

These terms and conditions ("the Conditions") govern the provision of the Services, as defined below. The Services are supplied by THUS plc, (Company Number SC192666) whose registered office is 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR ("the Company"), under the brand name of Demon.

## Demon Web Hosting

### Terms and Conditions – Promotion

The display of the Services on the Demon website, as defined below, constitutes an invitation to treat by the Company.

The Conditions and the AUP, as defined below, explain the Company's responsibilities to the Customer and the Customer's responsibilities to the Company and to other users of the Internet. The AUP in particular outlines what the Company considers to be unacceptable use of the Internet by its customers and is necessary in order to enable the Company to take appropriate steps against abusers of the Internet.

#### 1 DEFINITIONS AND INTERPRETATION

1.1 In the Conditions the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"**Acceptance Email**" means the electronic mail sent by the Company to the Customer accepting the Customer's Order and confirming the details of the Order together with such other information as necessary;

"**Additional Services**" means any services, from the existing options, which are made available to the Customer during the Term of the Agreement, in addition to the Services already being provided;

"**Agreement**" means the agreement between the Company and the Customer, comprising: (1) in the case of an Order submitted online, these Conditions, the AUP, the Order Form and the Acceptance Email insofar as the terms of the Acceptance Email are not inconsistent with the Order Form; and (2) in the case of an Order submitted by telephone, these Conditions, the AUP and the Acceptance Email;

"**Agreement Date**" means the date on which the Company sends an Acceptance Email to the Customer accepting an Order;

"**AUP**" means the acceptable use policy, entitled THUS Acceptable Use Policy and displayed on the Demon website and which may be amended by the Company from time to time;

"**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;

"**Back Up Services**" means those services offered by the Company whereby, upon the Customer giving the Company reasonable notice, the Company will make a copy of the Customer Website

"**Bit**" means the unit of computer processor storage and real virtual memory capacity;

"**Business Day**" means a day (other than a Saturday or Sunday) on which the clearing banks are open for business in the City of London;

"**Byte**" means 8 Bits;

"**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;

"**Customer**" means the person(s), firm or company whose details are set out in the Order Form and/or the Acceptance Email and by whom or on whose behalf this Agreement is entered into;

"**Customer Website**" means the website of the Customer hosted by the Company in terms of this Agreement;

"**Database Capacity Limit**" means the limit upon the space allocated for the MySQL database tables, where MySQL is an open source database package;

"**Data Transfer Limit**" means the limit upon the amount of data that can be downloaded from the site over a specified period of time;

"**Demon Website**" means a website of the Company, which is accessible at: [www.demon.net](http://www.demon.net);

"**Fees**" means the fees set out in the Order Form and/or the Acceptance Email, payable either annually or monthly by the Customer in consideration for the Services together with any other charges made pursuant to this Agreement;

"**Gigabyte**" means 1,000 Megabytes;

"**Hard Quota Amount**" means (1) in the case of the Web Space Limit, at least 30 Megabytes above such limit; or (2) in the case of the Database Capacity Limit, at least 25 Megabytes above such limit;

"**Initial Period**" means the period of six (6) months from the Agreement Date;

"**Internet**" means, in relation to C-Billing, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

"**Kilobyte**" means 1024 Bytes;

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

"**Megabyte**" means 1,000 Kilobytes;

"**Minimum Period**" means the period of twelve (12) months from the date of expiry of the Initial Period;

"**Order**" means the order for the Services submitted by the Customer, either online or by telephone which is submitted subject to the Customer agreeing to comply with these Conditions;

"**Order Form**" means the form displayed on the Demon Web Site which is completed by the Customer online or in the case of a Customer who is submitting an Order by telephone, the online form which is completed by an employee of the Company during the course of the telephone call with the Customer, the contents of which are confirmed in the Acceptance Email;

"**Server**" means any server owned or operated by the Company;

"**Services**" means the provision of the Web Space by the Company on one of its Servers to store the Customer's Web Site including the installation of the Customer's Web Site on the Company's Server, details of which are specified in the Order Form and/or the Acceptance Email together with details of any other service option, as may be amended and/or updated from time to time in accordance with the Agreement;

