



Save9 Broadband - General Terms & Conditions

The Basics.....	2
The Service	2
Payments.....	3
Protecting Information	4
Ending the Service or the Contract	6
If Something Goes Wrong	7
Everything Else	9
Defined Terms.....	10

General Terms

The Basics

These are the General Terms that cover the Service you buy from us. The Service has its own Schedule and Order with more detailed terms.

1. What words mean

- 1.1. Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2. The words below have the following meanings:
 - 1.2.1. 'We', 'us' and 'our' mean Save9 Ltd.
 - 1.2.2. 'You' and 'your' mean the Customer.
 - 1.2.3. Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of Save9 and the Customer, whichever makes sense in the context of the sentence.
- 1.3. The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4. Any time either of us has a right or obligation that we "may" exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.

2. Order of documents

In case of any conflict between any of the documents, the order of priority, highest first, is:

- 2.1. any Annexes;
- 2.2. the Schedule;
- 2.3. these General Terms;
- 2.4. the Order; and
- 2.5. if applicable to the Service, the Save9 Price List.

3. When the Contract starts and how long it lasts

- 3.1. The Contract starts on the Effective Date and will carry on until:
 - 3.1.1. one of us ends it (in a way that the Contract allows);
 - 3.1.2. it expires; or
 - 3.1.3. we are no longer providing you with any Services and there are no outstanding Orders.

4. Some basic principles

- 4.1. We confirm that we are a legal corporation, authorised to agree the Contract and provide the Service.
- 4.2. You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.

The Service

5. What we have to do

- 5.1. We will:
 - 5.1.1. provide the Service with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.2. comply with Applicable Law;
 - 5.1.3. comply with, and may exercise our rights in, the Compliance Obligations; and
 - 5.1.4. if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the telecommunications network provided by us.
- 5.2. The Service may be changed by us so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:
 - 5.2.1. introducing or removing features of the Service; or
 - 5.2.2. replacing the Service with an equivalent Service.

6. What you have to do

You will:

- 6.1. cooperate with us and comply with any reasonable requests we make to help us provide the Service;
- 6.2. comply with the Acceptable Use Policy and Applicable Law, and make sure that your Users do as well;
- 6.3. comply with the Compliance Obligations;
- 6.4. provide us with all relevant information in relation to health and safety and the environment and give us any other information and materials we ask for, within reason, so we can provide the Service, and you will make sure the information provided is accurate and complete; and

General Terms

6.5. for Sites not under our control, get all the consents, licences, permissions and authorisations we both need so we can provide the Service at the Sites and keep them up to date. That includes things like:

- 6.5.1. making alterations to buildings;
- 6.5.2. getting into property;
- 6.5.3. dealing with local authorities, landlords or owners;
- 6.5.4. installing Save9 Equipment or Purchased Equipment;
- 6.5.5. or using the Service over your network or at a Site.

7. If you do not comply with the Acceptable Use Policy

If you or your Users do not comply with the Acceptable Use Policy, you will indemnify us for any Claims, losses, costs or liabilities we incur as a result.

8. When we are not to blame

We will not be liable if we fail to do or not do something that we are supposed to under the Contract (including not carrying out any of our responsibilities, carrying them out late or not meeting any Service Levels), whether or not there is a Force Majeure Event (in which case, Clause 23 applies), to the extent our failure is due to:

- 8.1. your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay us for any reasonable costs we incur as a result of your failure;
- 8.2. anyone other than us, our Affiliates or our subcontractors doing something, or not doing something they need to do; or
- 8.3. restriction or prevention by Applicable Law or a regulatory authority.

Payments

9. Paying what you owe us

- 9.1. You will be responsible for and will pay the Charges, whether the Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2. We will invoice you, and you will pay us, in pounds sterling.
- 9.3. We will work out Charges based on details we record or that are recorded for us.
- 9.4. If we issue an invoice online, we will email you when we have done so.

9.5. Except as allowed under Clause 11 where you are disputing an invoice, you will pay each invoice we send you within 28 days of the date on it. You will pay the full amount in cleared funds into our bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.

9.6. Charges do not include any Transaction Taxes. If we give you a valid tax invoice, you will pay all of the Transaction Taxes due, including those we have paid or have to pay that we are allowed, by Applicable Law, to pass on to you, and that telecommunications providers normally pass on to their customers. We will not charge any Transaction Taxes if you have given us a valid exemption certificate beforehand for those Transaction Taxes.

