



STANDARD TERMS & CONDITIONS

1. The Agreement

The Agreement incorporates the following documents by reference: (i) the Offer Letter, (ii) Services Schedule, (iii) Price List and (iv) these Standard Terms & Conditions containing the general terms and conditions applicable to all Services. When we use the term “Agreement” in any of these documents, we are referring collectively to all of them. In the event of any conflict in the foregoing documents, the following order of prevalence shall apply: (1) the Standard Terms & Conditions, (2) the Offer Letter, (3) the Services Schedule and (4) the Price List.

2. Defined Terms

2.1 In the Agreement the following terms have the following meanings:

“**Acceptable Use Policy**” or “**AUP**” means the Electric Ink Media Acceptable Use Policy posted at <http://www.electricinkmedia.co.uk/assets/AcceptableUsePolicy.pdf> as of the date you sign the Agreement. The AUP is incorporated into these Standard Terms & Conditions;

“**Additional Services**” means Services from the Price List which are additionally requested by the Customer from Electric Ink Media;

“**Agreement**” means collectively, (i) the Offer Letter, (ii) Services Schedule, (iii) Price List and (iv) these Standard Terms & Conditions containing the general terms and conditions applicable to all Services;

“**Business Day**” means any day other than a Saturday, Sunday or public or bank holiday in England;

“**Business Hours**” means the hours of 09.00 to 17.00 on Business Days only;

“**Company Content**” means the Content provided by Electric Ink Media for inclusion in the Website but excluding Created Content, Customer Content, the Platform and any other software;

“**Confidential Information**” means all business, technical, financial or other information obtained by one party from the other as a result of the performance of this Agreement which is expressly marked as confidential or which is manifestly confidential or which is confirmed in writing or email to be confidential;

“**Content**” means all text, graphics, logos, photographs, images, moving images, sound, video and illustrations featured, displayed or used or to be featured, displayed or used in or in relation to the Services but excluding the Platform and any other software;

“**Created Content**” means such Content as Electric Ink Media has created for the Services after the date of this Agreement or such Content as existed in the Services prior to the date of this Agreement but excluding the Platform and any other software;

“**Customer**” means the purchaser of the Services from Electric Ink Media;

“Customer Content” means the Content provided to Electric Ink Media by the Customer for use in the Services;

“Document” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;

“Electric Ink Media” means Electric Ink Media Limited a company registered in England and Wales with company number 04968280 and with a registered office of 118 Pall Mall, London, SW1Y 5ED.

“Fees” means the fees payable to Electric Ink Media as set out in the Services Schedule and/or Price List and confirmed to the Customer by way of an Offer Letter or Order;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight, which, as at the relevant time, would reasonably and ordinarily be expected, from a skilled and experienced supplier of information technology services seeking in good faith to comply with its contractual obligations;

“Month” means a calendar month;

“Offer Letter” means a letter from Electric Ink Media to the Customer making an initial offer of services;

“Order” means a written statement of Additional Services to be provided to the Customer by Electric Ink Media which may be provided to the Customer from time to time for acceptance by the Customer and which shall be subject to these Standard Terms & Conditions unless otherwise stated in the Order;

“Personal Data” shall have the meaning given in The Data Protection Act 1998;

“Platform” means any software provided by Electric Ink Media for or in relation to the the Services whether such software is created before or after the date of this Agreement as part of Electric Ink Media’s proprietary software programs but excluding the software relating to the Third Party Services;

“Price List” means the Electric Ink Media Price List posted at <https://www.electricinkmedia.co.uk/assets/PriceList.pdf>;

“Service Credits” means the service credits relating to a Service as set out in the Price List which are payable if the Uptime Guarantee in any Month is not met;

“Services” means those services from the Price List which are included in the Offer Letter;

“Services Schedule” means a list of the Services and associated Fees to be provided to the Customer at any point in time;

“Standard Terms & Conditions” means these terms and conditions;

“Third Party Services” means those third party services and/or software products that are supplied and/or sub licensed by Electric Ink Media to the Customer as part of the supply of the Services;

“Uptime Guarantee” means the percentage of uptime that the Shared Hosting or Private Hosting Services must meet each Month.

