Terms and Conditions

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Terms and Conditions

1. **Definitions:**

   In this Agreement the expressions referred to below shall have the following meanings unless inconsistent with the context: -

   1.1. "Agreement" means the contract for the licensing of the use of Data and/or the provision of the Services incorporating these Terms and Condition, and any terms agreed and recorded in the Order Form

   1.2. "Assets" means any information, software graphics, images, content, posts, texts, Data on any Website, App, server or other device provided by the Company

   1.3. "App" means any computer and mobile based application

   1.4. "Beacon" shall mean any software, device or equipment which transmits Bluetooth signals for the purpose of interacting with any App, Website or any other device provided by the Company.

   1.5. "LEADR, e-Reception Book, Mailroom, Inventory, are Trading Styles of the Company and are governed by further and additional terms and conditions.

   1.6. "Company" Purplelevel PTY () whose registered office is at 1899 Augustus Way , Dainfern Valley 2191, Sandton, Johannesburg, South Africa. and whose principal office is same.

   1.7. "Confidential Information" shall include the racial or ethnic origin of the customer, their political opinions, religious beliefs or other beliefs with a similar nature, whether the Customer is a member of a trade union (within the meaning of the Trade Union and Labour Relations, sexuality, commission or alleged commission by the Customer of any offence, or any proceedings for any offence committed or alleged to have been committed by the Customer, the disposal of such proceedings or the sentence of any court in such proceedings.

   1.8. "Customer" means the individual, partnership, body corporate or other undertaking purchasing and receiving the Services and/or using any of the Company's Apps or Websites and includes their personal representatives or their successors (as the case may be)

   1.9. "Company Software Information" means information of commercial value, in whatever form or medium disclosed by the Company or any of its affiliates to the Customer or its affiliates, including commercial or technical know-how, technology, information pertaining to business operations and strategies and information pertaining to customers, pricing and marketing, design documents relating to Software Programmes such as flow charts, graphs and technical specifications and for clarity, including information relating to the App, Data, Assets, and the Software Programmes proprietary to the Company which are provided to the Customer, any of their constituent parts the Source Code relating to the software, Apps, Data and Assets or any parts thereof.

   1.10. "Software Programme" means the Company's software in any form of a computer/mobile program developed for the Operation Platform, App, Asset, software or other Service provided for the Customer including the Source Code, and Screen Displays of the App, Asset or Service provided for the Customer

   1.11. "Source Code" means the code of the software to which it relates, in the language in which the software was written together with all related flow charts and technical documents of the Software Programme.

   1.12. "Screen Displays" means any visible elements that appear when the App, Asset, Software Programme or any Service provided by the Company is running including any on screen text.

   1.13. "Data" means information of any kind, however represented whether comprising words, database entries, numbers, graphs, maps, pictures, sketches or otherwise in any other form and on any media and whether or not the property of the Company, or made available by the Company, under this Agreement including Data provided pursuant to any Services rendered by the Company on behalf of the Customer and Data includes any part thereof.

   1.14. "Data Services" means the services defined in the Pricing Illustration provided by the Company which includes, without limitation, the following services: -

   > (i)"Database Services" - work carried out by the Company on the Customer's own database.

   1.15. "Data Upload" is when a Customer uploads any Data through a Portal Service onto the Company's server.

   1.16. "Due Date" means 30 days from the date of any invoice submitted by the Company to the Customer unless otherwise stated on the Price Illustration and known as 'Price Illustration Payment Date' under these Terms and Conditions.

   1.17. Means the provisions of any device, equipment or software by the Company to the Customer for a specified period of time. For the avoidance of doubt the provision of the said device, equipment or software is intended to be provided on a temporary basis only

   1.18. "Force Majeure" means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, and includes (but is not limited to) acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

1.19. "Intellectual Property Rights" or "IPRs" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

1.20. "Operating Platform" shall mean the Apple (iOS) OR Android platforms that the Company's Apps operate under.

1.21. "Order Confirmation" means the Company's confirmation to proceed with an order placed by a Customer for provision of the Services in accordance with the Price Illustration and Order Form issued by the Company in accordance with Clause 2 below.

