles, permissions and set-up of each Authorised User.

“**Account Manager**” means the Customer’s designated Account manager who, amongst other things, will authorise the Authorised Users to have access to the Service.

“**Authorised Users**” means your Account Manager and the employees, agents and independent contractors your Account Manager authorises to access and use the Service up to the Maximum Number of Authorised Users subscribed to.

“**Business Day**” means 9am to 6pm Monday to Friday in the UK, excluding any public holidays in England.

“**Confidential Information**” means information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

“**Customer Data**” means the data we host on your behalf as a result of your use of the Service including (without limitation) any data input by you, your customers (via social media conversations), or your Authorised Users.

“**Data Limit**” means either 1,000 content items processed by the Service per day or 30,000 content items processed by the Service per month, (a content item being a single message on a social platform connected to the Service).

“**Fees**” means the fees for the Service payable by the Customer pursuant to this Agreement, excluding Professional Service Fees (if appropriate) which are defined separately.

**“Intellectual Property Rights”** means (a) patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, including the "look and feel" of any websites; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction whether registered, registrable or otherwise.

**“On-boarding Service”** is the standard on-boarding process undertaken by Conversocial with the collaboration of Customer in order to activate, configure, defining user settings, establish workflow and assist in any initial set-up queries. The fees related to this process are identified as On-Boarding Service Fees on the Order Form. Standard On-Boarding Services do not require the Professional Service Appendix (Appendix 3) or an SOW.

**“Minimum Term”** means the minimum duration of the Agreement as set out in the Order Form.

**“Order Form”** means the then-current order form signed by the parties.

**“Plan”** means the Service plan (for example “Free Trial” or “Enterprise”) you choose when either signing up to the Service or when you upgrade or renew your Plan in accordance with the terms of this Agreement. Your Plan will appear on the Order Form.

**“Professional Services”** means the work performed by Conversocial pursuant to a Statement of Work under this Agreement. The additional terms of any agreed Professional Services are documented in Appendix 3.

**“Professional Service Fees”** means the agreed fees payable to Conversocial for Professional Services.

**“Renewal Term”** means successive periods of 12 months from the expiry of the Minimum Term.

**“Services”** means the social customer software product and related services we make available as a service via the Site. The Conversocial Service is a SaaS solution enabling customers to deliver large-scale customer service through social media channels such as Facebook and Twitter. The Conversocial software interfaces with the customer’s Social Media Accounts via Application Programming Interfaces (“APIs”) that enable messages posted from and to the Social Media Accounts to be managed within the Conversocial Service and provides workflow, collaboration and analytics capabilities to the customer.

**“Site”** means [www.conversocial.com](http://www.conversocial.com).

**“Social Media Accounts”** means your social media accounts and pages which use the Service, including (without limitation) your Facebook or Twitter accounts and pages;

“**Social Media Provider**” means a provider of social media, including (without limitation) Facebook and Twitter;

“**Statement of Work**” means Conversocial’s standard form for ordering Professional Services, which has been completed and executed by both parties, and which specifies the scope and schedule of Professional Services to be performed by Conversocial for Customer and the applicable fees. Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

“**Term**” shall mean the Minimum Term and any subsequent Renewal Terms of the Agreement.

“**Trial**” means a trial of the Service for the Trial Period.

“**Trial Period**” means a period of fourteen (14) calendar days from the date you sign up to the Trial, unless agreed otherwise by Conversocial.

## **2. DURATION**

2.1 The Service shall commence on the Service Start Date detailed on the Order Form and shall continue for the Minimum Term. Thereafter, it shall be automatically renewed for additional twelve (12) months (each a Renewal Term) subject to the terms and conditions of this Agreement until or unless:

- a. either party notifies the other party of termination, in writing by giving at least ninety (90) calendar days notice prior to the expiry of the Minimum Term or a Renewal Term; or
- b. it is otherwise terminated in accordance with the provisions of this Agreement.