2.2 References to clauses and schedules are (unless otherwise provided) references to clauses and schedules of this Agreement. In the event of any conflict between the clauses and the schedules, the clauses shall prevail.

2.3 Where the context so admits or requires, words denoting the singular include the plural and vice versa. References to “including” and “include(s)” shall be deemed to mean respectively “including without limitation” and “include(s) without limitation”.

2.4 References to statutory provisions shall be construed as references to those provisions that are replaced, amended or re-enacted from time to time whether before or after the date of this Agreement and shall include any provisions of which they are re-enactments (whether with or without modification) and any sub-ordinate legislation made under such provision.

3. Our Obligations

3.1 Electric Ink Media’s obligation to begin providing the Services is contingent on your acceptance of the Offer Letter.

3.2 Electric Ink Media will provide the Services in accordance with the Services Schedule, the Price List, these Standard Terms & Conditions and any other specifications in this Agreement.

3.3 Electric Ink Media will perform the Services and any additional Additional Services in accordance with Good Industry Practice.

3.4 Electric Ink Media will maintain security practices in accordance with Good Industry Practice.

3.5 Electric Ink Media will perform all Services in accordance with applicable law.

3.6 Subject to Electric Ink Media’s charges (as set out in the then current Price List) being met by you, Electric Ink Media shall during the term of this Agreement and following its termination provide support to you with such information, advice and/or ongoing assistance as you may require in order to ensure that you are able to continue to provide your products and services to your users whether that be via Electric Ink Media or via a new supplier.

4. Your Obligations

4.1 You must use reasonable security precautions with your use of the Services.

4.2 You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy.

4.3 You must cooperate with Electric Ink Media’s reasonable investigation of Service outages, security problems and any suspected breach of the Agreement.

4.4 You are responsible for keeping your account permissions, billing and other account information up to date using your My Account portal or via another Electric Ink Media defined process.

4.5 You must pay when due the Fees for the Services stated in the Services Schedule or other agreement between us.

4.6 If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the Fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly to resolve any disputes.

4.7 Time for payment is of the essence of the Agreement.

5. Promises We Do Not Make

5.1 We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

5.2 We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.

5.3 We do not have knowledge of the data you store within the Services, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that Electric Ink Media has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Schedule and Price List, which may include backup services and geographically redundant servers. In all events, you release Electric Ink Media from liability for loss of data to the extent that the data has changed since the time of the last backup.

5.4 We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

5.5 Certain Electric Ink Media Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

6. Unauthorised Access To Your Data or Use of the Services

6.1 Electric Ink Media is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from Electric Ink Media's failure to meet its security obligations stated in Section 3 (Our Obligations) of these Standard Terms & Conditions or the Services Schedule.

6.2 You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

7. Taxes on Services

7.1 Unless otherwise expressly provided in the Agreement or included in the invoice for the Services, all amounts due to Electric Ink Media under the Agreement are exclusive of any value added, goods, services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "Taxes"). If Electric Ink Media is required by law to collect Taxes on the provision of the Service, Electric Ink Media will invoice you for such

Taxes and you must pay Electric Ink Media the amount of the Taxes that are due or provide Electric Ink Media with satisfactory evidence of your exemption from the Taxes.

7.2 The obligation to pay any Taxes that a Customer may be required to pay in connection with that Customer's use of Services or a Customer's payment of amounts due to Electric Ink Media under the Agreement shall be borne exclusively by the Customer. You must provide Electric Ink Media with accurate factual and adequate information and documentation (as determined by Electric Ink Media), to help Electric Ink Media determine if any Taxes are due with respect to the provision of the Services.

7.2 All payments to Electric Ink Media shall be made without any withholding or deduction for any Taxes, except for any withholding (or similar) taxes imposed on income that may be attributed to Electric Ink Media in connection with its provision of the Services that you are legally required to withhold from such payment and remit to the applicable governmental or taxing authority (such taxes, "Local Withholding Taxes").

7.3 You agree to provide Electric Ink Media in a timely manner with adequate and accurate factual information and documentation (as determined by Electric Ink Media), including tax receipts, of your payment of any such Local Withholding Taxes. Electric Ink Media shall remit such cost to you in the form of a credit on your outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes as set forth above.

