

These Conditions of Use (the "Conditions") set out the Terms and Conditions governing your use of the Internet Access Service (the "Service"), supplied by THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, Company No. SC192666, trading under either its' THUS or Demon brand (the "Company").

Conditions of Use for Internet Access Services

DEFINITIONS

Please note that some terms used in the Agreement have a certain meaning:

"**Agreement**" means the Conditions, the Order and the AUP;

"**Agreement Date**" means the earlier of (1) the date of signature of this Agreement by the second party or (2) the date on which the Company accepts an order or instruction from the Customer requesting the provision of Service;

"**Authorised User**" means, in relation to C-Billing, the individual(s) appointed by the Customer as responsible for the payment of the Company's online invoices and as granted access rights to the Customer's C-Billing;

"**Business Customer**" means that your use of the Service is for use by you in connection with your business or profession or trade or otherwise for use by a company, partnership, organisation or other entity for which you work or to which you provide professional services;

"**C-Billing**" means the online data access services provided, at the discretion of the Company, to the Customer to enable the Customer to access via the Internet the Customer's current and accumulated twelve (12) months of historic invoices, as derived from financial systems, and providing electronic billing facilities;

"**Consumer**" means that your use of the Service is for personal use only and you do not use the Service as a Business Customer;

"**Customer**" means the individual who submits or the organisation on whose behalf an Order for the Service is submitted and who agrees to receive the Service in accordance with the Agreement;

"**Effective Date**" means the date when we provide confirmation to you under Clause 2.3 and when the Agreement comes into effect;

"**Internet**" means the global data network comprising interconnected networks using TCP/IP ("**Transmission Control Protocol/Internet Protocol**");

"**LoginID**" means, in relation to C-Billing, the login identity allocated to each Authorised User by the Company;

"**Order**" means the request order by you for the Service, submitted by online or phoneline registration or by order form;

"**RIPE**" means the RIPE Network Coordination Centre, an organisation that maintains a database of European IP networks and their management information;

"**we**" "**us**" and "**our**" means the Company;

"**you**" and "**your**" means you, the Customer.

The Service, comprising the content, features and functionality are described at: <http://www.demon.net/demon/products/internetaccess/dialup/stdialup>. The Order details the price and other individual features of the request to receive the Service.

If you are a Consumer, you have a right to cancel the request or our acceptance of your Order for the Service, as detailed in Clause 6.1 of these Conditions.

These Conditions, together with the Acceptable Use Policy ("**AUP**"), explain our responsibilities to you and your responsibilities to us and to other users of the Service ("**Users**"). The AUP in particular outlines what we consider to be unacceptable use of the Internet by our customers so that we can take appropriate steps against abusers of the Internet. You can read the AUP at: <http://www.demon.net/helpdesk/aup/access.shtml>.

The AUP forms an integral part of the Agreement and, unless otherwise expressly stated, all references to the "**Agreement**" include reference to the Conditions, the Order and the AUP.

By your completion of the Order, you are deemed to have accepted the provisions of the Agreement, and confirmed to us that you have read, understood and accepted the Conditions including the Order and the AUP. If there is anything you do not understand, please contact us via our Customer Service Department: 0845 272 2666 between 8am and 11pm or email us at: customerservice@demon.net.

If you are a Consumer, you must be 18 years or older to register for the Service. By completing the Order for the Service, you confirm to us that you are 18 years of age or older.

1 NATURE OF SERVICE

1.1 The Service offers you access to the Internet over which we supply email, web, usenet news, messaging, chat and other functions and services. From time to time, we may alter the content, features and functionality made available as part of the Service, but we shall ensure that the overall quality, quantity and variety of the content, features and functionality remains consistent.

1.2 We will implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. You may choose to receive unsolicited commercial email at any time by 'opting out' at: <https://www.password.uk.demon.net/webpassword.cgi>.

2 PARTICIPATION IN THE SERVICE

2.1 To use the Service, you need to supply us with certain details when you submit your Order. We will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.

2.2 On our confirmed acceptance of your Order for the Service, we will ask you to set up a password and a security phrase (together being your "**Account**"). This is required so that we can identify you and make changes to your Service over the phone, having verified your identity. It is your responsibility to keep these confidential and not disclose them to any other person for any reason. If you disclose your password or security phrase you will be liable for any losses you incur if they are misused; we will accept your password or security phrase as authority to make any changes to your Service or Account. You are fully responsible for all action taken in respect of your Account whether or not the use is made by you or by someone else using your password.