1.22. "Order Form" shall mean any document outlining and detailing the Service to be provided to the Customer including the term and any Renewal Term. For the avoidance of doubt, the Customer can provide revised versions of the Order Form

1.23. "Pricing Illustration" means the document provided to the Customer by the Company which includes details of the Services to be provided and the Total Price of providing the Services to the Customer and to which these Terms and Conditions apply.

1.24. "Portal Service" shall mean giving the ability to upload date securely via Refine My Data portal.

1.25. "Price Illustration Payment Date" means the date and manner in which the Total Price specified in the Price Illustration must be paid in circumstances where the Customer and Company have agreed a date and manner of payment other than the Due Date.

1.26. "Renewal Term" means any right to renew the term as set out in the Order Form (if any)

1.27. "Requirements" means the requirements of the Customer notified in writing to the Company in relation to the provision of the Services.

1.28. "Services" means any Device Rentals, Beacons, App Development, Portal Service, Website and Data Services, licence of the Software Programme or any services coming into existence between the Company and Customer which is agreed and recorded in the Order Form

1.29. Software as a Service Agreement shall mean the software as a service agreement provided to the Customer by the Company

1.30. "Third Party" means any individual, partnership, body corporate or other undertaking not being the Company or the Customer including (for the avoidance of doubt) any employee, agent or associated company of the Customer

1.31. "Total Price" means the total price payable by the Customer to the Company for the granting of a licence to use the Data or the provision of the Services.

1.32. "Trading Style" is when the Company trades under any name other than Purplelevel. 'e-Reception Book" "Mailroom"

1.33. "Website" means an internet website for the Company

2. **Contract formation**

2.1. These Terms and Conditions apply to the Agreement between the Company and the Customer to the exclusion of all and any other terms and conditions of the Customer or any other Third Party.

2.2. A Customer may request provision of the Services from the Company either through the Company's Website, by telephone, post, email, App or fax. Upon receipt of an enquiry from the Customer, the Company shall supply an Order Form and Price Illustration detailing the Services and the Total Price, which is subject to these Terms and Conditions.

2.3. If the Customer wishes to place an order for provision of the Services, then the Customer does so on the basis of the Pricing Illustration and Order Form (or any revised version of the Pricing Illustration/Order Form produced by the Company) and these Terms and Conditions, whether an order is placed by a Customer through the website of the Company, in writing, by fax, email or telephone. The Customer shall be deemed to accept these Terms and Conditions when the Customer places an order with the Company.

2.4. The Customer's order constitutes an offer by the Customer to purchase the Services set out in the Pricing Illustration. The Company shall, at its entire discretion, be at liberty to accept the Customer's offer to purchase the Services from the Company by issuing to the Customer an Order Confirmation (by email, fax or post), or by the Company's commencement or execution of work pursuant to the Customer's order, at which time a contract between the parties for provision of the Services shall come into existence on the basis of these Terms and Conditions.

2.5. If the Customer has any specific Requirements in relation to the Services, then such Requirements must be notified to the Company prior to the Pricing Illustration being raised by the Company. If the Company does not receive details of the Customer's Requirements prior to issuing its Pricing Illustration, the Company reserves the right to change its Pricing Illustration (or the Total Price if the Customer's Requirements change after the Agreement commences.

2.6. The Customer is granted a non-transferable right to use the App, Data and Software subject to the terms of this Agreement.

3. Services

3.1. Following the Agreement coming into existence between the parties in accordance with Clause 2 the Company shall provide the Services set out in the Order Form to the Customer in accordance with the Agreement.

3.2. The Company shall use reasonable endeavours to provide the Services using reasonable skill and care.

4. Obligations

4.1. The Customer shall co-operate with the Company in all matters relating to the performance of the Services in a timely manner and ensure that any Data or other information provided to the Company is accurate, not misleading and has all necessary consents or other related licences or permissions required in order for the Company to perform the Services in connection with such Data or information

4.2. If the Company's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, or the Customer's agents or employees, the Customer shall be liable to pay to the Company on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation) any direct or indirect consequential losses to deploy resources elsewhere, subject to the Company confirming such costs, charges and losses to the Customer in writing.

4.3. The Customer is obliged to pay the Total Price either by the Due Date or the Price Illustration Payment Date. For the avoidance of doubt the Price Illustration Payment Date will supersede the Due Date.

