

JPIMEDIA DIGITAL MARKETING SERVICES

PLEASE READ THE FOLLOWING CAREFULLY AS THESE CONDITIONS WILL FORM THE BASIS OF THE CONTRACT FOR THE PROVISION OF OUR DIGITAL MARKETING SERVICES TO YOU

1. DEFINITIONS

1.1. In these Terms and Conditions:

"Charges" means our charges for performing the Services as set out in the Services Order Form or Product Description;

"Confidential Information" means any information of a confidential nature disclosed by one party to the other in connection with the disclosing party's business;

"Confirmation of Order" means a document, web page, electronic communication, or other communication that we issue to you to confirm acceptance of a Services Order Form;

"Content" means all content, including, any and all of the text, graphics, images, logos, photographs, layout, design, shading, colouration, animation, characterisation, audio, video and audio-visual material constituting or intended to be used as part of the Services;

"Contract" is as defined in clause 2.1;

"Created Material" means any material or item created or provided by us for you as part of the provision of Services, including copy, content and designs for a web site or social media platform;

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

"Effective Date" means the date on which the Services are first provided by us to you unless otherwise specified in the applicable Product Description;

"Infringing Content" means any content and/or data which (i) may infringe, contravene or otherwise impair the rights of any third party;

(ii) is obscene, threatening, libellous, defamatory, tortious or otherwise harmful to third parties, including content or material harmful to children or which violates third party privacy or proprietary rights;

(iii) is likely to expose us to claims or liability, lead us into prosecution, criticism, or disrepute or cause us embarrassment;

(iv) does not comply with applicable law / advertising guidelines and policies; and/or

(v) the display of which does or would, in our opinion, be likely to mislead, offend, or disadvantage a User or otherwise misrepresents the nature of the goods or service being advertised or the place or places from which you conduct business;

"IPRs" means (a) all copyrights, patents, rights in trade marks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, renewal, extension, division or reissue, for any of these rights; (c) and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Online Account" means a facility we may provide to you so you can manage your Services and view your account information and important documents via an online dashboard or other facility;

"Our Group" means us, each of our subsidiaries, our holding company and any subsidiaries of such holding

company as defined in section 1159 of the Companies Act 2006;

"Product Description" means the description, product rules and terms and conditions applicable to a particular product or service that we provide or make available to you (capitalised words in any Product Description that are not set out specifically in the relevant Product Description shall have the meaning set out in these Terms and Conditions);

"Proprietary Material" means any of your (or a third party's) copyrighted material, brand names, trade or service marks, devices or logos;

"Services" means the services we agree to perform for you as set out in the Services Order Form, and any other services we may agree to provide to you;

"Services Order Form" means a document, webpage or electronic communication which you complete (or we complete on your behalf) and which you then submit to us, under which you offer to purchase one or more Services from us;

"Service Month" relates to Services made available to you on a monthly rolling basis and means the period of one (1) month, starting on the start date of your Services, and each subsequent month after that;

"Supplier" means a third party supplier with which we may contract in relation to the provision of any Services;

"Terms and Conditions" means these terms and conditions as amended in accordance with the provisions of these terms and conditions;

"Third Party Data" means data we obtain for use under licence from third party organisations and which may be used to assist in the provision of Services and which may be displayed to Users in association with other material relating to you including cartographic data used to display location maps, 3D city models and street cam images;

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"us" means **JPIMedia Publishing Limited**, a company registered in England and Wales, with registered number 11499982, having its registered address at 2 Cavendish Square, London, W1G 0PU and **"we"** and **"our"** has a corresponding meaning;

"User" means a person who sees or uses the output of any Services we provide to you; and

"you" means the company or other organisation (named on the Services Order Form as the customer) who offers to purchase one or more Services or a company or other organisation who or which enters into a Contract with us for the provision of Services; and **"your"** shall have a corresponding meaning.

2. THE CONTRACT, COMMENCEMENT AND DURATION

2.1. When you order Services from us, you enter into a Contract with us. The Contract is made up of:

- 2.1.1. the applicable Product Description;
- 2.1.2. Confirmation Order;
- 2.1.3. these Terms and Conditions; and
- 2.1.4. your Services Order Form, together (the **"Contract"**).

2.2. In the case of conflict between any of these documents, priority shall be given in the order in which they appear above. The Contract applies to the exclusion of all other written or verbal representations. Except as expressly provided in these Terms and Conditions, none of our employees or agents have authority to agree any change

to these Terms and Conditions, or make representations other than those contained within policies or materials authorised by us.

