

BUSINESS USER LICENCE AGREEMENT

PARTIES

This agreement is between Beyond Encryption Limited, a company registered in England and Wales (company number 00814096) and whose registered company address is 1, Gloster Court, Whittle Avenue, Fareham, Hampshire PO15 5SH, our VAT number is 280809881, (referred to as “**BE**”, “**Us**”, “**We**” or “**Our**”) and the organisation agreeing to these terms (“the **Customer**”, “**You**” or “**Your**”). It governs the provision of our email encryption services by You and Your staff (“**Users**”). This agreement applies whether you purchase the Services directly from Us (including purchases from Us following introduction by an Introducer) or through one of our third-party resellers.

MAIN TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this agreement, the following words and terms shall have the following meanings:

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| “ Adapter ” | Means software code that when executed installs a program capable of communicating with the BE core hosted technology platform; |
| “ Advanced Service ” | Means the advanced subscription-based email encryption service described in clause 2.1.1; |
| “ Automated Delivery Service ” | Means the paid, subscription-based email encryption service described in clause 2.1.1; |
| “ BE ” | Beyond Encryption Limited; |
| “ Data Controller ” “ Data Processor ” “ Personal Data ” | Each has meaning in Data Protection Legislation |
| “ Data Protection Legislation ” | Means the Data Protection Act 2018 and any successor legislation, including the General Data Protection Regulation; |
| “ Email Add-in ” | Means an email Adapter with which the User can integrate the Services into its own email program; |
| “ Encryption ” | Means the process of encoding messages or information in such a way that only authorised parties can read it; |
| “ Feature List ” | Means the publicly available Feature List |
| “ Fee ” | Means the subscription fee payable for the Services, being the amount agreed between You and the reseller from whom You purchased the Services or, if you purchased the Services from BE, the amount specified in accordance with your Proposal with BE. |

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| “Installation Fee” | Means the fee payable for time and materials required to integrate the Services with Your internal systems and/or Your storage options, being the amount agreed between You and the reseller from whom You purchased the Services from BE, the amount separately agreed with BE |
| “Introducer” | Means, a third party with a network of clients and agreement with BE that introduces its clients to BE’s Services for a commission. |
| “Mobile App” | Means where available a mobile application / Adapter from Your mobile service provider’s application store; |
| “Payload Store” | Means the Customer’s chosen location used by BE to deposit encrypted files; |
| “Order” | Means an order for the Services |
| “Recipient” | Means the person receiving the email; |
| “Services” | Means the Service defined in clause 2.1 below |
| “Site Licence Fee” | Means the subscription fee payable for the Automated Delivery Services being the amount agreed between You and the reseller from whom You purchased the Services or, if You purchased the Services from BE, the amount separately agreed with BE; |
| “Statement Delivery Fee” | Means the transactional fee payable per automated Statement Delivery through the Automated Delivery Services, being the amount agreed between You and the reseller from whom You purchased the Services or, if You purchased the Services from BE, the amount separately agreed with BE. |
| “Technology” | Means an Adapter together with any software applications ordered and provided by BE to the User; and |
| “User” | Means an individual end user of the Services |
| “Website” | Means the website at www.beyondencryption.com and where the context may require, the administration console for businesses is available at https://admin.beyondencryption.com |

- 1.2 In this agreement unless the context requires otherwise, any reference to: -
- 1.2.1 a statute or statutory provision includes any consolidation, re-enactment of the same and any subordinate legislation in force under the same from time to time;
 - 1.2.2 the singular includes the plural (and vice versa)
- 1.3 Headings are included for convenience only and shall not affect the interpretation or construction of this agreement

1.4 This agreement is provided in the English language only and shall be interpreted accordingly.

2. THE SERVICES

2.1 This agreement covers the following email encryption services for businesses ("Services")

2.1.1 An Advanced Service which allows Users to apply encryption to their standard email facility thereby enabling them to send and receive emails with enhanced security features and allowing You to administer Users' accounts via a console as set out in further detail at www.beyondencryption.com. and

2.1.2 An Automated Delivery Service – an email encryption service with additional email automation functionality as set out in further detail at www.beyondencryption.com

2.2 The Services are not an alternative email service. When used in accordance with compatible software, the Services enable the User to apply encryption to their existing email facility. You and the User remain responsible for determining whether the level, of security it applies to that facility is enough for its intended communication and determining whether any other security requirements should be applied or incorporated into Your existing infrastructure.

