

Hosting Terms and Conditions

These terms and conditions (**Terms**), together with our *Website Terms of Use* and *Privacy Policy*, will apply to all Services provided by 2020 Vision Systems Limited trading as UMIX (**us, our, we**) to any person or organisation (**you, your**).

These Terms will apply to any contract between us for the provision of Services to you (**Contract**).

Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you submit the Order. By placing an Order with us, you will be deemed to have accepted these Terms. If you refuse to accept these Terms, you will not be able to Order any Services from our website.

These Terms, and any Contract between us, are in English only.

When the following words with capital letters are used in these Terms, this is what they will mean:

Authorised Users	you and any of your employees, independent contractors, guests, visitors or other representatives who are permitted to use the Services;
Cancellation Date	the last day on which we provide the Services;
Commencement Date	the date on which we begin to provide the Services;
Content	any and all documents, data, information or other material transmitted by you and stored as part of the Services;
Data Protection Legislation	Directive 95/46/EC and all national implementations of that directive including the Data Protection Act 1998;
Event Outside Our Control	is defined in clause 19;
Price	the fees payable for the Services as set out in an Order;
Infrastructure	our computer hardware, firmware, software, and communications infrastructure which is used to facilitate access to the Services by you;
Information	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with the Contract;

Intellectual Property	any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto, the right to apply for registration of and/or register such rights and all extensions and renewals thereof;
Network Service Provider	the provider of any of the network services used by us in our Infrastructure, including Microsoft;
Order	your order for the Services;
Services	the services that we are providing to you as set out in the Order, including the hosting of Content on a computer system under the control of Supplier for use by the Authorised Users;
Software	the application which allows access to the Services through the Infrastructure;
Terms	the terms and conditions set out in this document;
Virus	any code which is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, Software, Infrastructure or any other associated hardware, software, firmware, computer system or network upon which it is installed or with which it interacts, or would disable the Services, Software, or Infrastructure or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral, or that would permit the Supplier or any other person to access the Services, Software, or Infrastructure to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations (whether or not specifically directed at you or us). It includes, without limitation, computer programs commonly referred to as worms, malware or trojan horses; and
Year	the period of 12 months beginning in the first year on the Commencement Date, and in subsequent years on the anniversary of the Commencement Date.

1. **Information about us and how to contact us**
 - 1.1. **Who we are:** We operate the websites umix.co.uk and umixcloud.co.uk. We are 2020 Vision Systems Limited, a company registered in England and Wales under company number 00703107 and with our registered office at 28 Northumberland Square, North Shields, Tyne & Wear, NE30 1PW. Our VAT number is 556243244.
 - 1.2. **Contacting us:** You may contact us by telephoning our customer service team at 0191 296 2662, by e-mailing us at admin@umix.co.uk, or by writing to us at 28 Northumberland Square, North Shields, Tyne and Wear, NE30 1PW. If you are a business customer and wish to give us formal notice of any matter in accordance with these Terms, please see clause 20.
 - 1.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.
 - 1.4. **How we use your personal information:** We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.
2. **Orders**
 - 2.1. Our website will guide you through the steps you need to take to place an Order with us. Our order process allows you to check and amend any errors before submitting your Order. Please take the time to read and check your Order at each page of the order process.
 - 2.2. After you place an Order, you will receive an e-mail from us acknowledging that we have received your Order. However, please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 2.3.
 - 2.3. Placing an Order constitutes an offer by you to purchase Services and our acceptance of your Order will take place when we email you to accept it, at which point the Contract will come into existence between you and us. (**Order Confirmation**).
 - 2.4. If we are unable to supply you with the Services, we will inform you of this and we will not process the Order. If you have already paid for the Order, we will refund you the full amount including any delivery costs charged as soon as possible.
 - 2.5. If any of these Terms conflict with any term of the Order, the Order will take priority.
 - 2.6. Our website is solely for the promotion of our Services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
3. **Services**
 - 3.1. We will provide you with the Services, on the terms described in these Terms, from the Commencement Date.
 - 3.2. We grant to you a non-exclusive, non-transferable licence to access and use the Software and the Services, as made available through our Infrastructure, during the term.
 - 3.3. You may access and use the Services only through your Authorised Users. You are responsible for the use of the Services by any party who accesses the Services with your

account credentials. You shall use your best efforts to prevent unauthorised access to the Software and/or the Services and shall notify us if you become aware of any unauthorised access or use.