2.3. The Contract shall be deemed to have been formed as soon as we agree to provide you with the Services in accordance with the Confirmation of Order.

2.4. Unless it is terminated earlier in accordance with these Terms and Conditions, Services will continue:

2.4.1. for the minimum term outlined in the Services Order Form or Product Description or as otherwise notified by us to you following which the relevant Services will thereafter continue on a monthly rolling basis; or

2.4.2. if no minimum term is outlined, the relevant Services shall continue on a monthly rolling basis, until the Services are terminated in accordance with clause 13.

3. OUR RESPONSIBILITIES

Subject to these Terms and Conditions, we shall provide or arrange the provision of the Services using the reasonable skill and care of a competent provider of services of the types of Services ordered.

4. YOUR RESPONSIBILITIES

4.1. Subject to these Terms and Conditions, you shall:

4.1.1. pay our Charges for each Service you have ordered in accordance with Clause 7;

4.1.2. provide to us any Content and relevant information that we require from you (we may ask you to upload it via your Online Account);

4.1.3. where the nature of a Service requires your periodic attention, including file clearing and maintenance of your own computer hardware or systems to receive or maintain that Service, perform and take such appropriate steps;

4.1.4. even where we create the final content for you, ensure that all Content provided to us by you is legal, decent, honest and truthful, and complies with: (i) UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code); (ii) any and all guidance, codes or other regulations made available by any competent authority having jurisdiction over or responsibility for the regulation of advertising; and (iii) is in conformity to the values of our brand;

4.1.5. even where we create the final content for you, ensure that all Content provided to us complies in all respects with all applicable law;

4.1.6. supply all Content in a suitable format as specified on our website;

4.1.7. ensure that all electronic files have been produced using properly licensed software and are free from any software designed to infiltrate or damage a computer system, without the owner's informed consent, including but not limited to "trojans", "worms", "logic bombs" and "cancelbots" as the same may be generally understood within the computing industry from time to time;

4.1.8. ensure that where you provide, or give permission to display images as part of the Content, that you are the legal owner or licensee of such images;

4.1.9. ensure that no Content or conduct of you, your agents or employees shall amount to unlawful discrimination whether in respect of sex, race, age, disability sexual orientation or religion and belief or otherwise;

4.1.10. even where we create the final content for you, ensure that all Content and Proprietary Material do not contain any Infringing Content; and

4.1.11. where you have provided us with a brief or instruction for the development of Created Material as part of a Service, ensure that the Services

incorporating the Created Material do not contain any Infringing Content.

4.2. Under no circumstances shall we have any responsibility for ensuring the compliance of your general marketing activities with applicable law and, you are solely responsible for all your advertised services and products. You shall indemnify us without limit for against any and all claims made against us and any liability and costs we may incur in relation to your general marketing activities.

4.3. We will not be in breach of the Contract where we are unable to provide the Services because you have failed to provide us with information or assistance that we require in order to complete the Services.

5. CALL TRACKING NUMBER (CTN) SERVICE

5.1. If you have ordered a Service or have taken a contract on which we offer or require a Call Tracking Number, we may make available to you a telephone number ("**CTN Number**") for the duration of such Service using our reasonable endeavours from the Effective Date.

5.2. Each CTN Number must be used exclusively in relation to the Service mentioned in the Services Order Form. Persons calling the CTN Number will be connected to you via your existing fixed line telephone number as nominated by you during the fulfilment process.

5.3. For the purposes of this Clause "**Call Tracking Number Service**" means the service provided to you to monitor the effectiveness of the relevant Services, such service may be enhanced or modified from time to time in our reasonable discretion.

5.4. Calls utilising the CTN Service may be monitored and / or recorded for training quality and verification purposes.

6. SERVICES AND AMENDMENTS

6.1. The nature of any Services depends on the Services you have ordered. Details of the Services which will be provided are set out in the Service Order.

6.2. Any amendments to the Services require our prior written agreement.

6.3. We reserve the right to delete any material from the Services where we have reasonable grounds to believe does not comply with these Terms and Conditions. In these circumstances, deletion shall not be deemed to be a breach of our obligations under the Contract.

6.4. You acknowledge that: (i) we cannot guarantee any specific positioning for Services or any leads from or responses to such Services; (ii) our past performance is not indicative of any future results you may experience; and (iii) the same target audience may be offered to more than one advertiser.

