

Software Platforms Terms of Use

1. INTRODUCTION

These Terms of Use (**the Terms**) apply to the use of the platforms. Where reference is made to the any of the three websites Kiveev, Trace or TMS, the word “platform” is used interchangeably to mean one or all of these websites. Any use of such web pages constitutes the user’s agreement to abide by the terms.

Modifications. ZTP (**the Company**) reserves the right to temporarily discontinue or modify any part of the platform where necessary in the company’s sole discretion for the purposes of making modifications to the design, specifications, network connectivity or method of operation of the platform, if the amendment will not materially affect the nature or quality of the services and are compliant with any service level agreements in place. The service user acknowledges that the platform is subject to limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.

Changes to specification. the Company reserves the right to amend the specification of the platforms if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the platforms.

Definitions:

“**Affiliates**” means in respect of a Party, a company or other undertaking which is a Group Undertaking (as defined in section 1161(5) of the Companies Act 2006), in each case for the time being;

“**Analytical Data**” means data created as a result of calculations run by the Platform using “Platform Data” and/or “Input Data”. Examples of Analytical Data include but are not limited to consumption forecasts, budgets, accrual and financial performance data, delivered cost projections, standard risk price projections, and position reports. “ZTP Risk Data” is excluded from this definition.

“**Applicable Laws**” means the laws of England and Wales.

“**Authority**” means any local, national, multinational, governmental or non-governmental authority, statutory undertaking or public or regulatory, administrative, fiscal or judicial body or body corporate which has any jurisdiction, control or influence over a Party or which has responsibility for providing any decision, consent or licence which is required in order for a Party to fulfil its obligations in accordance with and pursuant to these Terms.

“**Business Day**” means a day other than Saturday and Sunday, when banks in London are open for business.

“**Company**” means Zero Trace Procurement Ltd, (company number 07846991), trading as ZTP, a private limited company registered in England and Wales, whose registered office is at 3rd Floor, 83-84 Long Acre, Covent Garden, London, WC2E 9NG.

“**Company Group**” means the Company and its Affiliates and 'member of the Company Group' shall be construed accordingly

“**Company Personnel**” means any Staff engaged by the Company, its Affiliates, Approved Sub-Contractors or any other third party in connection with the provision of the Services.

“**Confidential Information**” means any information, however conveyed or presented (whether disclosed orally or in writing), that relates to the business, affairs, operations, customers, members, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of a Party or its Affiliates, together with all information derived from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably be considered to be confidential (and shall, in the case of the Service User and each member of the Service User Group). Additionally this shall include Personally Identifiable Data (PID) including but not limited to customer/member/colleague details and the Service User’s business sensitive data, in whatever form relating to the Service User Group or Service User Staff.

“**Data Protection Legislation**” means all legislation and regulatory requirements in force from time to time including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) The Data Protection, Privacy and electronic communication (Amendments etc) (EU Exit) Regulations 2019, (the UK GDPR) and any other directly applicable regulation relating to data protection and privacy within the UK.

“**Default**” means any breach by a Party of its obligations under these Terms.

“**Energy Consumption Data**” means the energy consumption data logged on to the Platform, or as may be notified by the Service User to the Company in writing.

“**Force Majeure Event**” means an occurrence beyond the control and without the fault or negligence of the Party affected and which that Party is unable to prevent or provide against by the exercise of reasonable diligence, including acts of God, fire, flood, earthquake, pandemic, unusually severe weather or elements of nature, war, embargo, riot, civil disorder, rebellion or revolution, and for the avoidance of doubt, shall not include:

- (a) failure by any Company Personnel adequately to test any equipment supplied by a third party or other service component prior to installation, or any direct consequence of any such failure;
- (b) strikes or other industrial action of Company Personnel;
- (c) failure to secure any resources; or
- (d) any change in economic, market or other circumstances as a result of the United Kingdom ceasing to be a member of the European Union (including any change in law resulting from or following such cessation, or the imposition of or change to any taxes, tariffs or duties on any goods or services).

