

## Target360's Customer Terms and Conditions in respect of the use of the Target360 Services

### 1. INTERPRETATION

- 1.1 **Definitions.** In these Conditions, the following definitions apply:
- Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, as further described in clause 3.2.
- Business Day:** any day which is not a Saturday, Sunday or public holiday in the UK.
- Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.3.
- Contract:** the contract between Target360 and the Customer for the provision of the Services consisting of the Order and these Conditions.
- Customer:** the person or firm who purchases the Services from Target360, as named in the Order.
- Customer Data:** the data inputted by the Customer, Authorised Users for the purpose of using the Services or facilitating the Customer's use of the Services.
- Documentation:** the document made available to the Customer by Target360 online via [www.target360.com](http://www.target360.com) or such other web address notified by Target360 to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
- Effective Date:** the date of the start of the provision of the Services as provided in the Order or as otherwise agreed in writing.
- Initial Subscription Term:** the initial term of the Contract as set out in the Order.
- Normal Business Hours:** 8.30 am to 5.30 pm local UK time, each Business Day.
- Order:** the Customer's order for the Services, as set out in the Customer's purchase order form signed by both parties.
- Package:** the Essential, Professional, Enterprise or Custom packages (as the same are detailed in the Documentation) which entitle a particular number of Authorised Users of the Customer to access and use the Services limited to a particular number of emails and number of visitors as noted in the Order (or as otherwise amended pursuant to clause 4), and in accordance with these Conditions.
- Renewal Period:** the period described in clause 14.1.
- Services:** the subscription services, including without limitation access to and use of the Software, provided by Target360 to the Customer under this agreement via [www.Target360.com](http://www.Target360.com) or any other website notified to the Customer by Target360 from time to time, as more particularly described in the Documentation.
- Software:** the online software applications provided by Target360 as part of the Services.
- Subscription Fees:** the subscription fees payable by the Customer to Target360 for the Package, as set out in paragraph 9.
- Subscription Term:** the Initial Subscription Term together with any subsequent Renewal Periods.
- Supplier:** Redspire Limited, a company incorporated and registered in England and Wales with company number 04919518 whose registered office is at Aizlewood's Mill, Nursery Street, Sheffield, S3 8GG England. Target360 is a trading name of Redspire Limited.
- User Subscriptions:** the user subscriptions purchased by the Customer as part of a Package which entitle Authorised Users to access and use the Services and the Documentation in accordance with these Conditions.
- Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.2 **Construction.** In these Conditions, the following rules apply:
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - A reference to a party includes its personal representatives, successors or permitted assigns.
  - A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  - Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - A reference to **writing** or **written** includes faxes but not e-mails.
2. **BASIS OF CONTRACT**
- 2.1 These terms and conditions ("Conditions") apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract shall only be deemed to be concluded and in force when the Customer countersigns the Order issued by Target360 or (if earlier) Target360 begins to provide the Services.
- 2.3 The Contract constitutes the entire agreement between Target360 and the Customer. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Target360 which is not set out in the Contract.
3. **SERVICE PACKAGE**
- 3.1 Target360 hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services to the extent permitted within the Package during the Subscription Term solely for the Customer's internal business operations.
- 3.2 In relation to the Package, the Customer undertakes that:
- it shall not exceed the maximum number of Authorised Users, emails or visitors that it is authorised to use as stated in the Order or as otherwise agreed in writing from time to time;
  - it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
  - each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed frequently and that each Authorised User shall keep his password confidential;
  - it shall maintain a written, up to date list of current Authorised Users and provide such list to Target360 promptly on Supplier's written request;
  - it shall permit Target360 at its expense to audit the Customer's use of the Services in order to establish the number of Authorised Users, emails and visitors being utilised by the Customer, with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 3.3 If, at any time while using the Services, the Customer exceeds one or more of the (i) number of Authorised Users, (ii) number of emails or (iii) number of visitors, as provided for within their Package, then, without prejudice to Target360's other rights (which shall include the right to charge the Customer for such over-use at Target360's then prevailing rates), Target360 shall be entitled to take the following action:
- If the Customer exceeds the Package limits a first time in any 3 month period, Target360 shall contact the Customer to inform the Customer and discuss whether an upgrade in the Package would be advantageous to the Customer;
  - If the Customer exceeds the Package limits a second time in any 3 month period, Target360 is entitled to automatically upgrade the Customer to the Package which most readily allows for the Customer's increased usage, and to immediately begin charging the Customer the increased Subscription Fees in respect of the upgraded Package provided that notice is given to the Customer of such increased charges.