2.3 The technical requirements for accessing the Service are set out in clause 7

3. ORDER PROCESS

3.1 If you are ordering the Services directly from Us or after an introduction from an Introducer, the website pages will guide You through the steps You need to follow to place an order for an account with BE to use the Services. If You are purchasing the Services through one of our resellers, You will have a separate agreement with Your reseller relating to payment for the Services and provision of support by the reseller and the remainder of this clause 3 does not apply to You.

3.2 If You are using the on-line registration process and for less than 25 Users and within the United Kingdom, on Your recorded acceptance of all the relevant Terms and Conditions, You will be guided through a simple process of Maillock registration; completion of details for the payment process and acceptance by Our payment provider; and the process of setting up Your own company console enabling You to invite Users. On this date a legally binding contract between You and Us will come into existence for the relevant Services You applied for.

3.3 If You are purchasing the Services for more than 25 Users or are based outside the United Kingdom, after completing the on-line Registration Process, You will be asked to contact support@beyondencryption.com to process Your registration.

3.4 If We are unable to meet the requirements of Your order, we will send You an email to confirm the cancellation of Your order and We shall refund You in full any sum We have debited from Your account within fourteen (14) days.

4. ACCOUNT CREATION

4.1 A company console will be created for Your company with You as either Company Owner or Company Administrator

4.2 As a Company Owner / Administrator You will be able to invite Your employees to join the Company Account by a simple registration process during which each additional user will accept via their individual registration process both the BE [Privacy Policy](#) and the BE [Acceptable Use Policy](#). As a company Owner in accepting this Business User Licence Agreement and Your Business Terms and Conditions, You do so on behalf of all account holders within Your control who confirm their acceptance of all these Policies and conditions, by usage of the system.

- 4.3 Any account that does not attract a subscription payment during a trial period or thereafter will have restricted functionality and is provided at the discretion of Beyond Encryption. These accounts can be terminated by Us without notice and access removed.
- 4.4 We will also request that You provide Us with other relevant information, including details of Your preferred storage provider for encrypted emails.
- 4.5 We are committed to protecting Your and Your invited Users' privacy. Details of the information we collect, and our processing activities are outlined in our [Privacy Policy](#) and our [Data Protection Policy](#).
- 4.6 By submitting Your Users' personal information to Us, You are confirming that all details provided by You are up to date and accurate all the time.
- 4.7 Should Your personal information or that of Your Users change at any time, You should promptly update Your account information by logging in on the Website and updating Your account details. We will not be responsible or liable for inaccurate data where you have failed to update changes in Your personal information.
- 4.8 You are responsible for maintaining the confidentiality of the password You use to log in to Your account. We are not liable for any damage or loss that arises from Your failure to protect such password and/or Your personal account information.

5. PROVIDING THE SERVICES

- 5.1 We shall provide You with the Services unless and until this agreement is cancelled in accordance its terms , or You cancel the agreement for the provision of the Services with the reseller from whom You purchased the Services.
- 5.2 If You purchase the Services directly from Us, or after an introduction from an Introducer, then We shall provide the Services with all reasonable care and skill. If You purchase the Services from a reseller, then Your agreement with the Reseller will determine the process of raising concerns regarding service levels or functionality.
- 5.3 We will always make every effort to provide You with the Services and access to the Website , however there may be delays due to matters beyond Our reasonable control.
- 5.4 Provided that You properly open an account directly with Us or through the website and provide Us with all the information We require as referred to in clause 4.1 and pay all relevant Fees to us or to the reseller from whom You purchased the Services (if applicable), We hereby grant to You and Your Users a personal, non-transferable right to permit You to access Your account and use the Services.

6. CUSTOMER OBLIGATIONS

- 6.1 You shall and shall ensure that Your users will use Our Services in accordance with BE [Acceptable Use Policy](#) and this agreement.
- 6.2 You are responsible for Your information technology and computer programs through which You access the Services.
- 6.3 BE [Acceptable Use Policy](#) sets out in detail the prohibited Uses of our website or Adaptors.
- 6.4 We reserve the right to disable Your access to the Services without further liability if You or any of Your Users breach any clauses within the [Acceptable Use Policy](#).