“**Intellectual Property Rights**” means:

- (a) trademarks and service marks (whether registered or unregistered), applications and the right to apply for the same, rights in trade names, business names, brand names, get-up, logos, domain names and URLs;
- (b) patents, utility models, registered designs, applications and the right to apply for the same and rights in inventions;
- (c) copyrights and related rights, design rights, moral rights, publication rights, database rights;
- (d) rights in know-how, recipes, formulations, trade secrets, customer lists and confidential information; and
- (e) all other forms of Intellectual Property Rights which may exist now or in the future anywhere in the world.

“**Input Data**” means any data provided to the Platform by the Service User. Examples of Input Data include but are not limited to site details, meter details, contract information, usage data and invoices.

"Losses" means all losses, liabilities, costs (including legal costs), charges, fines, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction)

"Normal Business Hours" means from 8.00 am to 6.00 pm on a Business Day.

"Party" means a party to these Terms

'Parties' shall be construed accordingly.

"Platform" has the meaning given to it in the Introduction.

"Platform Data" means any data owned or licensed by the Company or any third party that is published or privately held on the Platform for the purpose of delivering the services. Examples of Platform Data include but are not limited to the source code, commodities pricing data, and bespoke risk models.

"Service Users" means people who have been granted a license or sub-license to access the Platform by the Company. Service Users are people who have been provided with a user account, login and password.

"Regulations" means the common law and any law, legislation, instrument, rule, order, regulation, directive, by-law, industry code, decision, binding court order or judgment, which applies to, concerns or otherwise affects any Party's obligations under these Terms as the same may be amended or varied from time to time including the rules and regulations of any Authority, including (for the avoidance of doubt) all Data Protection Legislation.

"Service Failure" means any failure by the Company to meet a Service Level;

"Service User's Data" means data uploaded by the Platform User on to the Platform during the Term.

"Service User Group" means the Service User and its Affiliates and 'member of the Service User Group' shall be construed accordingly.

"Term" means the period during which the Platform User is in possession of a valid Username and Password intended for their use.

"ZTP Risk Data" means the output resulting from the proprietary risk modelling available within the Kiveev portal. This data is accessed by using the "ZTP" option on the Risk Summary page. Results from standard risk models are excluded from this definition.

2. YOUR OBLIGATIONS AS A USER

- 2.1. without affecting the Service User's other obligations set out in these Terms of Use, comply with all Applicable Laws and regulations with respect to its activities under the Terms;
- 2.2. carry all other responsibilities as set out in the Terms in a timely and efficient manner;
- 2.3. ensure that its use of the Platform is in accordance with the Terms;
- 2.4. ensure that its network and systems comply with the relevant specifications as may be provided to it from time to time;
- 2.5. be solely responsible for procuring and maintaining its network connections and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet;
- 2.6. provide access to data that may reasonably be required to provide the Platform functionality, including but not limited to energy consumption data, billing data, contract and site data, providing that data is used by the Company in line with the provisions of these Terms.
- 2.7. To provide the Company with timely information on staff leaving or changing roles where system access will need removing or restricting.
- 2.8. use reasonable endeavours to co-operate with the Company in all other matters relating to the Platform.

3. THE COMPANY'S OBLIGATIONS TO YOU

- 3.1. make the Platform available as may be required, except for:
 - 3.1.1. planned maintenance carried out during the maintenance window of 6:00 pm to 2.00 am UK time; and
 - 3.1.2. unscheduled maintenance performed during Normal Business Hours; the Company will endeavour to provide the Platform User at least 3 Normal Business Hours' notice before the scheduled maintenance.
- 3.2. The Company:
 - 3.2.1. shall be responsible for providing all the facilities, Company Personnel and other resources necessary to provide the Platform; and
 - 3.2.2. undertakes that the Services will be performed with reasonable skill and care to the standard of good industry practices.
 - 3.2.3. The undertaking in clause 3.2.2 shall not apply to the extent of any non-conformance which is caused by use of the Platform contrary to the Company's instructions, or modification or alteration of the Platform by any party other than the Company or its duly authorised contractors or agents.
 - 3.2.4. The Company:
 - 3.2.4.1. does not warrant to the Service User that the use of the Services or Platform will be uninterrupted or error-free, other than in accordance with these Terms;
 - 3.2.4.2. is not responsible for any delays, delivery, or any other loss or damage resulting from the transfer of data over communications networks facilities, including the internet, and the Service User acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
 - 3.2.4.3. warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.
 - 3.2.4.4. the Platform is of satisfactory quality and fit for the Service User's intended purpose.
 - 3.2.5. If the performance of the Company's obligations under these Terms is prevented or delayed by any act or omission whether the Service Users' or its agents, sub-contractors, consultants or employees then, without prejudice to any other right or remedy the Service User may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Service User.
 - 3.2.6. Without affecting the Company's other obligations set out in these Terms, the Company shall comply with all Applicable Laws and Regulations with respect to its activities under the Terms.
 - 3.2.7. the Company shall carry out all other responsibilities as set out in the Terms in a timely and efficient manner.