- 3.4. In accessing the Services and Software you shall ensure that each Authorised User complies with any security requirements which we notify you of, including the use of passwords.
- 3.5. We will monitor the use of the Services and Infrastructure from time to time to ensure compliance with these Terms. In the event that your usage exceeds levels which we deem to be reasonable, we reserve the right to increase the Price payable by you, on providing 30 days' written notice to you of such increase.
- 3.6. Your use of the Services and the Infrastructure may, from time to time, be subject to statutory or regulatory requirements, in addition to these Terms. You will be solely responsible for ensuring that your use of the Services or the Infrastructure complies with such requirements.
- 3.7. You shall not:
 - (a) attempt to copy, adapt, reverse engineer, decompile, disassemble or modify the Software in whole or in part except to the extent permitted by law;
 - (b) access all or any part of the Software or Services in order to build a product or service which competes with the Services;
 - (c) use the Services to provide services to third parties;
 - (d) subject to clause 21.2, transfer, temporarily or permanently, any of its rights under the Contract; or
 - (e) attempt to obtain, or assist third parties in obtaining access to the Services.

4. **Service Standards**

- 4.1. The Services are designed to be available 24 hours a day, all year round, subject to maintenance. You will be notified of scheduled maintenance in advance of such maintenance taking place.
- 4.2. The Services may not be used for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any user, such as advocating harm, interfering with or violating the integrity or security network or system, evading filters, sending unsolicited, abusive or deceptive messages or images, viruses, malware or other harmful code, or violating third party rights.
- 4.3. We will need certain information from you that is necessary for us to provide the Services, for example, details of your network capacity, network address and other details concerning your network. We will request this information during the Order process, or if we require further information, contact you using the contact details you provide to us. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice. We will not be

liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any Services we have already provided.

- 4.4. We may have to suspend the Services if we have to deal with technical problems, or to make improvements agreed between you and us in writing. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. you do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any Services we have already provided.
- 4.5. If you do not pay us for the Services when you are supposed to as set out in clause 11, we may suspend the Services with immediate effect until you have paid us the outstanding amounts. We will contact you to tell you this. This does not affect our right to charge you interest under clause 11.1.

5. **User Accounts**

- 5.1. Each Order will set out the number of Authorised Users able to access the Services on your behalf.
- 5.2. You agree that:
 - (a) you will not allow anyone other than the Authorised Users to access the Services;
 - (b) you will not allow any Authorised User's log-in details to be used by more than one individual;
 - (c) each Authorised User will keep a secure password for his use of the Services, and that such password shall be changed no less frequently than when requested by us and that each Authorised User will keep his password confidential; and
 - (d) if we identify that any user name or password has been used by any individual who is not an Authorised User, then we may disable such usernames and passwords, without affecting any of our other rights under these Terms.
- 5.3. You, and any Authorised Users, will not access, store, distribute, or transmit Viruses, or any other material during the course of using the Services that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without affecting any of our other rights under these Terms, to disable your, or any Authorised User's access to any material that breaches the provisions of this clause 5.3.

6. Things we are not responsible for

- 6.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is wholly or substantially attributable to maintenance, loss of service or other down time caused by the Network Service Provider.
- 6.2. We will not carry out any inspection of your computer systems or infrastructure and it is your responsibility to ensure that the Services will be compatible with the same. We will not make any recommendations and will not be liable for any failure of the Services, or breach of these Terms, which is wholly or substantially attributable to a lack of compatibility.
- 6.3. In addition to your obligations otherwise specified in these Terms, you will be solely responsible for the following:
 - (a) the Content or any other information provided by you in using the Services, or loss of data;
 - (b) the quality and reliability of your network or your equipment or infrastructure;
 - (c) the loss or damage to any of your premises or property which are under surveillance; and
 - (d) any information, programs or other information which you receive as a result of using the Services, including without limitation, the entire responsibility of any losses of data, programs, breaches of security, Viruses and disabling or harmful devices that you may introduce, download or otherwise experience as a result of your use of the Services.

7. Business Customers

This Clause 7 only applies if you are a business.

- 7.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our website to purchase Services.
- 7.2. You acknowledge that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 7.3. Any samples, drawings, descriptive matter, adverts, and similar, whether on our website, in our brochure or otherwise made available to you by us, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 7.4. These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

7.5. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in the Contract.

8. **Changes to Orders or Terms**

8.1. If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the Order.

8.2. If you are a consumer and wish to cancel the Contract before it has been fulfilled, please see your right to do so in clause 9.