2.3 The provisions of the Agreement are not binding on us unless and until we confirm to you acceptance of your Order.

3 AMENDMENT OF THE AGREEMENT

3.1 If the Company exercises its right to amend the Agreement or the Service, as detailed in Clause 3.2, you shall be entitled to terminate the Agreement by giving the Company at least seven days notice, provided that the amendment is:

3.1.1 to your detriment; and

3.1.2 not an amendment made by the Company in response to a statutory or regulatory change.

Your notice to terminate must be received by the Company before the amendment takes effect and must be provided in accordance with Clause 11. If you do not exercise this right to terminate, you will be deemed to have accepted such amendment, whether or not you continue to use the Service after any amendment takes effect.

3.2 We reserve the right, subject to the provisions of Clause 19.2, to amend:

3.2.1 the Agreement (including the AUP, and the fees for the Service); and/or

3.2.2 the Service and/or the way the services are delivered to you at any time.

If we do so, we will provide you with at least 30 days notice of any amendment before the amendment takes effect. In the case of an increase to the fees for the Service, this amendment will take effect no earlier than the expiry of the minimum period of the Service, as set out in Clause 5.1.

4 YOUR DETAILS

4.1 It is your responsibility to keep the personal data that you provide to us up to date. We may send notices or other information to you at the address/es you give us.

4.2 You warrant and undertake to us that all of your personal data, payment and contact details are accurate and complete and that you will notify us immediately of any change to your personal data, by sending us an email to: customerservice@demon.net.

4.3 You will keep your passwords and security phrases secret and will not disclose them to third parties for any purpose. You must notify us of and change any password or security phrase which you believe may have been compromised.

4.4 You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency which may retain a record of the search. You hereby expressly authorise us to make such disclosures.

5 FEES, SUBSCRIPTION AND PAYMENT

5.1 Your subscription to the Service is for a minimum period of 12 months, commencing on the Effective Date, and shall be automatically renewable for additional 12 month periods.

5.2 The fees and payment methods for the Service have been detailed to you on the Order by online or phoneline registration. Subscriptions for the Service are annual and payable in advance and therefore you must pay for each 12 month period for which you wish to receive the Service at the start of such 12 month period. We may however, in our sole discretion, allow you to pay monthly in advance. Such decision may be amended or revoked by us at any time by giving you written notice to that effect. No invoice or receipt will be issued for this monthly concession, but you can request a statement of payment regarding your monthly payments.

5.3 We reserve the right to increase or decrease the fees for the Service from time to time. Details of any such increase or decrease shall be notified in accordance with Clause 3.2 of the Agreement and your right to cancel the Service as set out in Clause 3.1 shall apply.

6 RIGHT TO CANCEL

- 6.1 If you are a Consumer, and provided that your Account remains inactive for 7 days from the Effective Date, you may cancel the Service at any time during such 7 day period without incurring any obligation or liability to us. We will refund all monies you have paid to us within 30 days of receipt of your notification that you wish to cancel. If you choose to do this, please telephone us on: **0845 270 2666**. Alternatively, you can write to us indicating your intention to cancel and either, (a) send it to us at: Customer Services, THUS plc, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ (b) leave it at the above address (c) send it by facsimile to: **01702 214 651** or (d) send it by email to: **customerservice@demon.net**.

You cannot cancel pursuant to this Clause 6.1 once you have used your Account e.g. by taking action under your password.

- 6.2 You may cancel the Service at any time, on not less than 7 days' notice, by either:
- telephoning us on: **0845 270 2666** between 9am and 5pm Monday to Friday excluding public holidays, quoting your security phrase together with either your hostname or account number when asked; or
 - sending an email to us at: **customerservice@demon.net** from your Account to be cancelled, requesting the cancellation.

We will then refund the payment pro-rata for each complete month of the Service for which you have paid falling after the 7 day notice period.