4. SERVICE LEVELS

- 4.1. If there is a Service Failure the Company shall at its own cost:
 - 4.1.1. notify the Service User of such Service Failure;
 - 4.1.2. investigate the underlying causes of the Service Failure and preserve any data indicating the cause thereof;
 - 4.1.3. take whatever action is necessary to minimise the impact of the Service Failure and/or prevent it from recurring;
 - 4.1.4. advise the Service User of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Failure, and regularly keep the Service User so advised; and
 - 4.1.5. correct the Service Failure and promptly resume performance of the Services in accordance with the relevant Service Level(s) and/or other provisions(s) of these Terms, as applicable

5. PLATFORM ACCESS

The Service User shall:

- 5.1. keep the account details safe; and
- 5.2. not disclose the passwords to the Platform to any unauthorised third party.

6. USE OF THE PLATFORM

- 6.1. The Service User shall not, whether directly or indirectly:
 - 6.1.1. modify, make alterations, additions or amendments to the Platform;
 - 6.1.2. use any spider, robot, site search/retrieval application, or other automated or manual software, device, process or any other means to access, retrieve, harvest, scrape, or index any portion of the Platform, without prior consent not to be unreasonable withheld.
 - 6.1.3. interfere or attempt to interfere with the operation of the Platform;
 - 6.1.4. reverse engineer, decipher, disassemble, decompile or otherwise attempt to derive any source code or any underlying intellectual property, ideas or algorithms embedded in the Platform;
 - 6.1.5. modify, translate, or otherwise create derivative works of any part of the Platform;
 - 6.1.6. undertake any actions which may reasonably damage the Company's goodwill;
 - 6.1.7. attempt to override, interfere with, disable, bypass, circumvent or damage any security feature of the Platform or any other measures the Company may use to prevent or restrict access to the Platform;
 - 6.1.8. attempt to gain unauthorised access to restricted parts of the Platform or any user profiles through hacking, password mining or any other means;
 - 6.1.9. reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of these terms;
 - 6.1.10. access without authority, interfere with, damage or disrupt:
 - 6.1.10.1. any part of the Platform;
 - 6.1.10.2. any equipment or network on which the Platform is stored;
 - 6.1.10.3. any software used in the provision of the Platform; or
 - 6.1.10.4. any equipment or network or software owned or used by any third party.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights in or arising out of or in connection with the Services will be owned by the Company and its licensors. The Company warrants that the Service User's receipt of the Services as contemplated by the Company and in accordance with the Company's instructions does not infringe the Intellectual Property Rights of any third party.
- 7.2. The Service User acknowledges that the Platform Data and the Company Risk Data comprise the Company's Intellectual Property Rights and that of its licensors.
- 7.3. the Company grants a license to the Service User, to use the Intellectual Property Rights in the Platform Data and analyse the Platform Data for the purpose of receiving the Services, for the period in which the Service User holds a valid Username and Password for the platform.
- 7.4. The Service User shall not:
 - 7.4.1. export, copy or reproduce or otherwise distribute the Platform Data, or any part thereof without prior written consent;
 - 7.4.2. reverse-engineer any part of the Platform;
 - 7.4.3. publish, display, distribute, compute or compile any part of Platform Data; or
 - 7.4.4. use the Platform for any other purpose other than set out in clause 7.3 above.
- 7.5. The Service User may not sub-license, assign or otherwise transfer the rights granted in clause 7.3 above.
- 7.6. The Service User shall procure that it complies with the obligations set out in clause 7.3 and 7.4 above.
- 7.7. Except as expressly set out in clause 7.3 and 7.4 above, the Company does not grant the Service User the right to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Intellectual Property Rights.
- 7.8. the Company warrants that it has all the rights in relation to the Services that are necessary to grant all the rights the Company purports to grant under, and in accordance with the Terms.
- 7.9. Nothing in the Terms shall prevent the Service User from engaging with other service providers or consultants for the purposes of using the Input Data in the course of conducting its business.
- 7.10. The Service User hereby grants a licence to the Company to use the Service User's Data for the purposes of fulfilling its obligations under the Terms. Ownership of the Service User's Data shall remain with the Service User at all times.