- 6.5 You will take reasonable steps to ensure that nobody other than Your Users access the Services using Your Users' accounts, created with Your Users' usernames and passwords.
- 6.6 If it comes to Your attention that somebody has accessed any of Your User's accounts, You must notify Us as soon as possible.

7. ADAPTERS AND TECHNOLOGY

- 7.1 In order to send a secure communication using Our Services, You need:
 - 7.1.1 an Adapter, a compatible mobile device or a compatible web-browser, and
 - 7.1.2 Your own Payload Store
- 7.2 As part of Our Services We provide You with access to and use of the following Adapters:
 - 7.2.1 an Email Add-in for MS Outlook, or other email clients
 - 7.2.2 a Mobile App for IOS and Android Users
 - 7.2.3 an Enterprise Adapter for use by Automated Delivery Services Users,
- 7.3 You may access the Technology as part of the Services and download the selected Email Add-in to Your own properly licensed email programs. An Adapter or compatible web browser is required to send an email using Our Services.
- 7.4 This service is subject to minimum browser and operating system requirements. The up to date compatibility document is published on the BE Website.
- 7.5 You acknowledge and agree that You control the release of Your email to the Recipient, whether by an Adapter or otherwise.
- 7.6 Where You chose to allow a Recipient to access an email other than by an installed Adapter (most likely via an internet browser), which is the recommended mode, the encryption keys and locations of Your communications within Your Payload Store pass through our servers but are not stored. You acknowledge and agree that this may be considered by some organisations as a reduced level of security (in comparison to the recommended method of using Our Services whereby both You and the Recipient access emails using an Adapter). Please consult with Your IT support provider to determine whether You may require additional security features for Your intended email transmission.
- 7.7 Sending and receiving an email using our Adapter is the most secure method of transmission as the email is encrypted and released using encryption keys, some of which are controlled and held only by You and passed by You to the Recipient. This mode of operation offers the best User experience and a delivery mechanism in which the encryption keys that secure files deposited in Your Payload Store never pass through our servers. This operating mode requires any new Recipient to firstly "connect" with You to be approved to share encryption keys.
- 7.8 Although We shall use reasonable endeavours to ensure that the Technology is virus free, this cannot always be guaranteed, and You must install appropriate security protection, including but not limited to adequate virus prevention software, and where it is appropriate have a secure firewall as part of Your IT infrastructure to secure Your communication transmissions.
- 7.9 You acknowledge that the Technology and the Services have not been developed to meet Your individual requirements and that it is therefore Your responsibility to ensure that the facilities and functions of the Technology and the Services as described on the website meet Your requirements.

7.10 This right to use this Technology is personal to You. However, You may download, install and use the Email Add-in on multiple email programs provided that all the email addresses You use this Email Add-in with, have been registered on Your account. You may only use the Technology for the purposes of Your own business.

8. SERVICE CONTINUITY

8.1 We shall use Our reasonable endeavours to ensure that the Services are provided continuously and that access to the Website is not interrupted by any matter within Our control, but we do **NOT** guarantee uninterrupted Services. If You have purchased the Services from a third-party reseller, then we do make no commitment to You regarding the standard of the Services and clauses 8.2 to 8.5 below do not apply to You. You must contact the reseller from whom You purchased the Services regarding any issue with the standard of the Services.

8.2 If You have purchased the Services from a third-party reseller Clauses 8.3 to 8.5 below do not apply to You. You must contact the reseller from who you purchased the Services regarding any issue with the standard of the Services.

8.3 If Our supply of the Services is delayed by an event outside Our control, then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this, We will not be liable for delays caused by the event, unless specifically agreed by the way of an SLA, but if there is a risk of a substantial delay, You may terminate this agreement in the circumstances contemplated by clause 17 and receive a refund for any Services You have paid for but not received.

8.4 We will notify You in advance of any planned downtime, which, if reasonably practicable, will be scheduled outside the normal United Kingdom office hours.

8.5 We shall establish, maintain and review Our own internal processes and procedures with respect to the identification of any threats or risk to the provision of the Services, how such threats and risk may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.