"**Soft Quota Amount**" means (1) in the case of the Web Space Limit, at least 10 Megabytes above such limit; (2) in the case of the Data Transfer Limit, at least 1 Gigabyte or at least 3 Gigabytes above such limit, depending on the type of Services being provided; or (3) in the case of the Database Capacity Limit, at least 1 Megabyte above such limit;

"**Standards of Service**" means a document which, depending on the types of Services requested by the Customer, may be provided to the Customer and which contains certain information and targets relating to the provision of the Services;

"**Term**" means the Initial Period followed by the Minimum Period and continuing thereafter unless and until terminated in accordance with Clause 10.1;

"**Upgrade**" means an upgrade to the Services by making available to the Customer additional Web space and increasing the Data Transfer Limit, and in some instances making available other Additional Services, where such an upgrade will result in the Customer paying additional Fees as appropriate;

"**Web Commerce Services**" means the product entitled Web Commerce, which is available from the Company and which may constitute part of the Services;

"**Website**" means a site at which text, graphics, data, files and information are stored electronically and access to which is made available to third parties via the Internet;

"**Web Space**" means the amount of disk space allocated for the purposes of publishing a website;

"**Web Space Limit**" means the limit on the capacity of server data storage space.

#### 2 CONSTITUTION OF CONTRACT

2.1 For the avoidance of doubt, the terms of this Agreement are not binding on the Company unless and until the Company sends confirmation of its acceptance to the Customer in the form of the Acceptance Email.

2.2 The Company may require to change the terms of the Conditions or AUP from time to time during the Term of the Agreement. In such an event, reasonable notification will be given by the Company by the posting of any amended Conditions or AUP on the Demon Web Site. It is the responsibility of the Customer to regularly check for any such notification. Following such notification, if the Customer does not wish to accept such change, the Customer may terminate the Agreement at any point during the Term by giving thirty days written notice to the Company. If the Customer continues to use the Services following any changes having taken effect, such use of the Services will be deemed to constitute acceptance of any changes and the Customer will be bound by any new terms for the remainder of the Term.

2.3 If the Customer is not a business but is instead using the Services for personal use only, the Customer has the right to cancel the Services within 7 days of the Agreement Date. All other Customers have the right to cancel the Services within 5 days of the Agreement Date. Use of the Services during any such period of cancellation will act as a waiver of such right to cancel. In addition, use of the Services by any Customer during or following any such period of cancellation will act as further confirmation that the Customer agrees to comply with the terms of the Agreement.

#### 3 CUSTOMERS' OBLIGATIONS

3.1 The Customer represents that it has the power and authority to enter into the Agreement and that in using the Services it will comply with this Agreement, any applicable legislation or licence and in particular, applicable data protection legislation.

- 3.2** The Customer is responsible in all respects for the content of the Customer Web Site and hereby undertakes that the pages displayed on the Customer Web Site do not and will not violate any applicable law and that it shall at all times comply with the AUP, the provisions of which are hereby incorporated into the Agreement as if the same were set out in these Conditions. The Customer must ensure that any page on the Customer Web Site liable to offend or containing links to adult material must display a clearly readable warning page on any path of links from the index page of any directory to such material, so that anyone following such a path will receive a clear warning, as to the nature of its contents, before the material is displayed.
- 3.3** The Customer undertakes and warrants to the Company that it will only use the assigned Web Space for lawful purposes. In particular, the Customer warrants that it will not, nor will it authorise or permit any other party to use the Server in violation of any law or regulation and it will not recklessly link to or transmit any material containing a virus or other potentially damaging computer programme.
- 3.4** The Customer shall obtain and be responsible for obtaining and complying with all necessary permissions or consents in respect of any works that it includes on the pages of the Customer Website. In addition, the Customer warrants to the Company that by using the Services and by hosting the Customer Web Site, neither the Customer nor the Company respectively will be infringing any third party intellectual property rights.
- 3.5** When submitting an Order, the Customer shall provide the Company with an up to date administration address, being an address in the UK at which service of proceedings will be received on its behalf or in the case of a limited company the registered office address, and shall inform the Company immediately of any changes to such address. The Customer must keep the Company advised of any other relevant contact details (including email addresses) which may be necessary in order that the Company can easily notify the Customer of information concerning the Services.
- 3.6** Other than where, as part of the Services, the Company has agreed to provide Back up Services, the Customer is responsible for Back up of its own files. The Customer shall be responsible for maintaining any insurance cover in respect of any loss or damage to data stored on the Server.
- 3.7** The Customer will be responsible for keeping all identification details, password details and other confidential information relating to the Services safe and secure and will notify the Company immediately of any unauthorised use of the Services or any breach of security, loss, theft or disclosure of any identification details, password details or confidential information.