7 BREACH OF THE AGREEMENT

- 7.1 If you are a Business Customer, we shall investigate any suspected or alleged breach of the Agreement or any suspected compromise to our network systems or security, and in doing so we will act reasonably and fairly at all times.
- 7.2 We reserve the right to take any action we deem appropriate and proportionate to the breach of the Agreement.
- 7.3 If we decide that you have breached the Agreement, we will use reasonable endeavours to ensure that you are made aware of the breach without suspension or cancellation of the Service. However it may be necessary due to the severity of the breach to suspend or cancel the Service whilst details of the breach are investigated further. We reserve the right to suspend or cancel your Account at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.
- 7.4 If you are a Consumer, we shall investigate any suspected or alleged breach of the Agreement and in doing so we will act reasonably and fairly at all times. We reserve the right to take any action we deem appropriate and proportionate to the breach of the Agreement. If we decide that you have breached the Agreement, we will give you 7 days notice of our intention to suspend or cancel the Service and, if the breach is capable of remedy by you, you will have the opportunity to remedy the breach before the end of the 7 day notice period. If the breach is incapable of remedy, or you fail to remedy it, we reserve the right to suspend or cancel the Service at our sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service. Particular examples of breaches which are incapable of remedy include failure to pay any sum when properly due, jeopardising or compromising the security or integrity of our network and serious breach of the AUP, including, for example, the posting or transmission of defamatory content through or in connection with the Service.
- 7.5 For both a Business Customer and a Consumer, without limitation, you expressly authorise us to use your personal data and other Account information in connection with any investigation in terms of Clauses 7.3 and 7.4, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

In addition, you expressly agree that the personal data and Account information may be used by us for the purpose of maintaining the quality and the integrity of the network of THUS plc, including the Demon brand.

8 DATA PROTECTION

- 8.1 We may retain, and use, your personal data for the following purposes:
- 8.1.1 provision of the Service to you;
 - 8.1.2 keeping of a record for a reasonable period after termination of your Service;
 - 8.1.3 operation and enforcement of the Agreement;
 - 8.1.4 technical maintenance, and maintaining quality of the Service; and also for the purpose of maintaining the quality and the integrity of the network of THUS plc, including the Demon brand;
 - 8.1.5 providing you with information about other services we offer, subject to your right to 'opt out' of receiving such information;
 - 8.1.6 transferring it to another company in the event of a sale of the Company; or
 - 8.1.7 legal compliance.
- 8.2 Without limitation, you expressly authorise us to use your personal data and other Account information in connection with any investigation in terms of Clause 7.4, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

9 ACCESS CONDITIONS

- 9.1 The Service is accessed via a telecommunications dial-up connection. The Agreement does not include the provision of telecommunication services necessary for connection to the Service. You are responsible for making a separate application for the appropriate service and for complying with the conditions applicable to it.
- 9.2 You may only access the machines and the specific ports listed in the current list of service machines which may be found at: <http://www.demon.net/helpdesk/technicallibrary/faq/config>. Unauthorised use of the Company's equipment may be a criminal offence under current legislation.

10 LINKS

We may include links from time to time from the Service to other Internet sites. We have no control over the content of such sites and disclaim any liability in respect of your use of such sites. You may wish to use one of the available filtering software products to help prevent access to certain Web content. If you would like suggestions as to packages available then contact us on: **0845 272 2666** or by email: **customerservice@demon.net**.

11 COMPLAINTS, DISPUTES AND NOTICES

- 11.1 You may send us any complaints with the Service
- 11.1.1 by post to: Customer Services, THUS plc, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ;
 - 11.1.2 by telephone, and you must quote your security phrase, on: **0845 272 2666**;
 - 11.1.3 by fax on: **01702 214 651**;
 - 11.1.4 by email from your Account to: **customerservice@demon.net**; or
 - 11.1.5 by email from elsewhere, in which case you must quote your address details including your postcode and your security phrase giving enough details for us to identify your Account.
- 11.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received, and thereafter retain, an acknowledgement from us. This will normally be sent within 7 working days of our receipt of your notice. If you have not received an acknowledgement within 7 working days you must advise us accordingly. This Clause does not apply to notices sent to the Company regarding abuse of the Internet, for which reference should be made to the AUP at: <http://www.demon.net/helpdesk/aup/access.shtml>.
- 11.3 Unresolved complaints, and settlement of disputes in respect of the Agreement, will follow our escalation procedure as set out in the THUS Code of Practice, a copy of which can be viewed at: <http://www.demon.net/static-content/product-brochures/codeofpractice.pdf> or obtainable from the address in Clause 11.1.1.
- 11.4 Any notice required under the Agreement must be served as follows:
- 11.4.1 to the Company by letter sent or delivered to: SDU/PC Notices, THUS plc, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ (or such other address as we may notify you from time to time).
If the notice relates to termination of this Agreement please also send or deliver a copy of the notice to: THUS plc, Upgrades, Modifications and Cancellation Department, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ, UK.
ANY NOTICE SERVED BY YOU ON THE COMPANY MUST INCLUDE CLEAR INSTRUCTIONS AND, UNLESS YOU ARE A CONSUMER, IT MUST BE ON YOUR COMPANY HEADED NOTEPAPER;
 - 11.4.2 to you:
 - (a) by letter sent or delivered to your address, as notified by you to us from time to time; or
 - (b) by email to your email address, (where your email details have been provided to the Company) or, where applicable, to your postmaster account (details of which are included in the AUP).
- 11.5 Notices served in accordance with the Agreement will be deemed to have been duly given and received as follows:
- 11.5.1 if personally delivered, upon delivery at the address of the relevant party;
 - 11.5.2 if sent by first class post, two business days after the date of posting;
 - 11.5.3 if sent by second class post or airmail, five business days after the date of posting;
 - 11.5.4 if sent by fax, when successfully transmitted to the other party (as detailed by the relevant facsimile confirmation sheet);
 - 11.5.5 if sent by email, upon sending to the email addresses specified in this Clause 11, provided that, if in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made outside normal working hours, such notice, demand or other communication will be deemed to be given or made on the next business day.