9.7. So that the net amount we receive is not less than the amount you owe us, despite any deductions you are required to make (like Withholding Tax), you will compensate us for all deductions by grossing up your payments or indemnifying us for these amounts.

9.8. If you ask for any change to be made to the agreed billing arrangements for the any Service, and that change results in additional Transaction Tax or Withholding Tax to us or our Affiliates that we or they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, we may modify our Charges to reflect the impact of the change and you will pay us any additional amounts.

9.9. If you make a payment covering more than one invoice:

- 9.9.1. you will tell us which amounts to apply to which invoices; and
- 9.9.2. if you do not tell us, we may apply the payment to any unpaid invoices at our discretion.

9.10. You will pay all Charges by direct debit, unless we agree otherwise.

9.11. You will advise us promptly of any changes to your bank details that may affect payment of the Charges.

9.12. Where you do not pay by direct debit, unless we tell you otherwise, we will:

- 9.12.1. charge a payment processing fee, as set out in the Save9 Price List; and

General Terms

9.12.2. deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.

9.13. As part of our credit management procedures, we may at any time:

9.13.1. require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by us; and

9.13.2. carry out a credit vet on you. You will provide us with any information we may reasonably require for this.

10. What happens if you do not pay us

10.1. If you do not pay an invoice by the date it is due and you are not disputing the invoice, as allowed under Clause 11, we may:

10.1.1. charge you either:

- (a) a late payment fee, which may be described in the relevant Schedule; or
- (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate current at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay us; and

10.1.2. restrict or suspend the Service relating directly to the unpaid amounts until you have paid in full.

10.2. You will pay us any reasonable costs we have incurred recovering any amount you owe us, including debt collection agency and legal costs.

11. Disputing an invoice

11.1. If you do not agree with something in an invoice we send you before you have made payment, you will let us know within 28 days after the date of the invoice telling us what you think is wrong and that you intend not to pay it.

11.2. If you do not agree with something in an invoice we send you after you have made payment, you will give us Notice of that dispute within 6 months after the date of the invoice. That Notice needs to set out exactly what you are disputing, why, the amount and give us all the relevant information.

11.3. You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 9.1.

11.4. The resolved amount, if any, is payable immediately.

11.5. We will both deal with an invoice dispute in the same way we settle any dispute as set out in Clause 24.2 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.6. We may still charge you a late payment fee or interest on amounts payable from the date the payment was originally due that you do not pay (see Clause 10.1.1).

Protecting Information

12. Intellectual Property Rights

12.1. Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

12.2. If we need to provide some Software so you can use the Service, we will give you a non-transferable and non-exclusive licence to use it only for the purposes we have agreed (in object code form only). As well as any terms of the Contract, you will also comply with any third party terms that apply to the use of the Software.

12.3. You will not copy, decompile, modify or reverse engineer any Software, or knowingly let anyone else do that, unless it is allowed by law or we have given you permission in writing.

12.4. The licence we give you in Clause 12.2 will last as long as we provide you with the relevant Service.

12.5. If using the Service infringes someone else's Intellectual Property Rights, we will indemnify you for any third party Claims as long as you comply with the terms set out in Clause 22.6.

12.6. The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:

- 12.6.1. your use of any of the Service with equipment, software or another service we have not supplied;
- 12.6.2. you modifying the Service without our permission;
- 12.6.3. any content, designs or specifications that have not been supplied by us or on our behalf; or

General Terms

12.6.4. you using any of the Service in a way we have not agreed.

12.7. You will indemnify us for any Claims, losses, costs or liabilities arising from the matters in Clause 12.6. You will stop any activity that led to the Claim as soon as we give you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim.

12.8. If using the Service leads to a Claim described in Clause 12.5, or we think it is likely to lead to one, we may, at our own expense:

12.8.1. get you the right to carry on using the Service; or

12.8.2. modify or replace the relevant parts of the Service so that using it no longer infringes another someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.

12.8.3. The indemnity under Clause 12.5 and the actions in Clause 12.8 are the only remedies you will have for Claims for infringement of someone else's Intellectual Property Rights.