8.6 The nature of the internet communications means that Our Services and/or software may be susceptible to data corruption, interception, non-availability and delays. Please ensure You have backed-up copies of all the data You send via the Services. Whilst We will make all reasonable efforts to protect Your data, We shall **NOT** be responsible for any loss or damage of the same.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 In the unlikely event that there is a problem with the Services please notify Us of the problem as soon as reasonably possible at support@beyondencryption.com.

9.2 We will use every effort to repair or fix the defect as soon as reasonably practicable.

10. OUR RIGHT TO MAKE CHANGES

10.1 We may change the Services:

10.1.1 to reflect changes in relevant laws and regulatory requirements; and

10.1.2 to implement technical adjustments and improvements, for example to address a security threat. These changes will not affect use of the Services.

10.2 In addition, We may make more significant changes to the Services, or even terminate the Services due to User preferences and demand, but if We do so, We will notify You and You may then contact Us to end this agreement before the changes take effect and receive a refund for any Services paid for but not received

(save that where the Services have been purchased from a third party reseller then refunds must be claimed from the relevant reseller).

11. INTELLECTUAL PROPERTY

- 11.1 You acknowledge that all intellectual property rights in the Services, the Website and the Technology anywhere in the world belong to Us or our licensors, that rights in the Technology are licensed (not sold) to You, and that You have no rights in, or to, the Technology other than the right to use each of them in accordance with all our Terms and Conditions of business, use and privacy.

12. FEES

- 12.1 The Fees for the Services will be charged in accordance with Your Payment Agreement with Us, based on the number of Users installed or registered in that month.
- 12.2 If You purchased the Services from a third-party reseller, then we will not collect payment of the Fees from You and save for clause 12.9, this clause does not apply to You. You must contact the reseller from whom You purchased the Services regarding payment of Fees. If You have purchased the Services from Us following introduction by an Introducer, then all the provisions in clause 12 will apply.
- 12.3 If the Enterprise Adaptor is installed as part of the Automated Delivery Service, the Site Licence Fee for this service will be charged in accordance with Your Payment Agreement with Us.
- 12.4 If the Automated Delivery Service is used through the Enterprise Adaptor for the delivery of statements in an automated manner, the Statement Delivery Fees will be charged in accordance with Your payment agreement with Us.
- 12.5 Any Installation Fee will depend on the scope of work required and will be charged in line with the amount agreed by Us.
- 12.6 We reserve the right to increase the Fee, the site Licence Fee and or Statement Delivery Fee from time to time on 60 days prior notice, but changes will not affect any periods prior to the date of the change.
- 12.7 You shall pay the Fees within 30 days of receipt of Our invoice. If You have set up a direct debit arrangement with Us, then You authorise Us to invoice You, and bill Your account in accordance with any completed direct debit instructions. If You have registered using Our online registration process, then as agreed in the registration process Your monthly subscription fee will be processed automatically at the agreed date by the Payment Provider.
- 12.8 If We have not received payment within 14 days after the due date, and without prejudice to any of Our other rights and remedies We may, without liability to You, disable Your password, account and access to all or part of the Services and We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 12.9 If You have purchased the Services from a third-party reseller and
- 12.9.1 that the reseller informs Us that You have not made payment to them of the amount owed to them for the Services within 14 days after the due date; or
- 12.9.2 that the reseller fails to pay Us the amounts due for Your use of the Services within 14 days of the due date by which they are required to pay Us:

then without prejudice to any of Our other rights and remedies We may, without liability to You, disable Your password, account and access to all or part of the Services and We shall be under no obligation to provide any or all the Services while the invoice(s) concerned remain unpaid.