8.3. We may change the Services (or any element of the Services):

(a) to reflect changes in relevant laws and regulatory requirements; or

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services unless we advise you otherwise.

8.4. We reserve the right to cancel the Contract between us if:

(a) we have insufficient capacity to deliver the Services you have ordered; or

(b) one or more of the Services you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

8.5. If we cancel your Contract we will notify you by email and will refund any sum deducted by us as soon as possible but in any event within 30 days of your Order. We will not be obliged to offer any additional compensation for disappointment suffered.

8.6. We may amend these Terms from time to time.

8.7. If we revise these Terms as they apply to the Contract, we will contact you to give you reasonable advance notice of the changes, and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all affected Services or just the Services you have yet to receive. If you opt to cancel, you will have to arrange for the removal of the Content from our Infrastructure (at your cost, within 7 days following the Cancellation Date) and we will arrange a refund for the price you have paid. If you do not remove the Content from our Infrastructure within this time period, we will remove the Content from our Infrastructure after this time period has expired.

9. **Cancellation**

This clause 9 only applies if you are a non-business consumer.

9.1. Before we begin to provide the Services, you have the following rights to cancel the Contract for Services, including where you choose to cancel because we are affected by an Event Outside Our Control or if we change these Terms under clause 8 to your material

disadvantage you may cancel the Contract for Services at any time before the start date for the Services by contacting us. We will confirm your cancellation in writing to you.

- 9.2. If you cancel the Contract under clause 9.1 and you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.
- 9.3. However, if you cancel the Contract for Services under clause 9.1 and we have already started work on your Order by that time, you will pay us any costs we have reasonably incurred, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled the Contract because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.
- 9.4. Once we have begun to provide the Services to you, you may cancel the Contract at any time by providing us with at least 30 days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 9.5. Once we have begun to provide the Services to you, you may cancel the Contract for Services with immediate effect by giving us written notice if:
 - (a) we break the Contract in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;
 - (b) we go into liquidation or a receiver or an administrator is appointed over our assets;
 - (c) we change these Terms under clause 8 to your material disadvantage; or
 - (d) we are affected by an Event Outside Our Control which has continued for more than 60 days.

10. **Price of Services**

- 10.1. You agree to pay to us the Price specified for the Services as detailed on our website at the time you make your Order. The Price shall be payable as set out in clause 11. We take all reasonable care to ensure that the prices of Services are correct at the time when the relevant information was entered onto the system. However please see clause 10.4 for what happens if we discover an error in the price of Services you ordered.
- 10.2. The Prices detailed on our website exclude VAT. VAT (where applicable) is added to the order during the check-out process at the applicable current rate chargeable in the UK for the time being.
- 10.3. Prices for our Services may change from time to time, but changes will not affect any Order you have already placed (other than where an error is discovered in line with clause 10.2).
- 10.4. It is always possible that, despite our efforts, some of the Services on our website may be incorrectly priced. If we discover an error in the price of the Services you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the Order as cancelled and notify you in

writing. If we mistakenly accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

11. **How to pay**

- 11.1. We will ask you to make an advance payment of the first month's fees at the time the Order is made. Subsequently we will collect payment from you monthly in advance via direct debit or, if paying by card an automated payment, until such time as we stop providing you with the Services. If for any reason we are unable to collect the payment from you by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% per year above the base lending rate of HSBC from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. In these circumstances, you must pay us interest, together with any overdue amount.
- 11.2. The best way to pay for our Services is by setting up a direct debit, although you may also pay for our Services using a Visa, Master Card or Maestro debit card or credit card, or via Paypal.

12. **Warranty**

- 12.1. We warrant that we will provide the Services using commercially reasonable care and skill.
- 12.2. We do not warrant that the Services will be uninterrupted or error free, or that we will correct all defects or prevent third party disruptions or unauthorised third party access. The warranty set out in clause 12.1 is the exclusive warranty offered by us and we do not provide any other warranties, representations or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into the Contract by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes. Any services provided by third parties are sold on under these Terms on an as-is basis, without warranties, representations or undertakings of any kind.

13. **If there is a problem with the services**

- 13.1. In the unlikely event that there is any defect with the Services please contact us and tell us as soon as reasonably possible and provide us with details of the defect.
- 13.2. We will investigate the details of any reported defect. In the event that we agree that there has been a defect in the performance of the Services which we have caused:
- (a) please give us a reasonable opportunity to repair or fix any defect; and
 - (b) we will use reasonable effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 30 days.