6.5. We may, where relevant, investigate your online activities, and account for click-fraud or other such invalid click activity. You undertake to provide us with reasonable assistance in all such matters.

6.6. You grant us and any Suppliers permission to utilise an automated software programme to retrieve and analyse websites associated with the Service to enable the evaluation of Services quality and serving purposes.

6.7. We work with Suppliers to publish and make Services available as part of the relevant Services ordered by you. In this respect you acknowledge that:

6.7.1. we may not be able to provide you in certain circumstances where you do not meet the relevant criteria of a relevant Supplier;

6.7.2. the positioning of Services may be at the sole discretion of the Supplier and we may have to

make modifications to Services where such modifications are required by the Supplier in order to fulfil the relevant Service;

- 6.7.3. we may modify the size and/or format of Services (i) to the extent reasonably required to comply with the technical specifications and/or policies related to any Supplier (including without limitation modifying image Services in the manner set out in this Contract); and/or (ii) where you have authorised us to optimise campaign performance generally;
- 6.7.4. submission of the Services to Suppliers can take time for inclusion;
- 6.7.5. a Supplier's service may cease or change from time to time; and
- 6.7.6. you shall be required to comply with any Suppliers' terms and conditions that you are made aware of.
- 7. PAYMENT**
- 7.1. Payment for Services will be as per the Services Order Form or Product Description. All valid invoices must be paid by you within fifteen (15) days from the date of the relevant invoice.
- 7.2. We shall send you a monthly statement by e-mail. You are responsible for accessing your Online Account and checking your statements.
- 7.3. Charges are in Pound Sterling (£) exclusive of VAT which, if payable, will be added to your invoice and which you must pay in addition.
- 7.4. Payment shall mean the receipt by us at our principal place of business (or elsewhere as we may direct) of a single or recurring credit/debit card payment or by way of a Direct Debit from your bank account to our bank account.
- 7.5. If you fail to make payment on time we shall be entitled to charge interest and claim compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6. If a reduction is shown in respect of a promotional offer on a Services Order Form and you continue to meet all the terms of eligibility relating to that promotional offer then the Charges shall be reduced by the amount shown but not otherwise. Terms of eligibility of promotional offers will be made available on request.
- 7.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. LIMITATION OF LIABILITY

- 8.1. You acknowledge and agree that computer and telecommunications systems are not uninterrupted or fault free and we do not make any representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of Services. We will take all commercially reasonable steps to minimise any such periods of interruption or non-availability.
- 8.2. You acknowledge and agree that we make no warranty and give no representation of any kind in relation to Third Party Data and we accept no responsibility or liability for inaccuracy in or arising out of Third Party Data.
- 8.3. Nothing in the Contract shall limit or exclude liability in respect of death or personal injury caused by negligence or fraudulent misrepresentation or for any other liability that cannot be excluded or limited in accordance with applicable law.

8.4. We shall not be liable for any of the following losses or damage (whether arising in contract, tort (including negligence) strict liability, or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise):

- 8.4.1. loss of revenue;
- 8.4.2. loss of actual or anticipated profits (including for loss of profits on contracts);
- 8.4.3. loss of anticipated savings;
- 8.4.4. loss of business;
- 8.4.5. loss of opportunity;
- 8.4.6. loss of goodwill;
- 8.4.7. loss of reputation;
- 8.4.8. loss of, damage to or corruption of data or software;
- 8.4.9. wasted expenditure; or
- 8.4.10. any indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in Clauses 8.4.1 to 8.4.9).

8.5. Our entire liability under the Contract shall not exceed the total Charges paid by you for the Service that is the subject of the claim.

8.6. All conditions and warranties stated in the Contract shall replace all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Services which but for this Clause 8.6 have effect between us and you or would otherwise be implied into or incorporated into the Contract, whether by statute, common law or otherwise, all of which shall be excluded to the maximum extent permitted by law (including, without limitation, the implied conditions, or warranties).

8.7. If we make an error in, or omission of or from Content we provide to you (provided that such error or omission does not arise as a result of a failure by you to comply with your obligations under the Contract), we will correct this as soon as reasonably practicable upon receipt of written notification and without charge to you. Alternatively, at our discretion, we may reduce the Charges for such Service as we consider is fair and reasonable having regard to the nature of the error or omission or extend the duration of the Contract without charge to you. Save as provided above, this represents the full extent of our liability to you in respect of errors in or omissions from the Services.