## **3. CHARGES AND PAYMENT**

3.1 Upon signature of this Agreement; and in consideration of the provision of the Service by Conversocial; Customer shall be invoiced and agrees to pay the Fees specified in the Order Form. Fees are due annually in advance, net thirty (30) calendar days from the invoice date.

3.2 Professional Service Fees will be invoiced separately in accordance with the SOW relating thereto.

3.3 Customer shall notify Conversocial in writing within fifteen (15) calendar days of receipt of an incorrect or invalid invoice, giving their reasons. If only part of an invoice is disputed the Customer will pay the undisputed amount as detailed herein.

3.4 Except where any payments are disputed in good faith, if we have not received payment within thirty (30) calendar days after the due date, and without prejudice to any other rights and remedies available to us:

- a. we may, without liability to you, give you seven (7) calendar days before we suspend or temporarily disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
- b. interest shall accrue on such due amounts at an annual rate equal to 2% over the then current base lending rate of Barclays Bank PLC at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid.

3.5 All amounts and fees stated or referred to in this Agreement:

- a. are payable in the currency specified in the Order Form or SOW or otherwise agreed by the parties in writing;
- b. are exclusive of value added tax or other withholdings assessable by any jurisdiction, unless otherwise expressly stated. VAT shall be charged where applicable. If Customer is required by law to withhold any taxes from Customer's payment, the Fees shall be increased such that the amount received by Conversocial is equal to the full amount stated in the applicable Order Form. We shall send you a VAT invoice if you request us to do so.

#### **4. ACCESS TO, PROVISION AND USE OF THE SERVICE**

4.1 Subject to payment of the Fees, we grant you a non-exclusive, non-transferable, personal and non sub-licensable licence to permit Authorised Users to use the Service during the Term pursuant to the terms of this Agreement. By accessing the Service through your Social Media Provider(s), you give us permission to access and use Customer Data from your Social Media Accounts as permitted by the Social Media Providers and as permitted herein to provide the Service, and to store your login credentials for such Social Media Accounts.

4.2 You shall ensure that:

- a. the maximum number of Authorised Users accessing and using the Service shall not exceed the number specified in your Order Form or otherwise mutually agreed in writing ("Maximum Number");
- b. each Authorised User shall keep a secure and confidential login and password to access the Service and shall not disclose such login and password to any other person.

4.3 If we discover that any Authorised User is sharing their login details or passwords, we may terminate this Agreement immediately and you will pay us for the use of the Service by each additional person we find to be using the Service.

4.4 Your Account Manager may delete Authorised Users' accounts and authorise other users to access and use the Service provided that the number of Authorised Users permitted to access and use the Service does not exceed the Maximum Number.

4.5 Additional Authorised Users may be added at any time at the then current Fee per Authorised User, this can be done by contacting us at [support@conversocial.com](mailto:support@conversocial.com), or by following the instructions within the Service.

4.6 You are permitted to set-up one (1) Account per contracting party and you must not, and ensure that your staff do not, set-up multiple Accounts unless we agree otherwise on the Order Form or in writing.

4.7 The Customer is responsible for the activity of their Authorised Users, including maintaining the confidentiality of the login details and any activities that occur under the Account. The use of “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) is recommended with your Account. If you have any concerns about your login details or think they have been misused, you should contact us promptly at [support@conversocial.com](mailto:support@conversocial.com).

4.8 The rights provided under this Clause 4 are granted to the Customer, and shall not be considered granted to any subsidiary or holding company of Customer.

4.9 Only one Free Trial Plan (non-Paid Plan) account may be created by any one organisation or by individuals representing or employed by the same organisation. Organisation here may mean a company, group of companies, affiliated group of individuals, or any other grouping of persons at the sole discretion of Conversocial.

## **5. RESTRICTIONS ON USE OF THE SERVICE**

5.1 You shall not access, store, distribute or transmit any viruses, data or any material during the course of your use of the Service that:

- a. is unlawful, harmful, threatening, defamatory, obscene, abusive, infringing, harassing or racially or ethnically offensive;
- b. invades another person’s privacy or is in breach of applicable privacy laws;
- c. facilitates illegal activity;
- d. depicts sexually explicit images;
- e. promotes unlawful violence;
- f. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- g. causes distress, damage or injury to any person or property.