8. Export Matters and Other Restrictions

8.1 You represent and warrant and undertake that you will not possess, use or resell the Services to or by any other person.

8.2 You represent and warrant and undertake that you will not import or export (and shall not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by Electric Ink Media to you under this Agreement in any manner which would cause Electric Ink Media or its affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under UK law).

8.3 Without limitation, you represent and warrant and undertake that you will not provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom export laws, rules or regulations.

9. Terms and Fees

9.1 The Services Schedule sets out the applicable term and renewal information as well as fee and pricing information.

10. Suspension of Services

10.1 We may suspend Services without liability if:

10.1.1 we reasonably believe that the Services are being used in breach of the Agreement;

10.1.2 you don't cooperate with our reasonable investigation of any suspected violation of the Agreement;

10.1.3 there is an attack on your Services or your Services are accessed or manipulated by a third party without your consent;

10.1.4 we are required by law or a regulatory or government body to suspend your Services; or

10.1.5 there is another event for which we reasonably believe that the suspension of Services is necessary to protect the Electric Ink Media network or our other customers.

10.1.6 we may suspend the Services without liability to Electric Ink Media if you fail to pay any sum due to Electric Ink Media in accordance with the Services Schedule and/or Order and for the avoidance of doubt, the remedy period referred to at clause 11.2.3 shall not apply;

10.2 We will give you advance notice of a suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Electric Ink Media or its other customers from imminent and significant operational, legal, or security risk. If your Services are compromised, then you must address the vulnerability prior to Electric Ink Media placing the Services back in service or, at your request, we may be able to perform this work for you as an Additional Service.

11. Termination for Breach

11.1 You may terminate the Agreement for breach if we:

11.1.1. materially fail to provide the Services as agreed and do not remedy that failure within ten (10) Business Days of your written notice describing the failure;

11.1.2. materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within fourteen (14) Business Days of your written notice describing the failure.

11.2 We may terminate the Agreement for breach if:

11.2.1. we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;

11.2.2. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the Customer;

11.2.3. your payment of any invoiced amount is overdue and you do not pay the overdue amount within fourteen (14) Business Days of our written notice to do so;

11.2.4 you have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;

11.2.5. you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within fourteen (14) Business Days of our written notice to you describing the failure;

11.2.6. you contravene Section 8 (Export Matters) of these Standard Terms & Conditions;

11.2.7. you breach the Export Control section of the AUP;

11.2.8. with the exception of the Export Control section of the AUP for which clause 11.2.7 applies, you breach any provision of the AUP more than once even if you remedy each breach; or

11.2.9. your agreement for any other Electric Ink Media Services is terminated for breach of the acceptable use policy applicable to that service (where such a policy exists).

11.3 Either of us may terminate the Agreement with immediate effect on written notice if the other (or we reasonably believe that the other): (i) is unable to pay its debts; or (ii) enters into compulsory or voluntary liquidation; or (iii) compounds with or contravenes a meeting of its creditors; or (iv) has a receiver or manager or an administrator appointed (or an application is made to the court for the same); or (v) ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts (“Insolvency Event”).

11.4 Notwithstanding anything to the contrary within the Agreement, the fees for the Services shall become due immediately upon the occurrence of an Insolvency Event.

12. Confidential Information

12.1 Each party (the “Receiving Party”) shall keep confidential at all times all Confidential Information provided to it by the other party (the “Disclosing Party”) (including for the avoidance of doubt Confidential Information relating to the other party’s access to the Services). The Receiving Party shall not divulge such Confidential Information to any person (except to the Receiving Party’s employees, agents or sub-contractors who need to know the same) without the Disclosing Party’s prior written consent, save where the Receiving Party was lawfully in possession of such information before its provision by the Disclosing Party, or where the information is in the public domain or enters the public domain through no fault of the Receiving Party, or where disclosure is necessary to comply with a binding order by a regulatory authority in any jurisdiction. Each party undertakes during the Project and the Support Term and for a period of five years thereafter to maintain confidentiality of all login names and passwords. Each party shall ensure that its employees, agents or sub-contractors are aware of and comply with the provisions of this clause.