- 3.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive, or may cause damage or injury to any person or property. Target360 reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this sub-clause.
- 3.5 The Customer shall not:
- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties attempt to reverse compile, disassemble, reverse engineer

- access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users.
- 3.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Target360.
4. **UPGRADED PACKAGE**
- 4.1 The Customer may, from time to time during any Subscription Term, purchase an upgraded Package from the one set out in the Order subject to the written agreement of Target360 and acceptance by the Customer of any increase in the Subscription Fees.
- 4.2 The increased Subscription Fees shall be payable by the Customer from the date the upgraded package becomes effective. If such increased Subscription Fees become effective part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable), and the increased fee shall be payable in full from the next interim payment date.
5. **SERVICES**
- 5.1 Target360 shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of the Contract.
- 5.2 Target360 shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- planned maintenance, in respect of which Target360 shall use reasonable endeavours to provide five (5) Business Days advance notice; and
  - unscheduled maintenance, in respect of which Target360 shall use reasonable endeavours to provide at least six (6) Normal Business Hours' notice in advance, but in neither case does Target360 guarantee specific times for such work to be carried out.
6. **CUSTOMER DATA**
- 6.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 6.2 Target360 shall follow its archiving procedures for Customer Data as set out in the Documentation; as such document may be amended by Target360 in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Target360 to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Target360 in accordance with the archiving procedure described in the Documentation. Target360 shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Target360 to perform services related to Customer Data maintenance and back-up).
- 6.3 Target360 shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at [www.target360.com](http://www.target360.com) or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Target360 in its sole discretion.
- 6.4 If Target360 processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and Target360 shall be a data processor and in any such case:
- the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Target360's other obligations under the Contract;
  - the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Target360 so that Target360 may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf;
  - the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - Target360 shall process the personal data only in accordance with the terms of the Contract and any lawful instructions reasonably given by the Customer from time to time; and
  - each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
7. **SUPPLIER'S OBLIGATIONS**
- 7.1 Target360 undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. The Software shall meet the specification of the Software (set out in the Documentation) in all material respects.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Target360's instructions, or modification or alteration of the Services by any party other than Target360 or Target360's duly authorised contractors or agents.
- 7.3 If the Services (including without limitation the functionality of the Software) do not conform with the undertaking at clause 7.1, Supplier will, through a support service administered via an online support forum and online ticketing system (as more fully described in the Documentation), use reasonable commercial endeavours to correct any such non-conformance promptly in accordance with the remaining provisions of this sub-clause. Where a non-conformance in the Service is of high business impact (namely that the Service is unable to be used by the Customer at all or in a manner that has a material impact on the Customer's business) (a "System Failure"), Target360 will seek to provide an initial response within three (3) Normal Business Hours of receiving notification and resolve the problem within one (1) Business Day. Where a non-conformance in the Service is of low business impact (namely that certain elements or modules of the Service are unable to be used by the Customer), Target360 will seek to provide an initial response within one (1) Business Day of receiving notification and resolve the problem within three (3) Business Days.