12 LEVEL OF SERVICE

We will use our reasonable endeavours to maintain the Service. The Service is subject to change from time to time. If any part of the Service through no fault on our part cannot be used by you, or where a failure, suspension or withdrawal of all or part of the Service is beyond our reasonable control, compensation will not be payable. Should any part of the Service be unavailable for any other reason for a period of 24 consecutive hours or more and during that time we are unable to provide suitable alternative services, we will extend the period for which you have paid free of charge for the same number of part or full day(s) that the Service remains unavailable.

13 LIMITATIONS OF LIABILITY

- 13.1 Nothing in the Agreement shall exclude or limit our or your liability for (a) death or personal injury resulting from the negligence of either of us or our servants, agents or employees or (b) fraud.
- 13.2 Subject to Clauses 7, 13.1 and 17, your and our liability in contract, tort (including liability for negligence) or otherwise arising in connection with the Agreement shall be limited to £10,000 for any event or related series of events and £25,000 for all events in any period of 12 months.
- 13.3 Subject to Clauses 13.1 and 17, neither of us shall be liable in contract, tort (including liability for negligence), or otherwise arising in connection with the Agreement for:
- 13.3.1 any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
 - 13.3.2 any loss of goodwill or reputation;
 - 13.3.3 any special, indirect or consequential losses; or
 - 13.3.4 any destruction or loss of data

in any case, whether or not such losses were within the contemplation of either of us at the Effective Date, suffered or incurred by either of us arising out of or in connection with the provisions of any matter under the Agreement.

- 13.4 To the fullest extent permissible under law, except as set out in the Agreement, each of us excludes all conditions, warranties, representations (other than fraudulent misrepresentations) and warranties relating to the Service, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in the Agreement including, without limitation, implied conditions of satisfactory quality and fitness for a particular purpose. This Clause does not affect any statutory or other rights available at law to consumers.
- 13.5 Each provision of this Clause 13 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of the Agreement.

14 YOUR OBLIGATIONS

- 14.1 You shall comply with the Agreement and act lawfully and honestly at all times in order to be able to continue to receive the Service.
- 14.2 You shall not share use of the Service, or any part of it, with any other person except:
- 14.2.1 if you are a Consumer, members of your household at the same address; or
- 14.2.2 if you are a Business Customer, your employer or employees or other people with whom you work at the same address; or
- 14.2.3 where previously specifically agreed with us in writing.
- 14.3 You shall procure that any person with whom you share use of the Service under Clause 14.2 complies in full with the Agreement as if they were an original party to them. You are responsible for any misuse of the Service or any breach of the Agreement by anyone with whom you share the Service.
- 14.4 If you are a Business Customer, you may not make any unauthorised commercial use of the Service. Without limitation, this means that you may not make the Service available as part of a network or access or run it simultaneously from or on more than one operating unit. You agree to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit us to review and evaluate such records from time to time to ensure your compliance with your obligations in this Clause 14.4.
- 14.5 If you are a Consumer, the Service is supplied to you for your personal use. You may not commercialise it or use it in connection with any occupation, business, profession or trade without our prior written consent.
- 14.6 Where you use the Service to reach networks and services not operated by us, you will abide by the Acceptable Use Policies or Terms and Conditions imposed by the operators of those networks and services.

15 DISCLAIMER OF WARRANTIES

- 15.1 You agree that your use of the Service is at your sole risk.
- 15.2 The Service is provided to you on an "as is" and "as available" basis and to the fullest extent permitted by applicable laws we exclude all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it.
- 15.3 We make no warranty that the Service will meet your requirements, that the Service will be uninterrupted, timely, secure, or error free or will operate as contemplated in the Agreement, nor that defects, if any, in the Service will be corrected.
- This Clause 15 does not affect any statutory or other rights available at law to consumers.