8.8. We may as part of the Services make you aware of third parties which can provide you with further assistance in relation to your general marketing activities (e.g. legal advisors who may be able to draft Privacy Policies for you). This is being provided for information purposes only and we provide no guarantees or warranties in terms of the quality of such third party services. You are responsible for carrying out your own due diligence in respect of such third parties prior to any appointment. Your relationship with any third party will be subject to the third party's relevant terms and conditions and shall in no way form part of the Services.

8.9. We may as part of the Services use third party software or "plug ins", these will be subject to the relevant third party's software licence / contract and we do not have any responsibility to you in relation to these.

9. INDEMNITY

9.1. You will at all times and on demand fully indemnify us and keep us fully indemnified from and against any losses, and/or liabilities in relation to any proceedings,

claims, demands, damages, fines, costs, expenses and charges, which are incurred or suffered by us or our employees or agents arising out of your conduct, including, but not limited to, any breach of the Contract and claims threatened or made against us arising as a result of your non-compliance with any of your representations, warranties or obligations set out in the Contract.

10. CHANGES TO THE SERVICES

- 10.1. We are committed to the constant improvement of our products and services. Notwithstanding our right to suspend or terminate the Services in accordance with Clauses 11 and 13, we may modify any of the Services from time to time without prior notice provided that in so doing we are not diminishing the value and utility of the Services to any material degree. If we consider, acting reasonably, that such modification is likely to have a serious detrimental effect on the Services, we will notify you of such modification and you shall have the option to:
- 10.1.1. agree to the modification and continue to receive the Services; or
- 10.1.2. terminate the Services and you will be entitled to a refund of that part of any Charges you have already paid to us and which relates to a period after the date that the Services have terminated.
- 10.2. We may from time to time amend these Terms and Conditions. The updated version of the Terms and Conditions will be made available on our website together with their effective date. You agree to visit our website regularly to find out about any changes. If you do not agree with any material legal change to these Terms and Conditions you may notify us in writing within fourteen (14) days of the date of the notice being posted on our website to terminate the Contract, and you will be entitled to a refund of that part of any Charges you have already paid to us and which relates to a period after the date that the Services have terminated

11. SUSPENSION OF THE SERVICES

- 11.1. Without prejudice to any other rights we may have, we may suspend the Services in whole or part, and without notice, in circumstances where:
- 11.1.1. we (in our sole discretion) consider any Content provided by you or other material (including a weblink or your linked website) is Infringing Content; or
- 11.1.2. you fail to pay our Charges in accordance with Clause 7; or
- 11.1.3. you breach your obligations under the Contract.
- 11.2. Any period during which we may suspend the Services will continue until the circumstances giving rise to our right to suspend the Services ceases to subsist or until the Contract is terminated in accordance with Clause 13.
- 11.3. In the event we take action under this Clause, you will continue to be obliged to pay any Charges owing or that arise during the period when the Service is suspended.

12. GENERAL WARRANTY AND GRANT OF RIGHTS

- 12.1. Without prejudice to your other rights and obligations, you represent, warrant and undertake throughout the term of the Contract that:
- 12.1.1. you have and will continue to have the authority to enter into the Contract and to perform your obligations in accordance with it;

12.1.2. you are acting and shall act in a business capacity on behalf of your business and not as an individual or as a consumer; and

12.1.3. the Contract is entered into and shall be operated solely for legitimate business activities.

- 12.2. You grant to Our Group, its agents and service providers, for the duration of your Services, a worldwide, irrevocable, royalty free, fully paid up, transferable, non-exclusive licence (and right to sublicense) to copy, reproduce, use, communicate to the public, publish, distribute, transmit, stream, download, adapt, modify and reformat IPRs in any Content and Proprietary Material for the purposes of:
- 12.2.1. providing the Services to you;
- 12.2.2. displaying Services (whether in whole or in part) by any means, and across any media; and
- 12.2.3. marketing, research and promotional activities.

12.3. We may:

12.3.1. disclose to such persons as we reasonably consider to be the owner of IPRs in Content and/or Proprietary Material, your intention to use such IPRs and you give your irrevocable consent to such disclosure; and

12.3.2. ask you to provide us with suitable documentary evidence that will reasonably satisfy us of your entitlement to make use of IPRs, and to permit us to make use of IPRs on your behalf, and you agree to provide such evidence upon request.