13. Keeping things confidential

13.1. We will both keep all Confidential Information confidential and neither of us will disclose it, unless:

13.1.1. one of us needs to disclose it to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for us only, our subcontractors and suppliers, who need to know. The one of us disclosing the Confidential Information will ensure that the people receiving it comply with this Clause 13; or

13.1.2. any Applicable Law, government or regulatory authority, or court of competent jurisdiction says we have to.

13.2. Each of us will return or destroy any of the other's Confidential Information within a reasonable time when the other asks in writing.

13.3. This Clause 13 will stay in place for a period of three years following the end of this Contract.

14. Data Protection

14.1. We may need to collect, Process and use Personal Data in order to:

14.1.1. administer, track and fulfil Orders for the Service;

14.1.2. deliver and commission the Service, either remotely or at a Site;

14.1.3. manage, track and resolve faults with the Service, either remotely or at a Site;

14.1.4. administer access to online portals relating to the Service;

14.1.5. compile, dispatch and manage the payment of invoices relating to the Service;

14.1.6. manage the Contract and resolve any disputes relating to it, including any credit vetting activities that we carry out in accordance with Clause 9.13;

14.1.7. respond to general queries relating to the Service; or

14.1.8. comply with our legal and regulatory obligations.

14.2. We will Process this Personal Data in accordance with applicable Data Protection Legislation. Our relevant privacy policy, which forms part of these General Terms, also governs how we use your Personal Data and includes more details around what we can do with it, your rights and our obligations. You can access our privacy policy by clicking the link labelled 'privacy' at www.save9.com.

14.3. We may be required to share this Personal Data with our Affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities in this Clause 14. When doing so, we will ensure that the sharing and use of this data complies with applicable Data Protection Legislation.

14.4. We may, from time to time, contact the Customer Contact (as defined in the Schedule), or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other related services. If this information includes marketing materials, we will provide a mechanism for you to elect not to receive such communications in the future.

14.5. You will comply with all applicable Data Protection Legislation and will ensure that all criteria necessary for the provision of the Service

General Terms

by us (for example notifications, consents etc.) are fulfilled before sharing such Personal Data with us.

14.6. You will disclose to us only the Personal Data that we require in order to perform the Service.

14.7. Where, for the provision of the Service, we are required to Process Customer Personal Data on your behalf, we will:

14.7.1. only Process Customer Personal Data on your instructions and as needed to perform our responsibilities under the Contract;

14.7.2. put in place technical and organisational security measures appropriate to the risk represented by the Processing and the nature of Customer Personal Data, to protect Customer Personal Data from being accidentally or unlawfully disclosed, accessed, changed, lost or destroyed; and

14.7.3. not disclose Customer Personal Data to a third party unless we need to in order to provide the Service, or unless the Contract says we can, or unless we are required to by Applicable Law.

14.8. Regardless of what it may say elsewhere in the Contract, you agree that, for us to provide the Service, Customer Personal Data may be:

14.8.1. used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide;

14.8.2. provided or transferred by us to any of our Affiliates, subcontractors or suppliers worldwide as needed to allow that Affiliate, subcontractor or supplier to perform its obligations in respect of the Service. You appoint us to perform any such transfer in order to provide the Service. We agree to take appropriate steps and enter into appropriate agreements with our Affiliates, subcontractors or suppliers, as required, for such transfer to be adequately protected; and

14.8.3. If relevant, you will ensure that you obtain or submit promptly any relevant regulatory approvals or notifications that you may be subject to under the Data Protection Legislation.

14.9. If you or any third party, including a Data Subject, complains or makes a Claim because of something we do or do not do in relation to this Clause 14, we will not be held responsible for any part of the Claim that is caused because:

14.9.1. you have not complied with Clause 14; or

14.9.2. we were following your instructions,

and you will indemnify us for any Claims, losses, costs or liabilities we incur as a result.

Ending the Service or the Contract

15. When we may restrict or suspend the Service

15.1. We may restrict or suspend the Service or a part of the Service:

15.1.1. if we need to do Planned Maintenance;

15.1.2. to implement a change under Clause 5.2;

15.1.3. if you do not pay us on time and in the way described in Clause 9.1;

15.1.4. if you do not follow the Acceptable Use Policy; or

15.1.5. we reasonably think we need to in order to protect the integrity or security of our network.

15.2. If we restrict or suspend the Service because of the reasons in Clauses 15.1.3 or 15.1.4:

15.2.1. you will still have to pay the Charges that are payable for the Service until the Service ends; and

15.2.2. we may charge a re-installation fee to start the Service again.