13. WARRANTIES AND DISCLAIMER

- 13.1 If You purchased the Services from Us, including following an introduction from an Introducer , We warrant to You that we will provide the Services with reasonable skill and care. If You purchased the Services from a Reseller, then You should contact the reseller in relation to any issues with the level of Service You receive.
- 13.2 We undertake, warrant and represent to You, on an ongoing basis that We have all the rights and permissions necessary (including intellectual property rights) to provide You with the Services, however We are not obliged to consider whether the Services are sufficient or appropriate for any particular or actual circumstance in which You wish to use them and We give no assurances of its suitability to the same.
- 13.3 We also do not warrant, nor give You any assurance, that the Services and Our means of delivering them are compatible with Your computer configuration or email program.
- 13.4 Whilst We use all the reasonable efforts to ensure Our Services, Our infrastructure and Our Technology are completely secure, We do not guarantee, represent or warrant that they are, and You must take responsibility for how You use the Technology and the Services.
- 13.5 You acknowledge and agree that:
- 13.5.1 in accordance with clauses 7.6 and 7.7, a set of encryption keys are used to encrypt / decrypt messages (which for the purpose of this agreement, includes all attachments and other data attached or contained therein) transported using the BE / Maillock system, and not all of the keys are shared with the BE infrastructure when sending and receiving secure email using adapters, As such this is the recommended method of usage and might be considered to hold greater privacy level of users. Disabling a recipients' ability to read via a "web browser" might present a higher degree of security and as such BE cannot be held responsible for impeded security where "web browser" based technologies are used.
- 13.5.2 You will be responsible for setting enough security credentials for the emails You send (including but not limited to a password) and this will determine the security You have.
- 13.5.3 You will at all times remain the Data Controller of the data, information and content of Your email and any attachment thereto until such time as You approve release of Your email and its content and attachment to the Recipient, You further acknowledge and agree that upon such release, You transfer control of that data to the Recipient, whether it is Your intended Recipient or other; and
- 13.5.4 We at no time control the sending or release of Your email or assume control over it or its content or the email applications used by You for creating, sending, releasing and storing emails. We shall not be liable for any release of email by You or any third-party Recipient of that email unless such release is due entirely to an act of gross negligence by Us.
- 13.5.5 Since all content transferred using our Service through the adapter is encrypted using software on Your own computer systems, and since We do not store all keys required to decrypt messages sent by You (although these pass temporarily through our servers when Recipients decrypt emails in a web browser), it is not envisaged that We will at any stage process Personal Data on Your behalf, even where You use a Payload Store provided by Us.
- 13.6 Each party shall comply with its respective obligations under the provisions of the Data Protection Legislation and references in this clause to "data processor", "data controller" and "personal data" shall have the meanings defined in the Data Protection Legislation. Under Article 28 of GDPR, it is accepted by both parties on entering this agreement that You are acting as Data Controller and We act as a Data Processor on Your behalf (see also clause 13.5.5) in the course of providing the Services, then:

- 13.6.1 we will always process the Personal Data in accordance with Your instructions
 - 13.6.2 any processing carried out by Us will be restricted to processing the Personal Data to provide the Services;
 - 13.6.3 We will take appropriate technical and organisational measures to keep Your Personal Data secure and assist You with Your obligations to do the same:
 - 13.6.4 We will assist You with any data subject access requests (to the extent that We are able);
 - 13.6.5 We will assist You with any consultations in relation to data impact assessments;
 - 13.6.6 We shall only process personal data to the extent to provide the Services as agreed with You and shall not retain any personal data longer than necessary for the Processing and as outlined in our [Data Protection Policy](#) and [Privacy Policy](#).
 - 13.6.7 We will not intentionally transfer any personal or identifiable data outside the European Economic Area (EEA)
 - 13.6.8 We will, on request, remove or return all Personal Data held by Us upon termination of this Agreement, unless required by law to retain it;
 - 13.6.9 We will report any data breaches to You in accordance with applicable Data Protection Legislation
 - 13.6.10 You will immediately notify Us if You receive any complaint, notice or communication which related is related directly or indirectly to the processing of personal data under his agreement and provide Us with full co-operation and assistance in relation to any such complaint, notice or communication.
 - 13.6.11 We will provide You with all the information necessary to demonstrate compliance with Our obligations in this clause 13.6 upon request and will contribute to audits carried out by You (again to the extent that We are able)
 - 13.6.12 We will comply with all Our obligations under Data Protection Legislation.
 - 13.6.13 If You have purchased Our Services as part of a promotion or discounted rate through either a Network or Affiliate, We may share Your usage data of Our Services only, upon request from the Network or Affiliate.
- 13.7 If you Use a Payload Store provided by Us, this will be provided by a third party (BE Azure Blob Storage) and accordingly such third party may also process the same data as Us. Our sub processor may transfer, store and process Personal Data in locations outside the European Economic Area. However, any personal Data in the Payload Store will always remain encrypted and We shall not make any decryption leys available to the storage provider.