5.2 We may, without liability to you, disable the Service to the extent necessary to disable access to any data or material that breaches the provisions of Clause 5.1.

5.3 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:

- a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means;

- b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
- c. access all or any part of the Service in order to build a product or service which competes with the Service;
- d. use the Service to provide services to third parties;
- e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users,
- f. attempt to obtain, or assist third parties in obtaining access to the Service, other than as provided in the Agreement.

5.4 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Conversocial.

## **6. SERVICE AVAILABILITY, SUPPORT AND WARRANTIES**

6.1 Provision of the Service to Customer shall start on the Service Start Date.

6.2 Conversocial will be responsible for the provision of the Service and the Customer is responsible for the timely delivery of any Data reasonably required by Conversocial to perform the On-Boarding Service and for the networks, connections and computer systems to enable Authorised Users to access the Services.

6.3 Conversocial will use commercially reasonable endeavours to make the Service available with an uptime rate of 99.95% and in accordance with the SLAs detailed in Appendix 1.

6.4 Customer acknowledges that the Service is dependent on access to various third party services (including Social Media Providers) and you agree that we are not responsible for the non-availability, delays, failures or interruption affecting the Service or the performance of the Service caused by any such third party services or errors or bugs in software, hardware or the Internet on which the Service relies as you acknowledge that we do not control such third party services and such errors or bugs are inherent in the use of such software, hardware and the Internet.

6.5 The Customer assumes sole responsibility for results obtained from the use of the Service and for conclusions drawn or decisions taken from such use and you rely on the results obtained from the use of the Service at your own risk.

6.6 Conversocial warrants and undertakes that:

- a. the Service shall comply with all applicable governing laws and regulations;
- b. it shall perform the Service with reasonable care, skill and diligence and accuracy;
- c. it shall ensure that all persons working on or engaged by Conversocial in the provision of the Service shall be competent, suitably qualified and experienced.



6.7 Conversocial's obligation to Customer in the event of a breach of the warranty in 6.6, at Conversocial's sole discretion is:

- a. to use reasonable efforts to rectify any non-conformance with this warranty within a reasonable period of time;
- b. to replace the non-conforming element of the Service with an alternative with similar functionality; or
- c. to make a pro rata refund of any unused portions of the Fees paid by Customer to Conversocial whereupon this Agreement shall terminate.

6.8 Conversocial shall have no liability or obligation for a breach of this warranty unless it has received written notice from Customer of any Service non-conformance within fifteen (15) Business Days from the date of awareness by Customer of such non-conformance.

6.9 Except for the express warranties provided in this Agreement, the Services are provided and made available "as is" and the warranties contained in this agreement are in lieu of all other warranties, representations or conditions, express, implied, statutory or otherwise, including but not limited to, those implied warranties of merchantability and fitness for a particular purpose, all of which are expressly disclaimed. Conversocial does not represent that the Services will be uninterrupted or error free or meet Customer's specific requirements.

## **7. CUSTOMER'S OBLIGATIONS**

7.1 You shall provide us with all necessary cooperation in relation to this Agreement and access to such information as may be reasonably required by us.

7.2 You will:

- a. comply with all applicable governing laws and regulations with respect to your activities under this Agreement;
- b. carry out all your responsibilities and obligations in a timely and efficient manner. In the event of any delays in the provision of such assistance or performance of any obligations agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
- c. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and you shall be responsible for any Authorised User's actions and omissions in connection with their use of the Service;
- d. obtain and shall maintain all necessary licences, consents, and permissions necessary for us or our contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- e. ensure that your network and systems, including the internet browser used by each Authorised User, comply with the relevant specifications provided by us from time to time; and
- f. be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres in order to access and use the Service.