- 7.4 Target360's obligations under clause 7.3 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Target360:
- does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
8. **CUSTOMER'S OBLIGATIONS**
- The Customer shall:
- provide Target360 with:
    - all necessary co-operation in relation to the Contract; and
    - all necessary access to such information as may be required by Target360 in order to render the Services, including but not limited to Customer Data, security access information and configuration services;
  - comply with all applicable laws and regulations with respect to its activities under the Contract;
  - carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Target360 may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - ensure that the Authorised Users use the Services and the Documentation in accordance with the terms of the Contract and shall be responsible for any Authorised User's breach of the Contract
  - obtain and shall maintain all necessary licences, consents, and permissions necessary for Target360, its contractors and agents to perform their obligations under the Contract, including without limitation the Services (but which shall not include any of the same which Target360 requires to maintain to operate the Services generally for all of its customers);

<p>(f) ensure that its network and systems comply with the relevant specifications provided by Target360 from time to time; and</p> <p>(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Target360's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.</p> <p><b>9. CHARGES AND PAYMENT</b></p> <p>9.1 The Customer shall pay the Subscription Fees to Target360 in accordance with this clause 9, and in the amount, method and regularity of payment outlined in the Order or as otherwise stipulated by written agreement.</p> <p>9.2 If the Subscription Fees are being paid by credit card or direct debit, the Customer shall on or prior the Effective Date provide to Target360 with valid, up-to-date and complete credit card details or bank details (as the case may be) acceptable to Target360, and any other relevant information reasonably required by Target360. The Customer hereby authorises Target360 to bill such credit card or arrange such direct debit on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term, and, subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period. The Customer shall sign all such documents reasonably required to give effect to the provisions of this sub-clause.</p> <p>9.3 If the Subscription Fees are being invoiced by Target360, Target360 shall issue an invoice in this respect on the Effective Date covering the period stated in the Order, and then at the start of each further payment period stated in the Order during the Subscription Term. The Customer shall pay all invoices within thirty (30) days in full and cleared funds by BACS payment to Target360's bank account as intimated to the Customer in writing.</p> <p>9.4 The Customer shall be entitled to a refund of ten (10) percent of the Subscription Fees paid in any month to Target360 for each full Business Day the Services are not available as a result of a System Failure attributable to Target360 in such month. A refund shall be available up to a maximum of one hundred (100) percent of the Subscription Fees paid in any one month. Other than as specifically provided for elsewhere in these Conditions, Target360 has no liability whatsoever in respect of a System Failure caused by the Customer or any third party supplier to the Customer including without limitation in respect of the Customer's internet connection.</p> <p>9.5 The Customer shall be entitled to terminate the Contract and claim a refund of the Subscription Fees paid to Target360 in respect of the first three (3) months of the Initial Subscription Term, if the Customer is not entirely satisfied with the Services provided. In order to terminate the Contract and claim a refund, the Customer must provide written notice of such claim which must be received by Target360 within the first three (3) months of the Initial Subscription Term. Such notice must stipulate the Customer's reasons for its dissatisfaction with the Services. Failure to provide reasonable justification for such dissatisfaction (in the reasonable opinion of Target360) within the above timeframe shall preclude the right to terminate and discharge Target360 from making such refund. Upon receipt of a valid notice of termination the Contract shall be treated as terminated and the provisions of clause 14.4 shall apply.</p> <p>9.6 If Target360 does not receive payment on time, and without prejudice to any other rights and remedies of Target360:</p> <p>(a) Target360 may, without liability to the Customer, disable the Customer's access to all or part of the Services and Target360 shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and</p> <p>(b) interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of HSBC at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.</p> <p>9.7 All amounts and fees stated or referred to in this agreement:</p> <p>(a) shall be payable in pounds sterling;</p> <p>(b) are exclusive of value added tax, which shall be added to Target360's invoice(s) at the appropriate rate.</p> <p><b>10. PROPRIETARY RIGHTS</b></p> <p>10.1 The Customer acknowledges and agrees that Target360 and/or its licensors own all intellectual property rights in the Services (including without limitation the Software) and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Software or the Documentation. "Intellectual property rights" for the purposes of this clause shall mean any and all intellectual property rights of whatever nature worldwide, including without limitation copyright, rights in the nature of copyright, patents, know-how (whether or not patentable), trade marks and rights in trade names and logos and design rights, whether registered, capable of registration or otherwise.</p> <p>10.2 Target360 confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.