15.3. If you do not pay what you owe us under any other contract that you have entered into with us, as set out in that other contract, we may suspend the Service or end this Contract.

15.4. If we decide to restrict or suspend the Service for any of the above reasons, we will let you know beforehand as soon as we reasonably can.

16. Cancelling an Order before the Service Start Date

16.1. You can cancel an Order, or part of it, any time before the Service Start Date by giving us Notice.

16.2. If you do:

16.2.1. if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, we may amend the Charges to reflect this; and

16.2.2. you will have to pay us the Cancellation Charges that are described in the Schedule. If there are not any in the Schedule, but we have incurred any costs in order to get ready to provide your Service, including cancellation charges from one of our suppliers or other costs payable to a third party, you will have to pay us those costs that are reasonable in accordance with Clause 9.5.

17. If either of us want to terminate the Contract or the Service

17.1. Either of us can terminate the Contract or any Order:

- (a) as set out in Part A of the Schedule; or
- (b) if it is not set out in the Schedule, by giving the other 90 days' Notice,

and we will each have to pay the other the amounts referred to in Clause 21.

17.2. If you terminate the Contract under this Clause 17, you will also have to pay us the Termination Charges.

18. Terminating the Contract when something has gone wrong

Either of us can terminate the Contract straightaway by giving the other Notice if:

- 18.1. the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;
- 18.2. the other materially breaches the Contract and the situation cannot be put right; or
- 18.3. an Insolvency Event applies to the other,

and we will each have to pay the other the amounts referred to in Clause 21.1.

19. Terminating the Contract if there is a Force Majeure Event

19.1. If a Force Majeure Event means the Service is completely and continuously unavailable for more than 30 days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.

19.2. If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

20. What happens when the Contract is terminated

20.1. If the Contract or a Service is cancelled, terminated or expires, it will not affect any rights that either of us have up to that point.

21. What we both need to pay when the Contract is terminated

21.1. If the Contract or any Order (or part of any Order) is terminated, cancelled or expires, for any reason, each of us will immediately pay the other any money and interest that is due.

21.2. If you terminate the Contract, any Service or any Order using your rights set out in Clause 17, you will pay us the Termination Charges (unless you terminate because we have made a change to the Contract that causes you material detriment, in which case the terms set out in the Schedule will apply).

21.3. In addition to Clause 21.2, if you terminate the Contract, any Service or any Order using your rights set out in Clause 17, but do not give us the Notice that you are required to under the Contract, you will pay all applicable Charges until the end of the Notice period set out in the Contract.

If Something Goes Wrong

22. How far each of us can be held responsible

22.1. The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.

22.2. Nothing in the Contract excludes or limits the liability of either of us for:

- 22.2.1. death or personal injury caused by either of us being negligent;
- 22.2.2. fraud or fraudulent misrepresentation; or
- 22.2.3. any other liability that cannot be excluded or limited under Applicable Law.

22.3. Other than for those matters in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

- 22.3.1. any of the following losses, no matter if those losses are direct or indirect:
 - (a) loss of profit, revenue or anticipated savings;

General Terms

- (b) loss of business or contracts;
- (c) loss of goodwill;
- (d) loss from wasted expenditure, wasted time or business interruption;
- (e) loss, destruction or corruption of data;
- (f) liability to any third parties; and
- (g) any special, indirect or consequential loss or damage.

22.3.2. The total liability of each of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

- (a) the total install Charge, and;
- (b) an amount equal to:
 - (i) where an incident arises in the first 12 months of the Contract, the monthly Charge paid or payable by you in the first month of the Contract, multiplied by 12; or
 - (ii) at any other time, the mean monthly Charges that were paid or payable by you, as calculated from the Effective Date up to the date when either of us became liable, multiplied by 12.

22.4. Your obligations to pay any Charges, including interest under the Contract, refund any Service Credits or pay any Termination Charges are in addition to and will not be counted towards the limitations in Clause 22.3.2.

22.5. Regardless of what it may say elsewhere in the Contract, both of us are always obliged to take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

22.6. If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:

- 22.6.1. tells the party giving the indemnity promptly about the Claim;

22.6.2. gives the party giving the indemnity complete control of the Claim straightaway;

22.6.3. does not say anything publicly about the Claim, or do anything that harms the defence of it; and

22.6.4. does what it can to help the party giving the indemnity with the Claim.