## 8. CUSTOMER DATA

8.1 For the purposes of this Clause 8, the terms “Personal Data”, “Data Processor” “Data Subject” and “Data Controller” shall have the same meaning as set out in the General Data Protection Regulation (“GDPR”). Our [Data Protection Addendum](#) (“DPA”) is incorporated herein by reference.

8.2 We do not claim ownership in your Customer Data. You retain all right, title and interest in and to the Customer Data although you grant us a licence to use the Customer Data solely for the purpose of providing the Service. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

8.3 Customer’s Authorised Users have full editing capabilities for the Customer Data; therefore, other than as detailed herein, we shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Customer Data using the Service unless caused by the proven negligence of Conversocial.

8.4 If we process any Personal Data as a result of hosting the Customer Data or as a result of your use of the Site or the Service, you agree that we do so as Data Processor and that you are the Data Controller in relation to such Personal Data.

8.5 We agree that, in relation to such Personal Data:

- a. we will process the Personal Data only in accordance with the terms of this Agreement and any lawful written instructions reasonably given by you from time to time;
- b. Parties hereby acknowledge that the Services are hosted within the USA. Customer hereby consents to such Personal Data transfer;
- c. you shall ensure that you are entitled to transfer the relevant Personal Data to us so that we may lawfully use, process and transfer the personal data in accordance with this Agreement on your behalf;
- d. 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 governing laws and data protection legislation; and
- e. both parties will have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

8.6 Where we collect Personal Data from you or any Authorised Users for our own purposes in connection with the operation of our Service and our business (for example providing technical support services), you and any Authorised Users agree that we may use this Personal Data for these purposes.

8.7 Each party shall comply with its relevant obligations under all applicable data protection legislation and shall ensure that it has obtained all consents as required by applicable data protection legislation as necessary for the purposes of this Agreement.



8.8 Conversocial shall not disclose the Personal Data to any third party in any circumstance other than in compliance with this Agreement, Customer's written instructions or in compliance with a legal obligation.

8.9 Conversocial shall co-operate with and assist Customer as necessary to enable Data Subjects to exercise their rights under the GDPR as described in the [DPA](#).

8.10 Upon reasonable request, and subject to the confidentiality provisions of the Agreement, Conversocial shall provide Customer with information relating to the security testing and reviews of systems and infrastructure that store, Process and/or transmit Personal Data.

## **9. PROPRIETARY RIGHTS**

9.1 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 Service.

9.2 We may use your name, logo and related trade marks in any of our publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that you use the Service and you grant us such rights as our necessary to use your name, logo and related trade marks for this purpose.

## **10. CONFIDENTIALITY**

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

- a. is or becomes publicly known other than through any act or omission of the receiving party;
- b. was in the other party's lawful possession before the disclosure;
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- d. is independently developed by the receiving party, which independent development can be shown by written evidence; or
- e. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available for use for any purpose other than as needed to perform this Agreement.

- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms and conditions.
- 10.4 Each party shall take a back-up of its own Confidential Information.
- 10.5 We acknowledge that the Customer Data is your Confidential Information.
- 10.6 This Clause 10 shall survive termination of this Agreement, however arising.

## **11. INDEMNIFICATION**

11.1 Conversocial will defend and indemnify Customer against all damages and losses awarded against Customer or agreed by Conversocial in final settlement (including reasonable legal fees) arising from a claim that the Service used within the scope of this Agreement infringes any European Union or North American third party intellectual property rights provided that (a) Customer notifies Conversocial in writing within thirty (30) calendar days of the claim, (b) Conversocial has sole control of the defence and all related settlement negotiations, and (c) Customer provides Conversocial with the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Conversocial.

11.2 If Customer's normal use or access to the Service is held or believed by Conversocial to infringe as detailed in 11.1 above, then Conversocial may at its expense:

- a. procure the right to continue using the Service;
- b. modify or replace the infringing material so as to avoid the infringement, provided that the new performance and functionality is at least equivalent to the original Service; or
- c. if such remedies are not reasonably available, refund to Customer any unused Fees paid upfront whereupon this Agreement shall terminate.