</p> <p><b>11. CONFIDENTIALITY</b></p> <p>11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:</p> <p>(a) is or becomes publicly known other than through any act or omission of the receiving party;</p> <p>(b) was in the other party's lawful possession before the disclosure;</p> <p>(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;</p> <p>(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or</p> <p>(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.</p> <p>11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.</p> <p>11.3 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Target360's Confidential Information. Target360 acknowledges that the Customer Data is the Confidential Information of the Customer.</p> <p>11.4 This clause 11 shall survive termination of this agreement, however arising.</p> <p><b>12. INDEMNITY</b></p> <p>12.1 The Customer shall defend, indemnify and hold harmless Target360 against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:</p> <p>(a) the Customer is given prompt notice of any such claim;</p> <p>(b) Target360 provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and</p> <p>(c) the Customer is given sole authority to defend or settle the claim.</p> <p>12.2 If at any time during the Subscription Term Target360 becomes aware of or reasonably suspects that use of the Service infringes any intellectual property rights of a third party, Target360 may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.</p> <p>12.3 In no event shall Target360, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:</p> <p>(a) a modification of the Services or Documentation by anyone other than Target360; or</p> <p>(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Target360; or</p> <p>(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Target360 or any appropriate authority.</p> <p>12.4 The foregoing states the Customer's sole and exclusive rights and remedies, and Target360's (including Target360's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.</p> <p><b>13. LIMITATION OF LIABILITY</b></p> <p>13.1 This clause 13 sets out the entire financial liability of Target360 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:</p>	<p>(a) any breach of the Contract;</p> <p>(b) any use made by the Customer of the Services or any part of them; and</p> <p>(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.</p> <p>13.2 Except as expressly and specifically provided in these Conditions:</p> <p>(a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Target360 shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Target360 by the Customer in connection with the Services, or any actions taken by Target360 at the Customer's direction;</p> <p>(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and</p> <p>(c) the Services are provided to the Customer on an "as is" basis.</p> <p>13.3 Nothing in this agreement excludes the liability of Target360:</p> <p>(a) for death or personal injury caused by Target360's negligence; or</p> <p>(b) for fraud or fraudulent misrepresentation.</p> <p>13.4 Subject to clause 13.2 and clause 13.3:</p> <p>(a) Target360 shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and</p> <p>(b) Target360's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid to Target360 by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.</p> <p><b>14. TERM AND TERMINATION</b></p> <p>14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term, and shall be automatically renewed for successive periods of equal length to such term (each a "Renewal Period").</p> <p>14.2 Either party may terminate the Contract for any reason during a Renewal Period by giving the other party 2 months prior written notice.</p> <p>14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:</p> <p>(a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or</p> <p>(b) an order is made or a resolution is passed for the winding up of the other party; an order is made for the appointment of an administrator of the other party; a receiver is appointed of any of the other party's assets or undertaking; the other party makes any arrangement with its creditors; or the other party ceases to trade.</p> <p>14.4 On termination of the Contract for any reason:</p> <p>(a) all licences granted under the Contract shall immediately terminate;</p> <p>(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;</p> <p>(c) Target360 may destroy or otherwise dispose of any of the Customer Data in its possession unless Target360 receives, no later than ten days after the effective date of termination, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Target360 shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Target360 in returning or disposing of Customer Data; and</p> <p>(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.</p> <p><b>15. FORCE MAJEURE</b></p> <p>Target360 shall have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Target360 or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.</p> <p><b>16. WAIVER</b></p> <p>16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.</p> <p>16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.</p> <p><b>17. SEVERANCE</b></p> <p>17.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.</p> <p>17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.</p> <p><b>18. ASSIGNMENT</b></p> <p>18.1 The Customer shall not, without the prior written consent of Target360, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.</p> <p>18.2 Target360 may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.</p> <p><b>19. NO PARTNERSHIP OR AGENCY</b></p> <p>Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).</p> <p><b>20. THIRD PARTY RIGHTS</b></p> <p>The Contract does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.</p> <p><b>21. NOTICES</b></p> <p>21.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order, or such other address as may have been notified by that party for such purposes.</p> <p>21.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.</p> <p><b>22. GOVERNING LAW AND JURISDICTION</b></p> <p>22.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.</p> <p>22.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).</p>
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