12.4. Nothing in these Terms and Conditions provides for any transfer or assignment of ownership of any IPRs.

12.5. Unless otherwise specified in the applicable Product Description, all IPRs in Created Material, shall be owned by us ("**Created Material IPR**"). Included in the price of the Charges is a right for you to use the Created Material IPR for the purposes of receiving the Services for the duration of the Services. **This licence shall terminate upon the expiry or termination of the Services.**

13. TERMINATION

- 13.1. You may cancel the Services by giving notice to us within 14 working days of receipt by you of the Confirmation of Order or commencement of the Services (whichever is earlier). In the event of such cancellation you will be entitled to a full refund of any Charges you have already paid to us, under deduction on a pro-rata basis of the cost of any services provided during such period, if we elect so to make such a deduction.
- 13.2. Without prejudice to Clauses 10 and 11, we may terminate any or all of the Service or part thereof, at any time by providing you not less than fourteen (14) days' notice of such termination. In the event of such termination, you will be entitled to a refund of that part of any Charges you have already paid to us and which relates to a period after the date that the Services or part thereof have terminated.
- 13.3. We may terminate all or part of the Services with immediate effect by giving written notice to you if:
- 13.3.1. you commit a material breach of any provision of the Contract, or a series of breaches of the Contract which when taken together amount to a material breach of the Contract, provided that in the case of a breach which is capable of remedy you fail to remedy the breach within fourteen (14) days of receiving a written request to do so;

- 13.3.2. you cease or threaten to cease to carry on the whole or any part of your business or are unable to pay your debts as they fall due;
- 13.3.3. if you are a limited company, you convene a meeting of your creditors or a resolution is passed or proposed for your voluntary winding up or a petition for your compulsory winding up is presented or proposed; if you are a firm or a partnership, you, or any one of you, convene a meeting of your creditors or a resolution is passed or proposed for an individual voluntary arrangement for you or any one of you, or a petition for your, or any one of your, bankruptcy is presented or proposed;
- 13.3.4. an administrator, receiver, manager or supervisor of a composition or scheme is appointed or applied for by you or any one of you;
- 13.3.5. you undergo a change in control (other than as a result of reorganisation, amalgamation or reconstruction without insolvency);
- 13.3.6. we suffer from any event or circumstance which is beyond our reasonable control or which we could not reasonably be expected to have taken into account at the date of the Contract, and which results in or causes our failure to perform any or all of our obligations under the Contract.
- 13.4. Where Services are made available to you on a try-before-you-buy basis, you are entitled to terminate those specific Services upon giving notice to us on or before the opt out date applicable to those Services. The opt out date will be stated on your Services Order Form. If we do not receive your notice of termination on or before the opt out date then no further cancellation option is available to you for those Services.
- 13.5. Where Services are provided on a monthly rolling basis, you are entitled to cancel Services at any time upon giving notice to us. You must give us notice by contacting your local representative by phone or email quoting your customer number. Provided that you give us notice at least thirty (30) days prior to the end of a Service Month, we will cancel your Services at the end of that notice period. If you give less than thirty (30) days' notice, we will cancel your Services at the end of the next Service Month.
- 13.6. Where Services are provided for a minimum term, you shall only be entitled to terminate the Services following the expiry of the minimum term when the Services are being provided on a monthly rolling basis, in accordance with the termination provisions of clause 13.5.

14. EFFECT OF TERMINATION

- 14.1. Upon expiration or termination of this Contract for any reason: (i) the Services Order Form sets out any specific Service-related consequences that will apply; and (ii) Clauses 1, 4, 7, 8, 9, 12, 14, 16, 17, and 20 and any other provisions which expressly or by implication have effect after termination shall continue in full force and effect notwithstanding termination of the Contract.
- 14.2. Expiry or termination of this Contract, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall you be relieved of your obligation to pay all fees which have accrued or are otherwise owed under this Contract.

15. ETHICAL STANDARDS

- 15.1. You and your officers, employees, agents and service providers shall: (a) at all times comply with all anti-corruption laws applicable to you, including, without limitation the Bribery Act 2010; and (b) not, directly or indirectly offer, promise or give (or agree to offer, promise or give) any financial or other advantage with

respect to any matters which are the subject of the Contract and/or to obtain any benefit for us which would violate any anti-corruption laws applicable to you or us.

- 15.2. If you become aware of any breach or suspected breach of this Clause 15, you must notify us promptly. We may immediately suspend operation of the Contract on written notice, pending investigation. You must assist us in any such investigation.
- 15.3. If, in our reasonable opinion, you have breached this Clause 15 we may immediately terminate the Contract by giving you written notice.