22.7. If we fail to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when our failure amounts to material breach of the Contract, we will take the value of any Service Credits given from the amount of damages awarded by a court of competent jurisdiction.

22.8. We recommend that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.

22.9. Provided we have complied with our obligation set out in Clause 5.1.4, we will not be held responsible for any loss or damage caused by unauthorised access to any part of the communications network provided by us.

23. Force Majeure Events

If there is a Force Majeure Event:

23.1. neither of us will be liable for failing to do or not do something they should have done, or for not doing it completely or on time; and

23.2. we will each get a reasonable amount of extra time to do what we each have to do.

24. Settling disputes

24.1. We will both do what we reasonably can to settle any dispute or Claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.

24.2. We will both use the following dispute resolution process:

24.2.1. whichever of us is affected will provide Notice of our complaint that clearly sets out the full facts and includes relevant supporting documents;

24.2.2. we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;

General Terms

24.2.3. if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above);

24.2.4. if the dispute still is not settled 14 days after it is escalated, we will both consider mediation.

24.3. After complying with Clause 24.2, either of us may start mediation by giving Notice to the other, in which case:

24.3.1. unless we both agree to another date, it will start no later than 15 days after the date of the Notice;

24.3.2. unless we both agree otherwise, any mediation will happen in Scarborough, in English; and

24.3.3. we will both share the costs of mediation equally, unless the relevant mediator or a later court of competent jurisdiction decides something else.

24.4. Nothing in this Clause 24 stops either of us:

24.4.1. seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;

24.4.2. going to a court of competent jurisdiction if either of us considers it reasonable; or

24.4.3. doing anything else this Contract lets us do.

Everything Else

25. Sending Notices under the Contract

25.1. If one of us needs to give the other Notice, they will do it in writing, in English and:

25.1.1. send it by email, in the case of Notices from us to you only;

25.1.2. deliver it by hand; or

25.1.3. send it by first class post, recorded delivery or courier.

25.2. Notices need to be sent to:

25.2.1. us, at the postal address shown on the invoice or any other address that we tell you to send Notices to; or

25.2.2. you, at the address that you ask us to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell us to use by giving Notice to us.

25.2.3. If either of our contact details change, we will both tell the other straightaway by giving Notice.

25.3. The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):

25.3.1. of transmission, if it is an email;

25.3.2. that the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or

25.3.3. three days after posting, if it is sent by first-class post or recorded delivery.

26. Transferring to another party

26.1. Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.

26.2. We may subcontract any of our responsibilities under the Contract to another entity, including to one of our Affiliates, but if we do, we will still be responsible to you under the Contract.

26.3. If we subcontract the performance of any of our rights or obligations to one of our Affiliates as described in Clause 26.2, you will, once you receive Notice from us, deal directly with our Affiliate for ordering, provisioning or maintaining the Services.

26.4. By giving you Notice, we can novate the Contract, a Service or an Order to one of our Affiliates. If we do, all our rights, responsibilities and liabilities will transfer to our Affiliate and you will need to deal with our Affiliate instead of us as we will no longer be a party to the Contract in relation to the relevant Service.

26.5. Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

27. Third parties' rights

General Terms

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

28. No partnership or agency arrangement

Unless a Clause in the Contract says something different, the Contract does not:

- 28.1. set up any partnership, exclusive arrangement or joint venture between us;
- 28.2. make one of us the agent of the other; or
- 28.3. authorise either of us to enter any commitments for, or on the behalf of, the other.

29. No waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

30. What happens if part of the Contract is illegal, invalid or unenforceable

- 30.1. If any court or competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 30.2. If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

31. Making changes to the Contract

- 31.1. We may make changes to the Contract as set out in the Schedule.

32. After the Contract ends

At the end of the Contract, provisions in the Contract that we expect to remain in place after it ends will stay in place.

33. The Contract stands on its own

- 33.1. The Contract sets out the whole agreement between both of us and replaces any communication we have had before.
- 33.2. Your own standard terms are not part of the Contract even if you provided them to us before signing the Contract, or if you send them to us or refer to them in an Order.
- 33.3. By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently)

except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 33.