16 INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all copyrights (including rights in software), trade marks, database rights, patents, inventions and other intellectual property rights in and relating to the Service are owned by us and our licensors. Nothing in the Agreement shall transfer ownership or any aspect of ownership in these rights to you.

17 INDEMNITY

- 17.1 If you are a Business Customer, you agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from (a) any breach of the Agreement by you or through parties using your Account, and (b) any transmission or receipt of any content or message which you have requested or made using the Service.
- 17.2 If you are a Consumer, you must indemnify us against all losses and claims arising from any breach of the Agreement by you and against any claims or legal proceedings arising from the use of the Service under the Agreement (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person.

18 C-BILLING

- 18.1 The Customer's Authorised User will be allocated an individual LoginID and password by the Company to enable access to C-Billing.
- 18.2 The Authorised User shall not share use of C-Billing or any part of it with any other person including, if the Authorised User is a company, any person who is an officer or contracted to the company, whether directly or indirectly, other than in accordance with these Conditions.
- 18.3 The Authorised User must not operate C-Billing in a way that does not comply with these Conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to its knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by the Company, or operate or attempt to operate C-Billing in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to C-Billing, without the prior written consent of the Company.

- 18.4 The Authorised User shall maintain the security of its allocated LoginID and password and will not disclose such to any third party for any purpose other than in accordance with these Conditions. The Authorised User shall immediately notify the Company and change any password which may have been compromised, or is reasonably believed to have been so compromised.
- 18.5 The Company shall not be liable in contract, tort (or delict) pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with C-Billing for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the Customer at the Agreement Date, suffered or incurred by the Customer arising out of or in connection with these Conditions or C-Billing.
- 18.6 Without prejudice to its rights and remedies, the Company may terminate C-Billing, or any part of it, forthwith in the event that the Customer or the Authorised User is in material breach of these Conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if the Company is no longer authorised to operate the Company telecommunications system.
- 18.7 Without prejudice to its rights and remedies, the Company may at its sole discretion elect to suspend provision of C-Billing forthwith until further notice if it is entitled to terminate it or if the Customer or the Authorised User is in breach of these Conditions or if the Company is obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing C-Billing is withdrawn, revoked or otherwise ceases to have effect.

19 MISCELLANEOUS PROVISIONS

- 19.1 The Agreement (including, for the avoidance of doubt, the Order and the AUP) contains the entire agreement between us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals (whether written or oral) between us in relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of the Agreement, including any information received via our Customer Service Department. Each of us confirms that, in agreeing to enter into the Agreement, neither of us has relied on any representation except as has been expressly set out in the Agreement and we both agree that neither party shall have any remedy in respect of any misrepresentation which has not become a term of the Agreement, except in respect of any fraudulent or negligent misrepresentation, whether or not such has become a term of the Agreement.
- 19.2 You shall, at all times, comply with the AUP. We reserve the right, in accordance with Clause 3, to amend the AUP at any time. You will be notified in accordance with Clause 11 that we intend to make this amendment, the details of which will be posted on the www.demon.net website at a location to be notified at the time. It is your responsibility to regularly check this web site for details of any amendments. A written copy of the current AUP may also be obtained by written request to the: Network Abuse Manager, THUS plc, Gateway House, 322 Regents Park Road, Finchley, London N3 2QQ.
- 19.3 Except as set out in Clause 14.2, you may not share with any other party your rights or obligations under the Agreement.
- 19.4 We reserve the right to assign or sub-contract any or all of our rights and obligations under the Agreement without your further consent to such assignment or subcontract.
- 19.5 You agree not to make use of anyone else's personal details other than as provided for by Clause 14.2 and as strictly necessary to participate in the Service.
- 19.6 Any hostname, IP or other network addresses allocated by the Company to you are for use only in connection with the Service and all rights in such addresses belong to the Company and shall revert to the Company upon termination of this Agreement. IP addresses are assigned in accordance with the guidelines laid down by RIPE.
- 19.7 Failure by either of us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.
- 19.8 We shall not be deemed to be in breach of the Agreement or otherwise liable for any delay in performance or any failure to perform any obligations under the Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or failure is due to circumstances beyond our reasonable control.
- 19.9 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, we both nevertheless agree to give effect to our intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect and this shall not effect the enforceability of any remaining provisions of the Agreement.

20 GOVERNING LAW AND JURISDICTION

- 20.1 The Agreement and the Service shall be governed by English law and we both submit to the non-exclusive jurisdiction of the courts of England.