4.4. If the Customer partakes in any Data Upload or provides any information (or Data) digital or otherwise which are intended to be uploaded onto any Company servers, Websites, Apps or other devices, whether or not the information is intended to be displayed on any Company Website, App or other device, the Customer is obliged to ensure any Data Upload or information/Data adheres to the obligations set out in clause 2 of the Software as a Service Agreement

5. Liability

5.1. Whilst the Company has endeavoured in both the collation of the Data and the provision of the Services to ensure the accuracy of the Data or Services the nature of the Data and Services (as the Customer accepts and acknowledges) is such that: -

5.1.1. In the collation of Data and the provision of the Services the Company often has to rely on information provided by the Customer or a Third Party and such information may have been incorrectly provided by a Customer or Third Party.

5.2. The Company shall not be liable whether in tort (including for negligence or breach of statutory duty) contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business depletion of goodwill and/or similar losses or los or corruption of date or information, pure economic loss or for any special indirect or consequential loss, costs, damages, charges or expense however arising under this agreement but nothing in this agreement excludes the liability of the Customer for death or personal injury by the Company's negligence or for fraud or fraudulent misrepresentation.

5.3. Subject to the provisions of 5.1 and 5.2 above the Company shall indemnify the Customer and keep indemnified the Customer in respect of all costs, claims, damages and expenses incurred by the Customer of which the Customer may become liable as a result of any failure on the part of the Company or its employees, agents or sub-contractors to comply with any of the obligations of this clause. The Company's total liability in contract, tort or otherwise for any loss or damage (excluding death, personal injury or fraud, which the Company does not seek to limit or exclude) sustained or incurred directly by the Customer or others arising as a result of the Company's breach of contract, negligence or otherwise, shall be limited to Rand 200,000.00 The Company will not be liable as set out in this Clause 5.3 if the Total Price for the Data or the Services has not been paid by the Customer by the Due Date.

5.4. Subject as expressly provided in this Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.5. The Customer is liable and responsible for any Data Upload or any other information or Data of any kind supplied (in any way whatsoever) to the Company.

5.6. The Customer is responsible for any loss or damage caused by any Third Party or other Customer's reliance on the information/Data or Data Upload provided by the Customer

5.7. Access to any App or Website, Company server or device provided by the Company is dependent upon availability of the worldwide web and the Company accepts no responsibility for the inability of the Customer or the public generally to access the App, server or Website arising out of circumstances beyond the Company's reasonable control.

5.8. The Company cannot and does not accept any responsibility for any inconvenience, loss or distress which may arise as a result of the Customer's inability to use the App, Website or any other device and/or Software Programme, Company server or the interruption, suspension, modification alteration or termination of the App, Website or any other device.

5.9. The Customer is solely responsible for any loss or damage caused by Cancellation or any termination in accordance with clause 12.

5.10. If the Company's performance of its obligations under the Agreement are delayed by any act or omission of the Customer, or the Customer's agents or employees, the Customer shall be liable to pay to the Company on demand all reasonable costs, charges or losses sustained or incurred by it (including without limitation) any direct or indirect consequential loss to deploy resources elsewhere, subject to the Company confirming such costs, charges and losses to the Customer in writing.

5.11. The Company does not warrant that any App, Website or device provided by the Company is free from viruses, harmful components or that defects will be corrected but the Company will use its reasonable endeavours to ensure that the devises are free from such viruses and harmful components.

5.12. The App, Website or Assets provided by the Company may contain links to third party websites. If you decide to visit any third-party site, you do so at your own risk. The Company is not responsible for the content, accuracy or opinions expressed on such websites. Links do not imply that the Company is affiliated or associated with such sites. Third party content may appear on the Website or may be accessible via links from the Website. The Company are not responsible for and assume no liability for such content.

5.13. To the fullest extent permissible by law, the Company excludes and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this App, Website and the Assets and any other devices.

6. Permitted Use:

6.1. You shall not download, publish, modify, duplicate, distribute, retain or transfer any Asset, software program, source code, screen displaying asset for any purpose unless otherwise specifically authorised by the company to do so.

6.2. You shall not publish, transfer or disclose, broadcast, copy any Asset, software program, source code, screen displaying asset to any other Customer, or Third party unless otherwise specifically authorised by the Company to do so.