8. PLATFORM DATA DISCLAIMER

- 8.1. The Service User acknowledges that:
 - 8.1.1. all statistical data, outcomes of the pre-set strategies, calculations and commentary provided to the Service User as part of the Services (the Analytical Data and the ZTP Risk Data) is market-sensitive;

- 8.1.2. the Company relies on the accuracy of Input Data and Platform Data in calculating the Analytical Data and the ZTP Risk Data;
- 8.1.3. the Analytical Data and the Company Risk Data are calculated having regard to the volatile market using mathematical algorithms; and
- 8.1.4. the Platform Data may occasionally contain errors which may affect the accuracy of the Analytical Data and ZTP Risk Data.
- 8.2. The Service User acknowledges and confirms that:
 - 8.2.1. it has sufficient professional experience in the matters relating to the Platform to understand the risks involved with making investment decisions based on the Analytical Data and ZTP Risk Data;
 - 8.2.2. it should take all reasonable steps to verify the Analytical Data and ZTP Risk Data prior to making any investment decisions;
 - 8.2.3. the Analytical Data or ZTP Risk Data may not be sold without the prior written consent of either party.
- 8.3. the Company may use anonymised Input Data and Analytical Data and "ZTP Risk Data" for the purpose of improving the Platform and Services.
- 8.4. the Company accepts no liability whatsoever for any loss the Service User may suffer as a result of any business decisions it takes resulting from its interpretation of the Platform Data, Analytical Data and/or the ZTP Risk Data.

9. DISASTER RECOVERY AND BUSINESS CONTINUITY

- 9.1. the Company creates back-up copies of the Service User's Data.
- 9.2. the Company undertakes to:
 - 9.2.1. follow its archiving procedures for Service User's Data
 - 9.2.2. maintain the security and the integrity of the Service User's Data; and
- 9.3. In the event of any loss or damage to Service User's Data, the Company shall restore the lost or damaged Service User's Data from the latest back-up of such Service User's Data maintained by the Company in accordance with the archiving procedure.
- 9.4. the Company shall not be responsible for any loss, destruction, alteration or disclosure of Service User's Data caused by any third party (except the Approved Sub-Contractors and those third parties sub-contracted by the Company to perform services related to Service User's Data maintenance and back-up for which it shall remain fully liable under clause 9.2).