#### **4 COMPANY'S RIGHTS AND OBLIGATIONS**

- 4.1** The Company shall use reasonable endeavours to perform the Services and shall, as soon as reasonably practicable following receipt of an Order, provide the Customer with a user identification, password for the Web Space and Web Site support telephone number. The Company accepts no liability in respect of any loss incurred as a result of disclosure of the Customers' password.
- 4.2** The Company gives no warranty that access to its Server and the Customer's Web Site shall be uninterrupted or error-free. For the avoidance of doubt, any standards relating to the availability of the Services contained in the Standards of Service are targets. While the Company shall use reasonable endeavours to achieve the targets, any failure by the Company to achieve the targets shall not constitute a breach of contract. The Company accepts no liability for any loss whatsoever, suffered by the Customer, in the event that the Services are interrupted, are not error free or if the Company fails to achieve any targets as set out in the Standards of Service.
- 4.3** During the Term of the Agreement, the Company shall make available to the Customer the Web Statistics. The Company shall use reasonable endeavours to ensure that the Web Statistics are accurate but the Company accepts no liability for any loss whatsoever, suffered by the Customer, as a result of its reliance on the content of the Web Statistics.
- 4.4** By submitting an Order the Customer provides the Company with certain personal information or data. It is the responsibility of the Customer to keep the personal data provided to the Company up to date. The Company will comply with all applicable data protection legislation. Any personal data will not be passed to third parties without the prior consent of the Customer other than as set out below. If the Customer breaches the Agreement or otherwise jeopardises or compromises the integrity of the Company's network, the Company may take whatever steps it considers appropriate, to investigate and resolve any such matter. Without limitation, the Customer authorises the Company to use the Customer's personal data and other information relating to the use of the Services in connection with any such investigation, including by disclosing it to any third party which has a legitimate interest in any such investigation or outcome.
- 4.5** The Customer may be subject to a standard credit check. The information that the Customer provides may be disclosed to a licensed credit reference agency which will retain a record of the search, and the Customer authorises the Company to make such disclosures.
- 4.6** The Company will implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. The Customer may choose to receive unsolicited commercial email at any time by 'opting out' at:  
<https://www.password.uk.demon.net/webpassword.cgi>.

#### **5 EXCEEDING LIMITS**

- 5.1** When submitting an Order, the Customer will select the type of Services which it requires and in particular the Customer will specify, from the available options, the level of Web Space sought. Depending on the type of Services selected and in line with the amount of Web Space required the Customer will also be subject to an appropriate Web Space Limit, Data Transfer Limit and in certain circumstances a Database Capacity Limit ("**the Limits**"). In the event that the Customer, during the Term, exceeds its allocated Limits, the Company will be entitled to do the following:
- 5.1.1** Where the Customer is exceeding any one of the Limits by the relevant Soft Quota Amount, the Company shall inform the Customer of this by email ("**Initial Email**"). The Initial Email shall request that the Customer rectify the situation by either complying with the Limits or by requesting an Upgrade within a period of 14 days from the date of the Initial Email. In the event that the Customer fails to request an Upgrade and continues to exceed any one of the Limits at the end of the 14 day period, the Company may automatically apply an Upgrade to the Customer's Services. Such Upgrade will occur no sooner than 14 days following the date of the Initial Email. Once an Upgrade has been effected the Customer will be liable to pay any additional Fees to the Company as applicable.

- 5.1.2** Where the Customer is exceeding either the Web Space Limit or the Database Capacity Limit by the Hard Quota Amount, the Company shall be entitled to suspend the Services with immediate effect. Such suspension will be notified to the Customer by email. Following such suspension, the Customer shall contact the Company to advise whether it wishes to request an Upgrade or remedy the situation by complying with either the Web Space Limit or Database Capacity Limit. During any such period of suspension and for the remainder of the Term, the Customer will be liable to pay to the Company all Fees due.