7. Rights reserved by the Company

7.1. The company reserves the right to after having given reasonable notice (which need not be in writing) to the Customer except for in the case of an emergency in accordance with clause 7(d) when no notice shall be required and such revocation and/or withdrawal that is not in consequence of any act or omissions of the Customer or the Customer's breach of these terms:

   a.   Revoke any permitted use previously authorised

   b.   Withdraw Website or App linking permission without notice.

   c.   Withdraw or amend any or all of any Apps, Websites or other devices provided by the Company without notice.

   d.   Suspend access to any App, Website, Company server or other devices provided by the Company periodically to carry out emergency or scheduled maintenance or for any other reason at any time.

   e.   The right to disable the Customers access to the App, Website or other device provided by the Company for any failure, in the opinion of the Company, of any provisions in the Agreement.

In the event that the suspension is not a result of any act or omission on behalf of the Customer the Company will provide a prorated refund for any sums pre-paid for the use of the Website, App or device.

7.2. The company may, although they are not obliged to, monitor, edit, or remove any Data Upload or any information or Data provided to the Company by the Customer for violation of the Agreement.

7.3. If the Customer fails to make payment of the Total Price on the Due Date or Price Illustration Payment Date then without prejudice to any of the Company's other rights or remedies the Company may:

   7.3.1.   suspend or cancel delivery of any rights and Services granted to the Customer under the Agreement

   7.3.2.   charge the Customer interest calculated at the rate of 4% per annum above the base rate of FNB bank of the outstanding invoice (exclusive of VAT) at a daily rate from the Due Date or Payment Illustration Payment Date to the date that payment is made in full.

7.4. Where the Total Price for Services is based on information and/or Requirements supplied by the Customer and that information and/or Requirement subsequently change or prove to be incorrect the Company reserves the right to increase the Total Price or cancel the order at its absolute discretion.

7.5. In the event that the Company revokes or withdraws any services in accordance with clause 7 and such revocation or withdrawal is not in consequence of any acts or omissions of the Customer or the Customer's breach of these terms then the Company will refund the Customer any fees paid by the Customer on a pro-rata basis from the date of revocation and/withdrawal to the end of the agreed term.

8. Variations

Variations to the Requirements requested by the Customer will only be accepted by the Company where the variations and Total Price for such variations have been agreed between the Customer and the Company in writing.

9.   Delivery

Any dates quoted for delivery of the Data and/or the Services are approximate only and time shall not be of the essence of the Agreement and the Company shall not be liable for any loss or damage of any kind whatsoever suffered by the Customer from any delay howsoever caused, nor will any delay entitle the Customer to cancel or rescind this Agreement other than in the circumstances set out at Clause 5.5 and 9.1 below.

9.1.   In the event that the delivery and service is delayed by reasons other than by force majeure event and for a period of two months or more, the Customer will be entitled to rescind and terminate the Contract.

10.   Intellectual Property Rights and Confidential Information

10.1.   The Customer hereby acknowledges that the Company's IPRs in the Data, Company Software and Software Programmes and Assets owned or acquired by the Company and supplied or made available by the Company under this Agreement, and any and all IPRs in connection with the Services and performance of the Services, belong to and vest in the Company. In the event that the Order Form makes reference to Third Party Data, then the Customer also hereby acknowledges that the Third-Party Data owner's IPR in such Data belongs to and vests in that Third Party and that the Data supplied under this Agreement is produced in whole, or in part, under licence from and based in whole, or in part, from the protected material of a Third-Party Data owner. Furthermore, nothing contained herein will be construed as an assignment or licence (subject to this Agreement) of any such IPRs to the Customer which, at all times, shall vest in the Company or its licensor.

10.2.   The Customer shall use all reasonable endeavours to prevent any infringement of the Intellectual Property Rights.

10.3.   The Customer undertakes not to use the Company Software Information, Data, Software Programme or Assets otherwise than in the exercise and performance of its rights and obligations under this Agreement.

10.4.   The Customer may not make adaptions or variations of the Company Software Information Data, Software Programme or Assets without the prior consent of the Company

10.5.   The Customer may not disassemble, decompile, reverse, translate or in any other manner decode the Company Software, Software Programme, Data, and Assets.

10.6.   If the Customer makes any copies of the Data, Asset, Company Software Information or Software Programme, the Company shall at all times own such copies.