10. LIMITATION OF LIABILITY

- 10.1. Nothing in these Terms, shall limit or exclude the liability of:
 - 10.1.1. either Party for death or personal injury caused by the negligence of that Party or its officers, employees, agents, contractors or sub-contractors;
 - 10.1.2. either Party for any fraud or fraudulent misrepresentation (including that of its officers, employees, agents, contractors and/or sub-contractors);
 - 10.1.3. the Company for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 10.1.4. either Party in respect of any liability that may not lawfully be limited or excluded;
 - 10.1.5. the Company for any Losses for which the Company provides an indemnity under these Terms;
 - 10.1.6. the Company for any Losses arising out of a deliberate repudiatory breach by it and/or Company Personnel of the provisions of these Terms.
- 10.2. Subject to clauses 10.1 and 10.3, neither Party shall be liable to the other Party (whether in contract, tort including negligence or otherwise) for any indirect or consequential loss or damage suffered by the other party.
- 10.3. The provisions of clause 10.2 shall not limit the right of the Service User and each member of the Service User Group to recover any:
 - 10.3.1. regulatory losses, fines, expenses or any other losses arising directly from a breach by the Company of any Regulations;
 - 10.3.2. additional operational, management and/or administrative costs and expenses incurred by the Service User or a member of the Service User Group arising directly from a Default by the Company;
 - 10.3.3. expenditure or charges wasted and/or incurred by the Service User or a member of the Service User Group as a result of or directly arising from a Default by the Company;
 - 10.3.4. additional costs to provide or procure services the same as or similar to the Services after a Default by the Company.

11. WARRANTIES AND INDEMNITY

- 11.1. The Company warrants and represents that:
 - 11.1.1. it has obtained all approvals and consents required for the provision of the Services; and
 - 11.1.2. the provision of the Services shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 11.2. The Company warrants and represents that the Services comply with all Applicable Laws and Regulations.
- 11.3. The Company hereby indemnifies the Service User in full against all costs, expenses, damages and Losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Service User as a result of or in connection with any claim brought against the Service User or a member of the Service User Group, its agents, sub-contractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, in particular in respect of the Service User's receipt of the Services.

12. CONFIDENTIALITY

- 12.1. Subject to clause 12.3, the Company and the Service User undertake that neither party will at any time during use of the Platform, and for a period of five years after termination of the use of the Platform, disclose to any person, other than any other relevant person necessary for the provision of the Services, any Confidential Information, except as permitted by clause 12.2.
- 12.2. The Company and the Service User each may disclose the other's Confidential Information:

- 12.2.1. to such Affiliates, Staff and/or Approved Sub-Contractors who need to know such information for the purposes of carrying out their obligations under the Terms. Each party shall ensure that such Affiliates, Staff, and/or Approved Sub-Contractors comply with this clause 12;
- 12.2.2. to its Affiliates, Staff and/or Approved Sub-Contractors for the purposes related to the Services; and
- 12.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Each party may only use the other's Confidential Information for the purpose of fulfilling its respective obligations under these Terms.
- 12.4. Each Party shall indemnify, defend and hold harmless the other Party (and in the case of the Service User, each member of the Service User Group) (and their respective successors and assigns) in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from or connected in any way with any breach of this clause 12 by the other Party, or that Party's employees, advisors or sub-contractors, whether or not such Losses were foreseeable at the date of agreeing to these Terms.

13. DATA PROTECTION

- 13.1. The Parties agree that the Company shall act as data controller with respect to any personal data transferred by the Service User (and its employees, sub-contractors and agents) to the Company under the Terms. The Parties shall comply with all applicable laws with respect to their respective obligations under the Terms, including without limitation compliance with the Data Protection Legislation.
- 13.2. For the avoidance of doubt, the Company agrees to be bound to the full Security Obligations Schedule 4 for all matters relating to Data Protection and Information Security.
- 13.3. The Company shall not transfer, and will not authorise the transfer, of any of the Service User's data outside the European Economic area or the UK, save where authorised or instructed by the Service User in writing in advance so to do, such consent may be subject to and given on such terms as the Service User may in its absolute discretion prescribe, unless the Company is required to make such a transfer under the Regulations, in which case it shall provide prior notice to the Service User, unless the Regulations prohibit the giving of notice on important grounds of public interest;
- 13.4. The Company agrees to promptly notify the Service User (and in any event within 24 hours of the Company becoming aware) of the following (whether actual or suspected) (each a "Data Protection Breach"):
 - 13.4.1. any unauthorised or accidental disclosure of the Service User's Data;
 - 13.4.2. any unauthorised loss, damage, destruction, corruption, alteration, or access to any of the Service User's Data;
 - 13.4.3. any unauthorised or unlawful processing of the Service User's Data;
 - 13.4.4. any breach of Data Protection Legislation by the Company;
 - 13.4.5. or any action that causes or could reasonably be deemed to cause any of the above;
- 13.5. In the event of an actual or suspected Data Protection Breach, within 24 hours of the notification, the Company will provide to the Service User all information in its possession concerning the Data Protection Breach (including a root cause analysis of the same) in sufficient detail to enable the Service User to discharge any reporting obligations to an Authority or to decide whether such reporting obligations apply.
- 13.6. The Company shall promptly notify and co-operate with the Service User to enable them to comply with any Data Subject access request received by the Company