11.3 This indemnity will not apply to infringement arising out of the use of the Service or any part thereof in combination with any equipment and/or computer programs not approved by Conversocial for use with the Service if such infringement would have been avoided by the use of the Services without such equipment and/or programs. The foregoing states the entire liability of Conversocial with respect to infringement or alleged infringement of any third party rights of any kind whatsoever.

11.4 Conversocial has no control over the use of the Services made by the Customer, or the content of the Customer Data. In order to protect Conversocial and our ability to continue to provide the Services we require the following indemnity. You shall indemnify and defend Conversocial and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable attorneys' fees) arising out of a claim brought by a third party relating to your use of the Service (except to the extent caused by our negligence) including without limitation our hosting

and use of Customer Data and your decisions, financial, business and commercial judgments, and acts or omissions, based on your use of the Service. Conversocial shall provide Customer prompt notice in writing of any such claim or action. Customer shall have sole control of the defence and all related settlement negotiations and Conversocial shall provide the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by Conversocial in providing such assistance will be reimbursed by Customer. Conversocial shall be entitled to participate in the defence with its own counsel and at its own expense.

## **12. LIMITATION OF LIABILITY**

12.1 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S liability in respect of death, personal injury, OR DAMAGE TO TANGIBLE PROPERTY arising from its negligence OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 SUBJECT TO THE EXCLUSIONS IN CLAUSE 12.1 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES, CHARGES OR EXPENSES OF ANY KIND WHATSOEVER, HOWEVER ARISING UNDER THE AGREEMENT.

12.3 To the extent that Conversocial is liable under this Agreement, Conversocial's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid in the twelve (12) month period immediately preceding the date on which the liability arose.

12.4 The limitations set forth in Clause 12.3 shall not apply to matters subject to indemnification under this Agreement or infringement or misappropriation of Intellectual Property Rights.

12.5 With the exception of Clause 12.1, Conversocial will have no liability for any loss or damage (direct or indirect) however arising under this Agreement where you are not paying to use or access the Service (as you have signed up to the free "Free Trial" Plan).

## **13. TERMINATION**

13.1 We may terminate this Agreement by notice to you with immediate effect, or such notice as we may elect to give you, if you:

- a. If you fail to pay any sum due to us and such sum remains outstanding for a further fourteen (14) calendar days following notice requiring such sum to be paid

we may terminate this Agreement immediately by notice and without liability to you.

- b. fail to use your account for a period of twelve (12) months;
- c. If you are accessing the Service using a Free Trial Plan, we may terminate this Agreement with immediate effect, without notice to you.

13.2 Either party may terminate this Agreement at any time on written notice to the other if the other:

- a. is in breach of applicable law;
- b. infringes the Intellectual Property Rights or make unauthorised use of the Confidential Information of the other party.
- c. is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 calendar days after receiving written notice requiring it to remedy that breach; or
- d. becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- e. On termination of this Agreement for any reason all licences granted under this Agreement shall immediately terminate and your right to access and use the Service will end.

13.4 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 shall not be affected or prejudiced.

## 14. GENERAL

14.1 **FORCE MAJEURE.** No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: non-availability or failure of any third party service, act of God, governmental act, war, fire, flood, explosion, communications or failure of the Internet or civil commotion.

14.2 **WAIVER.** No waiver of any rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

14.3 **SEVERABILITY.** If any provision of this Agreement is judged to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14.4 **ASSIGNMENT.** Either party may assign this Agreement in whole or in part with prior written notification to the non-assigning party. This Agreement will be binding upon the parties hereto and any authorised assigns.

14.5 NO PARTNERSHIP OR AGENCY. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the 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).

14.6 THIRD PARTY RIGHTS. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.7 NOTICE. Any notice required to be given pursuant to this Agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first-class mail or fax, or signed and scanned and sent by email. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy two (72) hours after posting and correctly directed faxes and emails shall be deemed to have been received instantaneously on transmission, provided that they are sent to correct email address or fax number.

14.8 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.