10.7.   Where the Customer requires the Data for its own internal purposes the Customer will keep the Data or the Services confidential and will require its employees to do likewise. The Customer will at all times take all reasonable steps in relation to its employees, authorised and duly appointed agents to ensure that no Third Party reproduces or publishes the Data for his, her or its own financial gain (whether in hard copy or machine-readable form and whether directly or in condensed or tabulated form) save and except in accordance with the terms of this Agreement. Where the Customer is a list broker agency or similar and requires the Data for use on behalf of or for the benefit of any Third Party, the Data may only be disclosed to a Third Party which has contracted with such broker agency or similar for the acquisition of the Data for a stated and particular use only and provided the Customer: -

10.7.1.   has given the Company full details of the Third Party and of the proposed use of the Data and;

10.7.2.   that such Third Party has previously signed an agreement in respect of the use of the Data in such form as may be required by the Company.

10.8.   The Customer will not either during the Term of this Agreement or thereafter, disclose the Software Programme Company, Software Motion Source Code, So to the Customer's clients or any Third Party, save in accordance with the terms of this Agreement.

10.9.   The Customer acknowledges that the Software Programme Company, Software Motion Source Code constitutes an extremely valuable and important asset of the Company. Accordingly, without prejudice to the Company's other rights whether arising under this Agreement or otherwise, in respect of the Software Programme Company, Software Motion Source Code and Assets which in the opinion of the Company on the basis of such evidence as is reasonably available to the Company, is used by or on behalf of the Customer in the compilation of Software Programme Company, Software Motion Source Code ("the Customer's Database" which expression, where appropriate, shall include any part thereof) which is disclosed by or on behalf of the Customer to any Third Party, the Customer shall forthwith upon each such disclosure pay to the Company such sum as the Company determines that it would have charged for the supply of such part of the Customer's Database as was disclosed by or on behalf of the Customer which was similar to the names and the addresses in the Software Programme Company, Software Motion Source code (taking into account in determining such sum the types of data elements within the Software Programme Company, Software Motion Source Code). Without prejudice to the generality of the foregoing, the Customer agrees that it shall be irrefutably assumed that the Software Programme Company, Software Motion Source Code , has been used by the Customer in the compilation of the Customer's Database if the entirety of the Customer's Database contains names and addresses which are similar to more than half the names and addresses in the Software Programme Company, Software Motion Source Code. In respect of any such compilation the Customer undertakes that it will maintain sufficient records including in respect of each such supply copies of those parts of the Customer's Database which are supplied to a Third Party and forthwith upon request provide such records and copies in

such machine-readable form as will enable the Company to assess on the Company's own computer system the amounts due to the Company under this clause.

10.10. The Customer shall keep in strict confidence all technical or commercial know-how, specifications, the Quotation, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company or its agents, and any other confidential information concerning the Company's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purposes of discharging the Customer's obligations to the Company under this Agreement and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer. The Customer's obligations under this Clause shall be subject to any disclosure of such information as may be required by law, or any body of competent jurisdiction.

10.11. The provisions of this Clause 10 shall survive the termination of this Agreement and the rights of the Company hereunder are in addition to and not in substitution for any rights possessed at law.

11. Use of information

11.1. All information is held in accordance with the Company's Privacy Policy

12. Termination

12.1. This Agreement shall come into existence in accordance with Clause 2 and shall continue (unless terminated in accordance with the terms of this Agreement) until completion of the Services and all relevant payments have been made by the Customer to the Company under this Agreement and in accordance with the term specified in the Order Form. ("the Term").

12.2. The Company may terminate this Agreement prior to the end of the term at any time by one month written notice to the Customer. If the Agreement is terminated in accordance with this clause then within 14 days of termination the Company shall refund to the Customer the proportion of any payment of the Total Price paid to the Company from the period from the effective date of termination until the end of the term (if any) but the refund shall not extend to any upfront non-refundable fees set out in the Order Form, Order Confirmation Form or Price Illustration.

12.3. The Customer may terminate this Agreement prior to the end of the term at any time by one month written notice to the Company. The notice shall be of no effect if the Customer has not paid or if any part of the Total Price is due to the Company which was due to have been paid on the Due Date as set out in the Order Form and Order Confirmation Form

12.4. This Agreement shall automatically terminate if:

12.4.1. the Customer materially breaches the terms of the Agreement and such material breach is not remedied (if capable of remedy) within fourteen (14) days from the date of receiving notice of such material breach.