14. LIMITATION OF LIABILITY

Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

- 14.1 We do not in any way exclude or limit Our liability for:
 - 14.1.1 death or personal injury caused by Our negligence:
 - 14.1.2 fraud or fraudulent misrepresentation

- 14.2 We have no responsibility to pay You compensation for any information which is lost or corrupted or intercepted and/or read by any third party.
- 14.3 Subject to clause 14.1, neither party will be liable to the other for any indirect, special or consequential loss or damage.
- 14.4 Subject to clause 14.1, We shall not in any circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 14.4.1 Loss of profits or
 - 14.4.2 Loss of business or
 - 14.4.3 Depletion of goodwill or similar losses;
 - 14.4.4 Loss of anticipated savings; or
 - 14.4.5 Loss of goods
 - 14.4.6 Loss of use or
 - 14.4.7 Loss or corruption of data or information or
 - 14.4.8 Any special, indirect, consequential or pure economic loss, costs, damages, charges etc
- 14.5 Subject to clause 14.1, to the extent that We are liable to You under this agreement, then Our total liability to You in each 12-month period in respect of all losses arising under or in connection with the contract whether in contract tort (including negligence), breach of statutory duty, or otherwise shall be limited to:
- 14.5.1 If You purchased the Services directly from Us, including purchases following an introduction from an Introducer, the lower of one hundred thousand pounds (£100,000) or the amount paid by You for the Service in that 12-month period.
 - 14.5.2 If You purchased the Services from a third party reseller, £250, such lower amount being on the basis that Your principal remedy for any defect in the Services shall be pursued against the reseller from whom You purchased the Services, and this clause 14.5.2 shall not be taken to entitle You to claim any amount from Us for which You have been or could be recompensed by the reseller from whom You purchase the Services.
- 14.6 Except as expressly stated in this agreement, We do not give any representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into this agreement by statute, common law or otherwise is excluded to the fullest extent permitted by law. We will not be responsible for ensuring that the Services are suitable for Your purposes.
- 15. THIRD PARTY PROVIDERS**
- 15.1 You acknowledge that the Services may enable or assist You to access the website content of , correspond with, and purchase products and services from, third parties via third-party websites and that You do solely at Your own risk.
- 15.2 We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party. The Services do not filter or moderate Your communications, but rather they apply an additional level of security to Your existing email facility.

15.3 Any contract entered into and any transaction completed via any third-party website is between You and the relevant third party and not Us

15.4 We do not endorse or approve any third-party website, or the content thereof made available via the Services.

16. TERM AND TERMINATION

16.1 If You purchased the Services from a third-party reseller then

16.1.1 This Agreement shall commence on the date on which You first install our Technology and accept these terms, and shall terminate automatically on the date on which Your agreement with the reseller for the provision of the Services terminates;

16.1.2 We may also terminate this agreement in the circumstances contemplated in clause 12.10; and

16.1.3 The remaining provisions of clause 16 shall not apply to You.

16.2 If You purchased the Service from Us as a result of being part of a “Network” and You cease to be a member of this “Network” then we terminate Your contract with Us as there would have been preferential payment terms for being a member of the “Network”. This will be with immediate effect on leaving the “Network” and by written notice to You with the option to continue to use Our Services as a regular customer at the prevailing rates applicable to regular customers applicable at that time.

16.3 If You purchased the Services directly from Us, this agreement shall continue until it is terminated in accordance with this clause 16.

16.4 Unless otherwise agreed, and unless terminated sooner pursuant to the remaining provisions of this clause 16, this agreement shall be for a minimum initial period of 12 months (the “initial term”). Upon the expiry of the initial term, this agreement shall automatically renew for further terms of 12 months at a time (each a “renewal term”) unless either party gives notice to terminate on not less than 90 days’ notice expiring at the end of the initial term, or at the end of the renewal term.