16. GENERAL

- 16.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 16.2. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 16.3. You shall not assign or otherwise dispose of all or any of your rights or obligations under the Contract without obtaining our prior written consent. We may assign any of our rights or obligations under the Contract upon written notification to you.
- 16.4. Failure of either party to assert its rights in relation to any breach of the Contract shall not constitute a waiver of such rights, nor will any such waiver be implied.
- 16.5. Each provision of these Terms and Conditions shall be construed separately and shall be severable from these Terms and Conditions. If any provision of these Terms and Conditions (or portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Terms and Conditions will not be affected or impaired.
- 16.6. Any communication to be given in connection with the matters contemplated by the Contract shall, except where expressly provided otherwise, be in writing sent for the attention of the person, and to the address, or email address, specified on the Services Order Form (or such other address, email address, or person as the relevant party may notify to the other party) and shall either be delivered by hand, sent by first class pre-paid recorded post or by email. Delivery by courier shall be regarded as delivery by hand. Any notices served under the Contract shall be deemed to have been served as follows:
- 16.6.1. if personally delivered to the registered office of one of the parties, on delivery;
- 16.6.2. if sent by first class pre-paid recorded post, forty eight (48) hours after the same was delivered to the postal authorities; and
- 16.6.3. if sent by email, when sent (unless an "undelivered" report is returned to the sender within twenty four (24) hours of sending).
- 16.7. Each party agrees that in entering into the Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract for which its sole remedy shall be for breach of contract under the terms of the Contract. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 16.8. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms provided that we

contract in our own name, on our own behalf and for the benefit of all other members of Our Group. Each member of Our Group shall be entitled to enforce the terms of the Contract in its own right.

- 16.9. The Contract constitutes the entire agreement between you and us with respect to the subject matter hereof, and supersedes all prior discussions, agreement or understanding between you and us.

17. CONFIDENTIALITY

- 17.1. Both parties agree to keep confidential and not to use (other than for the purposes for which it was disclosed) any Confidential Information of the other.
- 17.2. Clause 17.1 does not apply to the extent that:
- 17.2.1. the receiving party can demonstrate by documentary evidence that the Confidential Information was lawfully in its possession prior to its disclosure by the disclosing party;
 - 17.2.2. the Confidential Information enters the public domain through no fault of the receiving party, its employees, agents or representatives; or
 - 17.2.3. the Confidential Information is ordered to be disclosed by a competent court or authority.
- 17.3. The parties agree only to disclose Confidential Information of the other to such of their employees, agents and representatives as reasonably require same and only on condition that each of said employees, agents and representatives are effectively bound by identical duties of confidentiality and non-use as those undertaken by the parties in Clause 17.1 above.

18. FORCE MAJEURE

We shall have no liability to you if we are prevented from or delayed in performing our obligations or from carrying on our business (including, but not restricted to, making any website available online) by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service, telecommunications service or transport network, act of nature, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or other supply chain issues.

19. DATA PROTECTION

- 19.1. The parties acknowledge that for the purposes of data protection legislation, you are the controller and we are the processor. The Services Order Form sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 19.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 19.3. You will ensure that you have all necessary appropriate consents and notices in place to enable the lawful and legal transfer of the personal data to us for the duration and purposes of the Contract in compliance with Data Protection Legislation.
- 19.4. You consent to us transferring any personal data that you may provide to us to any Supplier as may be required for the completion of the Services.
- 19.5. We shall process your personal data in accordance with our privacy policy which can be found on our website (<https://www.ipimedia.co.uk/privacy-policy/>). Personal data may be transferred out with the European Economic Area in accordance with the terms of our privacy policy.
- 19.6. Without prejudice to the generality of clause 19.2, we shall, in relation to any personal data processed in

connection with the performance by us of our obligations under the Contract:

- 19.6.1. process that personal data only on the documented written instructions of you unless required by applicable law to otherwise process that personal data;
- 19.6.2. ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 19.6.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 19.6.4. assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.6.5. notify you without undue delay on becoming aware of a personal data breach;
- 19.6.6. at the written direction of you and at your cost, delete or return personal data and copies thereof to you on termination of the Contract unless required by applicable law to store the personal data; and
- 19.6.7. maintain complete and accurate records and information to demonstrate our compliance with this clause 19 and allow for audits by you or your designated auditor (at your cost).

20. GOVERNING LAW AND JURISDICTION

The Contract is made and shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.