13. Limitation of Liability

13.1 Subject to clauses 13.2 and 13.3, but without prejudice to Electric Ink Media’s right to the Fees for the Services, including any early termination Fee (if applicable) and your right to Service Credits:

13.1.1 each party’s liability to the other for any and all costs, claims, damages, losses or expenses whether in tort (including, without limitation, negligence), contract, breach of statutory duty or otherwise, is limited to and shall not exceed the greater of £250,000 or an amount that is equivalent to the total Fees paid for the Services and the Additional Services under this Agreement in the Year in which the event giving rise to the claim occurs.

13.2 Neither party will be liable to the other in any way for:

13.2.1 loss of profits (both direct loss of profits and indirect loss of profits);

13.2.2 any special, incidental, economic, or indirect loss or damages, including without limitation:

13.2.2.1 loss of data

13.2.2.2 revenues

13.2.2.3 customers or contracts

13.2.2.4 wasted management time

13.2.2.5 loss of anticipated savings

13.2.2.6 increased costs

13.2.2.7 expenses;

whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.

13.3 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from:

13.3.1 death or personal injury caused by its negligence; and

13.3.2 any fraud or fraudulent misrepresentation.

13.4 The Service Credits stated in the Price List are your **exclusive** remedy for Electric Ink Media's failure to meet those guarantees for which Service Credits apply.

13.5 Electric Ink Media agrees to have valid insurance cover in place for its own legal liability to you under this Agreement. As the fees for the Services properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

13.6 Service Credits are not payable where the Uptime Guarantee was not met due to act or default of the Customer or a breach of the AUP.

14. Indemnification

14.1 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of Section 8 (Export Matters) or Section 16 (Platform) of these Standard Terms & Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your

account with Electric Ink Media, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

14.2 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

15. Publicity

15.1 You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

16. Platform

16.1 As between Electric Ink Media and the Customer all Intellectual Property Rights in the Customers data and website content including without limitation any Customer Content and Created Content shall remain with the Customer (or its licensor, as appropriate). Access to the data and website content including without limitation any Customer Content and Created Content is conditional on all payments due to Electric Ink Media for the Services having been made in full.

16.2 As between Electric Ink Media and the Customer all Intellectual Property Rights in the Platform, Services and Company Content shall remain vested in Electric Ink Media.

16.3 All rights in Third Party Services shall remain vested in the licensors thereof and the Customer agrees to comply with the licence terms relating to such software and/or services, where notified to the Customer in writing or email.

16.4 Upon termination or expiry of this Agreement Electric Ink Media will make available on an SFTP server a copy of the data, website content and any media uploaded to the Services but not the Platform for download by the Customer. This copy shall be maintained on the SFTP server for 14 Business Days after which time such content will be removed.

16.5 All rights in the Platform, Services, Documents, database designs, written specifications, design specifications and original artwork shall remain vested in Electric Ink Media.

16.6 The Platform and all parts thereof and Intellectual Property Rights of whatever nature therein are and shall remain the property of Electric Ink Media except for Third-Party Services whose Intellectual Property Rights are and shall remain the property of the licensor's of such Third Party Services.

17. Recommendations

17.1 Electric Ink Media personnel may from time to time refer to third party software or other products and services for your consideration. **ELECTRIC INK MEDIA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND**

SERVICES. Your use of any products and services not provided by Electric Ink Media is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. Electric Ink Media is not responsible in any way for the third party product's performance, features nor failures.

18. Who May Use The Services

18.1 You may permit your subsidiaries and affiliated companies to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. Electric Ink Media will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

19. Data Protection

19.1 The Customer warrants that it shall process any Personal Data disclosed to it or in connection with this Agreement in accordance with the provisions of the Data Protection Act 1998 ("DPA").

19.2 If Electric Ink Media is a data processor as defined by the DPA in relation to the Services it agrees that it will only process Personal Data to which it has access as a result of the Services as is necessary to carry out the Services and shall do so at all times in accordance with the provisions of the DPA.

19.3 The Customer hereby notifies Electric Ink Media that the Customer's data contains Personal Data ("the Customer's Personal Data") and warrants to Electric Ink Media that the Customer has notified under the DPA in respect of the Customer's Personal Data.