#### **6 FINANCIAL PROVISIONS**

- 6.1** The Customer shall pay to the Company the Fees in advance, on either a monthly or annual basis, using one of the methods as specified in the Order Form and/ or in the Acceptance Email. Payment will be due on the date as specified on the invoice or in the case of payment by credit card or direct debit, such date as advised to the Customer by the Company ("**Due Date**").
- 6.2** All charges of the Company are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 6.3** If payment is not made on the Due Date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount both before and after any judgement at an annual rate of 3 per cent above the base rate of The Royal Bank of Scotland plc from time to time and such interest shall accrue from the Due Date until the outstanding amount is paid in full.
- 6.4** The Company shall be entitled to review the Fees, from time to time, and shall notify the Customer of any increase in the Fees. Following such notification, the Customer shall be entitled, within 7 days of such notification, to terminate the Agreement with immediate effect. Any use of the Services by the Customer following such notification will be deemed to be acceptance of the new Fees and will act as a waiver of the Customer's right to terminate.
- 6.5** In the event that any Additional Services are provided to the Customer, the Customer shall be obliged to pay any increased Fees which shall be applied from the date that such Additional Services are provided.

#### **7 DOMAIN NAMES REGISTRATION SERVICE AND WEB COMMERCE SERVICE**

- 7.1** Where the Service includes registration of one or more domain names, the Customer agrees to be subject to the Company's Domain Names Registration Service Conditions of Use. The Company reserves the right to amend and/or update the Domain Names Registration Service Conditions of Use from time to time. A copy of the current version of the Domain Names Registration Service Conditions of Use is available at:  
<http://www.demon.net/helpdesk/producthelp/tandc/domains/index.html>.

#### **8 COMPANY'S REMEDIES**

- 8.1** Notwithstanding the provisions of Clause 10.2, in the event that the Customer's Web Site is in breach of the AUP or the Company for whatever reason decides it is necessary or in its best interests to do so (including if the Customer is in breach of its obligations or fails to pay the Fees) the Company shall be entitled to:
- 8.1.1** suspend or bar access to the Customer's Web Site until any breach is remedied or the Customer pays any outstanding Fees or for such reasonable period as the Company considers fit; and
- 8.1.2** remove all or any part of the Customer's Web Site from the Company's Server and/or delete all or any data, files or other information that is stored on the Server on which the Customer's Web Site is stored.

During the Term of the Agreement, the Company reserves the right (in its sole discretion and without prior notice) to suspend use by the Customer of any component part of the Services which may be having a detrimental effect on the Services as a whole.

#### **9 WARRANTIES AND LIABILITIES**

- 9.1** The Company does not give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of any goods or other services supplied by a third party, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or services to the Company.
- 9.2** The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any exercise of the Company's rights or remedies under the Agreement including without limitation: **(1)** the suspension of access to the Customer's Website **(2)** the deletion, corruption, loss or removal of data, files or material stored on the Customer's Website **(3)** the removal of the Customer's Web Site from the Server; **(4)** any actions taken by the Company on instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival; **(5)** any other fault of the Customer; or **(6)** loss or destruction of data from the use of email as part of the Services.
- 9.3** Nothing in this Agreement shall exclude or limit liability for: **(1)** death or personal injury resulting from the negligence of either party or their servants, agents or employees; or **(2)** fraud.
- 9.4** Except as expressly provided in the Agreement, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), any implied warranty, condition or other term, any duty at common law or under the express terms of any contract, for any: **(1)** economic loss (including without limitation, loss of profit, revenue, contracts, business or anticipated savings); **(2)** any loss of goodwill or reputation; or **(3)** any indirect, special or consequential loss, damage, costs, expenses or other claims, (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the Services hereunder or their use by the Customer. The entire liability of the Company under these Conditions shall not exceed the proportionate amount of the Fees paid during the initial period of twelve months from the Agreement Date. Such amount shall be the maximum limit in respect of the aggregate of all claims made during the initial period of twelve months from the Agreement Date or during any subsequent twelve month period thereafter.