You will not have to pay for us to repair or fix a defect with the Services under this clause 13.2.

- 13.3. If, after investigation, it becomes apparent that the defect is caused by your network or equipment, we will notify you of this finding, but repair of such defects will remain your responsibility.
- 13.4. If you are a non-business consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

14. **Intellectual Property**

- 14.1. All Content and other items (including all Intellectual Property therein) supplied or provided by you shall be and shall remain your exclusive property or the property of the relevant third party and we shall acquire no right, title or interest in or to the same. We shall use such items solely for the purpose of providing the Services.
- 14.2. All software, programs, documents, information, data, ideas, concepts, know-how, techniques and other materials, things or items (including all Intellectual Property therein) supplied or provided by us, including without limitation the Software and Infrastructure, shall be and shall remain our exclusive property and you shall acquire no right, title or interest in or to the same and shall use such items solely for the purpose of receiving and using the Services.

15. **Confidentiality**

- 15.1. Each party shall keep the other's Information confidential and shall not divulge the same to any third party except for the purposes of the Contract or use it itself for any other purpose without the prior written consent of the other party, except as permitted by clause 15.2.
- 15.2. Each party may disclose the other party's Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. No party shall use any other party's Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16. **Data Protection**

- 16.1. We acknowledge that in providing the Services we may have access to data comprising "personal data" under the terms of the Data Protection Legislation.
- 16.2. We undertake that we will:
- (a) use any such personal data for the purpose of providing the Services and for uses connected to the Contract;

- (b) process the same only in accordance with your instructions;
 - (c) take appropriate technical and organisational measure to prevent unauthorised or unlawful processing, accidental loss or destruction of or damage to such personal data; and
 - (d) not transfer the whole or any part of the personal data outside the European Economic Area without your prior written consent and then only to states and/or processors having in place an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.
- 16.3. You undertake that you will not use the Services for any use which would be in breach of the Data Protection Legislation.

17. Our liability if you are a business

This clause 17 only applies if you are a business customer.

- 17.1. We only supply the Services for internal use by your business, and you agree not to use the Services for any resale purposes.
- 17.2. Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which liability may not be excluded or limited as a matter of law.
- 17.3. Subject to clause 17.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss or damage to property under surveillance;
 - (d) loss of business opportunity;
 - (e) loss of anticipated savings;
 - (f) loss of goodwill; or
 - (g) any indirect or consequential loss.
- 17.4. Subject to clause 17.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services:
- (a) paid by you during the term of the Contract, if such term is less than 12 months; or
 - (b) payable by you during the Year in which the act or omission giving rise to the liability arises, if the term of the Contract is 12 months or longer.

18. **Our liability if you are a consumer**

This clause 18 only applies if you are a non-business consumer.

- 18.1. We only supply the Services to you for domestic and private use.
- 18.2. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 18.3. We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other matter for which liability may not be excluded or limited as a matter of law.
- 18.4. Subject to clause 18.3, we will not be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any:
- (a) indirect or consequential loss;
 - (b) loss or corruption of data, information or software;
 - (c) loss or damage to property under surveillance;
 - (d) loss of profits;
 - (e) loss of business or goodwill;
- howsoever arising out of any problem you notify to us.
- 18.5. Subject to clause 18.3, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services:
- (a) paid by you during the term of the Contract, if such term is less than 12 months; or
 - (b) payable by you during the Year in which the act or omission giving rise to the liability arises, if the term of the Contract is 12 months or longer.

19. **Events outside our control**

- 19.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An **Event Outside Our Control** means any act or event beyond our reasonable control including, without limitation: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or

not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- 19.2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract we will contact you as soon as reasonably practicable and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 19.3. You may cancel the Contract if it is affected by an Event Outside Our Control which has continued for more than 60 days. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

20. Notices

This clause 20 only applies if you are a business customer.

- 20.1. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 20.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting or if sent by e-mail, one working day after transmission.
- 20.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 20.4. The provisions of this clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

21. Other important terms

- 21.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 21.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 21.3. Unless expressly provided otherwise in these Terms, no amendment or variation to the Contract shall be effective unless it is in writing and signed by each party.
- 21.4. This Contract is between you and us. No other person shall have any rights to enforce any of its Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 21.6. These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 21.7. If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 21.8. **If you are a consumer**, the Contract is governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 21.9. **If you are a business**, the Contract is governed by English law and you can only bring legal proceedings in respect of the Products in the English courts.