16.5 Without prejudice to any other rights You may have, You may terminate this agreement with immediate effect by giving Us written notice if:

16.5.1 We breach this agreement in any material way and We do not correct or fix the situation within 14 days of You asking Us in writing;

16.5.2 We go into liquidation or a receiver or an administrator is appointed over Our assets or We become insolvent or cease trading;

16.5.3 We change this agreement to Your material disadvantage; or

16.5.4 We are affected by a matter beyond Our reasonable control as set out in clause 17 which affects Your Use of the Services for longer than 14 days

in which case We will refund to You the proportion of any Fees that You have paid in advance that is equivalent to the remaining period of Your subscription.

16.6 Without prejudice to any other rights We may have, We may terminate this agreement with immediate effect by giving You written notice if:

16.6.1 You do not pay Us within 14 days after when You are supposed to as set out in clause 12.7, or

16.6.2 You breach the contract in any other material way and You do not correct or fix the situation within 30 days of Us asking You in writing;

- 16.6.3 You go into liquidation or a receiver or an administrator is appointed over Your assets or You become insolvent or cease trading; or
- 16.6.4 You suspend or cease or threaten to suspend or cease, carrying on all or a substantial part of its business
- 16.6.5 You are affected by a matter beyond Your reasonable control as set out in clause 17 which affects Your Use of the Services for longer than 30 days.

16.7 Once we have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with at least 60 calendar days' notice in writing. If You have made any advance payments for Services that have not been provided to You, We will refund these amounts proportionately to You.

17. FORCE MAJEURE

- 17.1 Sometimes We may not be able to do what We have agreed because of something beyond Our reasonable control, which may include: lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, anything done by Government or other competent authority or failure of public or private telecommunications networks. There may be other reasons too. In these cases, We do not accept responsibility for not providing You the Services.
- 17.2 If one of these events takes place and affects the performance of Our obligations under this agreement, We will contact You as soon as reasonably possible to notify You.
- 17.3 We will restart the Services as soon as reasonably possible after the event is over
- 17.4 We have the right to cancel the contract if such an event takes place which affects Our performance and continues for longer than 14 days.
- 17.5 We will only terminate the contract if the matter beyond Our reasonable control continues for longer than 30 days in accordance with Our termination rights in clause 16.

18. COMMUNICATION

Any notice or other communication given to a party under or in connection with this contract shall be in writing Registered and shall be

- 18.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 18.2 sent by email to an email address provided for this purpose

Any notice or communication shall be deemed to have been received

- 18.3 if delivered by hand, on signature or a delivery receipt or at the time notice is left at the proper address;
- 18.4 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am, on the next Business Day after posting or at the time recorded by the delivery service.
- 18.5 if sent by fax or email, at 9.00am on the next Business Day after transmission

19. WAIVER AND SEVERANCE

- 19.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute waiver of that or any other right or remedy nor shall or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy
- 19.2 If any provision or part provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified by a minimum extent to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the agreement.
- 19.3 If any provision or part provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. GENERAL

- 20.1 This agreement together with Our [Privacy Policy](#), Our [Acceptable Use Policy](#) and Your Business Terms and Conditions constitute the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to the subject matter.
- 20.2 You acknowledge that in entering into this contract You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or together with Our [Privacy Policy](#), and Our [Acceptable Use Policy](#)
- 20.3 We may transfer Our rights and obligations under this contract to another organisation, but this will not affect Your rights or Our obligations under this agreement. We will always notify You in writing or by posting on the Website if this happens.
- 20.4 You may only transfer Your rights or Your obligations under this agreement to another person if We agree in writing.
- 20.5 This agreement is between You and Us. No other person shall have any rights to enforce any of its terms.
- 20.6 Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 20.7 If we fail to insist that You perform any of Your obligations under this agreement, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You. We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

21. CONFIDENTIALITY

- 21.1 Each party undertakes that it shall not at any time disclose, to any person any confidential information concerning the business affairs, customers, clients or suppliers.
- 21.2 Each party may disclose the other party's confidential information as may be required by law, a court of competent jurisdiction or any government or regulatory authority.
- 21.3 No party shall use any other party's confidential information for any purpose other than to perform its obligation under this agreement.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This agreement, any contract between Us and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement and any contract between Us, or its subject matter or formation (including non-contractual disputes or claims)