## 10 TERMINATION

- 10.1 The Agreement shall continue in force for the Term provided that the Customer shall be entitled to terminate the Agreement at any time during the Initial Period by sending a cancellation request to: [customer.service@demon.net](mailto:customer.service@demon.net) and completing and returning the cancellation form that will be sent to the Customer by return. The Customer shall thereafter be entitled to terminate the Agreement following expiry of the Minimum Period by giving to the Company not less than 30 days' written notice of termination.
- 10.2 Notwithstanding the provisions of Clause 10.1, either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:
- 10.2.1 that other party commits any breach of any of the provisions of the Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty days after receipt of a written notice giving particulars of the breach requiring to be remedied; or
- 10.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party; that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; that other party goes into liquidation or becomes bankrupt; the other party ceases or threatens to cease to carry on business or anything analogous to the foregoing under the law of any applicable jurisdiction occurs in relation to that other party.
- 10.3 Upon termination of the Agreement for whatever reason, the Company shall delete the Customer's Website from its Server without any liability whatsoever.
- 10.4 Termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to thereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision on or after such termination.
- 10.5 Upon termination of the Agreement for whatever reason all due or outstanding Fees and expenses owed by the Customer to the Company shall forthwith become due and payable. For the avoidance of doubt, if the Customer terminates the Agreement prior to the end of the Minimum Period, the Customer shall be required to pay all Fees due until the end of such Minimum Period save where the Agreement is terminated during the Initial Period in which case the Customer shall only be liable to pay any outstanding fees in respect of any Upgrade(s) ordered during such Initial Period together with any administration fee payable under Clause 10.6.
- 10.6 Where the Customer terminates this Agreement during the Initial Period the Company reserve the right to charge the Customer an administration fee of £30.00 for the transfer of the Domain Names (as the term is defined in the Domain Name Registration Services Terms and Conditions) to an alternative Internet service provider.

## 11 MISCELLANEOUS

- 11.1 This Agreement constitutes the entire agreement between the parties as to the subject matter of the Agreement and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the provision of the Services.
- 11.2 The Company shall not be liable to the Customer for any loss arising from or in connection with any representations or undertakings made prior to the Agreement Date, unless fraudulent.
- 11.3 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 11.4 The Customer shall not be entitled to sell, lease, sub-licence, assign or transfer the Agreement nor all or any of its rights and obligations hereunder without the prior written consent of the Company.
- 11.5 The Company reserves the right to assign or sub-contract any or all of its rights and obligations under this Agreement without the customer's consent.
- 11.6 The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 11.7 In the event of there being a conflict between the terms of these Conditions and the terms of the AUP, the AUP shall take precedence. Where an Order has been submitted online, in the event of a conflict between the terms of the Acceptance Email and the terms of the Order Form, the Order Form shall take precedence.
- 11.8 The Agreement does not and is not intended to create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that a person who, under Clauses 11.4 and 11.5 above, is a permitted successor or assignee of the rights or benefits of a party, may enforce such rights or benefits.

## 12 NOTICE

All communications with respect to the Agreement shall be in English and in the case of a notice addressed to the Company, shall be delivered by hand or sent by first-class post to the Company at its registered office address. In the case of a notice addressed to the Customer, it shall be delivered to such address as notified to the Company in terms of Clause 3.6, by first class post, by facsimile transmission or sent by electronic mail. Communications shall be deemed to have been received within two Business Days (if sent by first-class post) and on the day on which a facsimile transmission or electronic mail is sent or on the date of service in respect of a notice delivered by hand.

## 13 INDEMNITY

The Customer hereby undertakes that it will, without prejudice to any other right of action which the Company may have, at all times keep the Company fully and effectively indemnified against any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, demands, actions, damages, legal and other fees and expenses on a full indemnity basis) which the Company may suffer or incur as a result of, or by reason of: (1) any breach or non-fulfilment of any of the Customer's obligations under the Agreement; (2) any breach of third party intellectual property rights by the Customer; or (3) the Customer's use of the Services.

## 14 C-BILLING

- 14.1 The Customer's Authorised User will be allocated an individual LoginID and password by the Company to enable access to C-Billing.
- 14.2 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 of or contracted to the company, whether directly or indirectly, other than in accordance with these Conditions.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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's telecommunications system.
- 14.7 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.

## 15 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of England. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.