12.4.2. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt (or being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.4.3. an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer; or

12.4.4. the Customer ceases or threatens to cease to carry on business; or

12.4.5. the Company reasonably apprehends that any of the events mentioned above are about to occur in relation to the Customer and notifies the Customer accordingly.

12.4.6. The Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment.

12.5. Upon termination of this Agreement for any reason: -

12.5.1. all rights granted to the Customer under this Agreement shall immediately cease and determine.

12.5.2. all Software Programme Screen Display, Source Codes and Assets supplied by the Company shall be delivered up to it forthwith by the Customer or, alternatively, at the Company's option, destroyed by the Customer who shall provide written certification of such destruction on request from the Company

12.6. Termination of this Agreement, howsoever arising, shall not affect or prejudice any accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination

13. Force Majeure Event

The Company or Customer shall have no liability to the other if it is prevented from or delayed in performing its obligations under this Agreement or Services by any acts, events, omissions, or accidents beyond its reasonable control including, without limitation to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company, Customer or any other party) failure of transport or telecommunications,

network, act of God, war, riot, civil commotion, malicious damage, compliance with nay law or governmental order, rule, regulation or direction, accident breakdown of plant por machinery, fire, flood, storm or default of suppliers or sub-contractors provided the Customer is notified of such an event. If party is affected by a Force Majeure event for a consecutive period of two calendar months the other party may terminate by giving thirty days written notice.

14. **Device Rentals**

In the event that the Company provides a Device Rental it is agreed that the Company grants a non-exclusive licence to the Customer to use the Company Asset in accordance with this Agreement only and the Customer undertakes to the Company that they will only use the Assets for the period defined in the Device Rental and for the permitted use agreed between the Company and Customer as may be outlined in the Order Form. This clause shall survive even after the agreed time period has expired.

15. **Data Protection**

15.1. All personal data captured will be processed and held in accordance with the requirements of the POPIA, The Data Processor and Data Protection Officer is Sunil Jain who can be contacted at sunil.jain@purplelevel.co.za. These terms and agreement in incorporate the Company's Privacy Policy

15.2. The Customer agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Customer or its employees, agents or sub-contractors (as permitted) to comply with any of its obligations under this Agreement.

15.3. Where the Customer provides data to the Company in accordance with this Agreement, if the data contains any Personal Data then the Customer warrants to the Company that any required consents, licences and/or permissions required in order for the Company to process that Personal Data as anticipated by the provision of the Services are automatically included at the time the Customer delivers the data to the Company and the Customer shall indemnify and keep indemnified and hold harmless and defend the Company against any action taken against it, or costs, losses or expenses incurred or suffered, due to the Customer's breach of this warranty and in connection with the processing of that Personal Data on behalf of the Customer. Provided the Customer has complied with its obligations under the GDPR as a Data Controller (when supplying Data which includes Personal Data to the Company) and this Agreement, the Company agrees to only process that Personal Data for the purposes of providing the Services under this Agreement and in accordance with the Customer's instructions and the GDPR. For further information on how the Company holds and processes Personal Information please refer to our Privacy Policy.

16. **General**

16.1. This Agreement will be interpreted and operated in accordance with English Law and the parties hereby agree to submit to the jurisdiction of the English Courts.

16.2. The headings appearing in this Agreement are for the convenience of reference only and will not affect the meaning of anything contained therein.

16.3. Failure by the Company to enforce any part of this Agreement shall not be construed as a waiver of any of the Company's rights herein.

16.4. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

16.5. The Customer shall not be entitled to assign this Agreement without the Company's prior written consent. The Company has the right to sub-contract any of its duties or obligations under this Agreement.

16.6. Nothing herein contained shall be deemed to constitute the Company and the Customer as partners or agents of one another.

16.7. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else under the Contracts (Rights of Third Parties)

16.8. This Agreement sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to its subject matter.

17. **Cookies**

A cookie is a string of information that a website stores on a visitor's computer and that the visitor's browser provides to the website each time the visitor returns. We use what is known as a session cookie to keep track of a member whilst they are logged on to our site. This is essential to the whole operation of our service. It follows that by registering for the service you are consenting to our use of cookies in this way. For more information about cookies please refer to our Privacy Policy.

Effective: **1 December 2021**