34. Choice of law and courts

- 34.1. The laws of England and Wales will apply to the Contract and any disputes or Claims in connection with it or our relationship, including non-contractual ones.
- 34.2. Only the courts of England and Wales will be able to rule on any disputes or Claims in connection with the Contract or our relationship, including non-contractual ones.

35. Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

Defined Terms

"Acceptable Use Policy" means specific rules that you and your Users have to follow when using the Service. You can find the policy at www.save9.com.

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or us.

"Annex" means any annex to the Schedule that describes the Service or sets out the specific terms that apply to it.

"Applicable Law" means the laws of England and Wales and any other laws and regulations that apply to providing or receiving the Service, including:

- (a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) any relevant export laws and regulations, including ones in the United States of America.

"Save9" means Save9 Limited of Jack Knowles Building, Scarborough Cricket Club, North Marine Rd., Scarborough, YO12 7JA, registered in England company no. 04351548

"Save9 Equipment" means any equipment and any related Software that we own or that is licensed to us and that we use to provide the Service.

"Save9 Price List" means the document containing a list of our charges and terms that can be accessed at: www.save9.com.

"Business Day" means any day generally seen locally in the place where the Service is provided as a working day and excluding national, public and bank holidays. If one of us is

General Terms

supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by you to us on cancellation of an Order in accordance with Clause 16 and as set out in a Schedule.

"Charges" means the fees and charges that you will pay in relation to Service.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"Compliance Obligations" mean those provisions, obligations and rights set out under the Save9 'Compliance Obligations' available at www.save9.com.

"Confidential Information" means confidential information either of us (or each of our officers, employees, agents, subcontractors, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - i. the business, affairs, customers, clients, suppliers, plans or strategy of either of us or our Affiliates; and
 - ii. the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available on a non-confidential basis;
- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the information disclosed by whoever disclosed it.

"Contract" means the agreement between you and us that is made up of these General Terms, the Schedule, the Order, and if applicable to the Service, the Save9 Price List.

"Customer" means the party we contract with to provide the Service to.

"Customer Personal Data" means only the proportion of Personal Data of which only you are the Data Controller and which we need to Process on your behalf, as a Data Processor in providing the Service to you under the Contract.

"Data Controller", "Data Processor" and "Data Subject" each has the meaning given to it in the Data Protection Legislation.

"Data Protection Legislation" means the Applicable Laws and regulations relating to the Processing of Personal Data that may exist in the relevant jurisdictions.

"Effective Date" means the date we accept your Order as set out in the Order confirmation email.

"Force Majeure Event" means any event that neither of us can control and that stops or delays one of us from doing something, including:

- (a) acts of God, like a flood, a storm, lightning, a drought, an earthquake, seismic activity or any other natural disaster;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"General Terms" means these terms.

"Insolvency Event" means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) stops carrying on business;
- (e) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (f) stops trading or operating;
- (g) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or

General Terms

(h) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

“Intellectual Property Rights” means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

“Notice” means any notice to be given by one of us to the other under the Contract in accordance with Clause 25.

“Order” means any order you give to us that is accepted by us for the Service.

“Personal Data” has the meaning given to it in the Data Protection Legislation.

“Planned Maintenance” means any work we have planned to do in advance, including to maintain, repair or improve the performance of our network or the Service.

“Process” and **“Processing”** have the meanings given to them in the Data Protection Legislation.

“Purchased Equipment” means any equipment, including any Software, that we sell or license to you.

“Schedule” means the schedule that describes the Service and sets out the specific terms that apply to it, and includes any Annexes for the Service except for the purposes of Clause 2.

“Service” means the service that we provide under the Contract. If relevant, it includes the service for a particular Site, or a part or component of the Service and may also include Purchased Equipment.

“Service Credit” means any agreed remedy for failure by us to meet a Service Level.

“Service Level” means the agreed minimum level of performance we will provide for the Service.

“Service Start Date” means the date we first make the Service available to you.

“Site” means any place we identify in the Schedule or Order from or to which we provide the Service.

“Software” means any software, other than any open source software, and instructions that we provide to you as part of the Service. It includes any embedded software.

“Termination Charges” means any compensatory charges payable by you to us on termination of the Contract or the Service in accordance with Clause 17 and as set out in the Schedule.

“Transaction Taxes” mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service.

“User” means any person you allow to use the Service.

“Withholding Tax” means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.