14. TERM AND TERMINATION

- 14.1. The obligations under these Terms, unless otherwise terminated earlier as provided in this clause 14 and clause 16, shall commence on the date at which the Service User agrees to the Terms and shall continue for the period in which the Service User holds a valid Username and Password for the Platform.

15. USE OF THE PLATFORM

- 15.1. The Company warrants that it will take reasonable steps to ensure the Platform is free from material defects, viruses, malicious software and errors.
- 15.2. Where the Platform contains links to other sites and resources provided by third parties, these links are provided for the Service User's information only. Such links should not be interpreted as approval by the Company of those linked websites or information the Service User may obtain from them.
- 15.3. The Service User shall use its own virus protection software to secure its computer programmes from any viruses and malicious software and prevent transfer of any bugs onto the Platform.
- 15.4. The Service User:
 - 15.4.1. shall be responsible for configuring its information technology, computer programmes used to access the Platform;
 - 15.4.2. must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform;
 - 15.4.3. must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack;
 - 15.4.4. shall not establish a link with the Company and the Platform in such a way as to suggest any form of association, approval or endorsement on the Company's part where none exists;
 - 15.4.5. shall not establish a link to the Platform in any website that is not owned by the Service User;
 - 15.4.6. shall not use the Platform:
 - 15.4.6.1. in any way that breaches any applicable local, national or international law or regulation;
 - 15.4.6.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
 - 15.4.6.3. to knowingly introduce or transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, ransomware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - 15.4.7. shall not reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of the Terms;

- 15.4.8. shall not access without authority, interfere with, damage or disrupt:
 - 15.4.8.1. any part of the Platform;
 - 15.4.8.2. any equipment or network on which the Platform is stored;
 - 15.4.8.3. any software used in the provision of the Platform; or
 - 15.4.8.4. any equipment or network or software owned or used by any third party.

16. FORCE MAJEURE EVENTS

- 16.1. Either party will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Terms that is caused by a Force Majeure Event.
- 16.2. If a Force Majeure Event takes place that affects the performance of any obligations under these Terms:
 - 16.2.1. the relevant Party will contact the other party as soon as reasonably practical; and
 - 16.2.2. Parties' obligations under the Terms will be suspended and the time for performance of such obligations will be extended for the duration of the Force Majeure Event. The Parties shall agree a new date for performance of the Services after the Force Majeure Event is over.

17. GENERAL

- 17.1. Variation. The Company reserves the right to vary these Terms from time to time.
- 17.2. Waiver. If a Party does not insist that the other Party perform any of its obligations under the Terms, or if a Party does not enforce its rights against the other Party, or if a party delays in doing so, that will not mean that a Party has waived its rights against the other Party or that the other Party does not have to comply with those obligations. If a Party does waive any rights, it will only do so in writing, and that will not mean that the Party will automatically waive any right related to any later default by the other Party.
- 17.3. Severance. Each paragraph of these Terms of Service operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.4. No partnership or agency. Nothing in the Terms is intended to, or shall be deemed to, establish any partnership or constitute any party the agent of another party.
- 17.5. Counterparts. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original and which together shall constitute one instrument
- 17.6. Survivorship. The expiry or termination of these Terms for any reason shall not affect the coming into force or the continuance in force of any provision which is expressed to come into force or continue in force on or after such expiry or termination or which is required to give effect to such expiry or termination. Without prejudice to the preceding sentence, the Parties agree that clauses 7, 10, 12, 17.6 and 17.7 shall survive termination or expiry of these Terms.
- 17.7. Governing law and jurisdiction. These Terms are governed by English law and the parties each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the English courts.