19.4 The Customer warrants and undertakes to Electric Ink Media that:

19.4.1 the services to be provided by Electric Ink Media under this Agreement will be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified under the DPA in respect of the Customer's Personal Data ("the Notified Purposes"); and

19.4.2 the Customer's Personal Data has been (and will continue to be) obtained, used and processed lawfully and in accordance with the Notified Purposes.

20. Notices

20.1 Your routine communications to Electric Ink Media regarding the Services, including any notice of non-renewal, should be sent to info@electricinkmedia.co.uk. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail to legalnotices@electricinkmedia.co.uk or first class post to:

The Company Secretary
Electric Ink Media Limited

118 Pall Mall

London

SW1Y 5ED

20.2 Electric Ink Media's routine communications regarding the Services and legal notices will be posted on the My Account portal or sent to the individual(s) you designate as your contact(s) on your account either by electronic mail (including an electronic mail referring you to a ticket posted on your My Account portal), first class post, or overnight courier.

20.3 Notices are deemed received as of the time posted or delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

21. Force Majeure

21.1 For the avoidance of doubt, neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure was due to any cause reasonably beyond that party's control, or due to any third party (including but not limited to Third Party Providers, Internet service providers, telecoms providers, domain name administrators and third party software suppliers), due to any instructions given by the other party or any delay caused by the other party.

22. Governing Law

22.1 The parties hereby agree that this Agreement shall be construed in accordance with English law, and hereby submit to the exclusive jurisdiction of the English courts except with regards to enforcement in which case the jurisdiction of the English courts shall be non-exclusive.

23. Waiver of Remedies

23.1 No waiver by either party of any breach of this Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

23.2 No failure or delay in exercising any right or remedy provided by this Agreement or by law shall impair or be construed as a waiver of that right or remedy.

23.3 The rights and remedies provided by this Agreement are cumulative and are not exclusive of any right or remedies provided by law.

24. Complaints

24.1 Both parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of the Agreement.

24.2 If a dispute arises between the parties in relation to any matter which cannot be resolved by local operational management within 5 Business Days either party may refer the matter for determination in accordance with the procedure set out in this clause 24.

24.3 A dispute referred for determination under clause 24.2 shall be resolved by referral to a Director (or equivalent) of each respective party.

24.4 If any dispute is not resolved within 5 Business Days of its referral pursuant to clause 24.3 then either party may refer it for determination in accordance with clause 24.5 below (if applicable).

24.5 Subject to clause 24.6, if there is any dispute between the parties which is not resolved pursuant to the procedure referred to above either party may refer such dispute for determination by an independent person agreed between the parties or in the absence of such agreement within 5 Business Days by a person appointed for this purpose by the President for the time being of the Law Society of England and Wales on the application of either party. Such person shall act as an expert and not as an arbitrator and make such determination within 20 Business Days of his appointment (or such longer period as the parties shall agree) and his determination shall be final and binding on the parties. The fees of such expert shall be paid as he may direct or in the absence of any direction such fees shall be paid equally by the parties.

24.6 Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex-parte basis or otherwise commencing legal proceedings as a result of the terms of this clause 24.

25. General

25.1 Neither party shall be entitled to withhold any payments claimed or due to the other Party (other than as required by law), or exercise any legal or equitable right of set-off in relation to such payments, under this agreement or any other agreement between the Parties.

25.2 Neither this Agreement nor the benefit of the Services may be assigned or transferred by either party whether voluntarily or involuntarily or by operation of law, in whole or in part, to any third party without the prior written consent of the other party to this Agreement, such consent shall not be unreasonably withheld.

25.3 If any provision of this Agreement is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part, that invalid or unenforceable provision will be severed from the remaining provisions of this Agreement, which will remain in full force and effect.

25.4 A party who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

25.5 The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

25.6 Any variation of this Agreement shall only be binding if agreed to by the parties in writing.

25.7 The following terms shall survive expiration or termination of the Agreement: Sections 7, 12, 13, 14, 16, 17, 21, 22, 23 and this clause 24 of these Standard Terms & Conditions, all terms of the Agreement requiring you to pay any Fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

English Terms

18 November 2017

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