

# Terms and Conditions

## I. GENERAL.

### 1. Introduction and Terms.

1.1. "Terms": these are the terms on which We provide the Services to you.

1.2. Please read these Terms carefully before submitting your Order to Us. These Terms tell You who We are, how We will provide the Services to You, how You and We can change or terminate the Contract, what to do in the event of a problem, and other important information. If You believe there is an error in these Terms, please contact Us to discuss.

1.3. "We/Our/Us/Copyrhymes": Writing Wizard Ltd, company number 13400568, is a service provider, which supplies translation, transcription, localisation, interpretation, voiceover, video editing, subtitling, desktop publishing, copyrighting and other associated services.

1.4. "You/Your": the customer making the Order. The customer may or may not be a consumer.

1.5. "Confidential Information": means any information (whether recorded or stored) that is disclosed either by You to Us or by Us to You in connection with the services, and includes, without limitation, (i) any information that will be treated as confidential to a reasonable businessperson, and (ii) any information relating to customers, clients, suppliers, operations, processes, know-how, designs, trade secrets or software of any party.

1.6. "Contract": when We refer to the "Contract" in these Terms, this means the Contract between You and Us and includes the Order, the Quotation, and these Terms.

1.7. "Customer Content": means any text, graphics, images, sound, videos, documents (physical or electronic) or data made available by You to Us for the purposes of Us delivering the Services to You.

1.8. "Data Controller": has the meaning given to it in the Data Protection Act.

1.9. "Data Processor": has the meaning given to it in the Data Protection Act.

1.10. "Data Protection Act": means the Data Protection Act 1998 as amended, updated, or superseded from time to time.

1.11. "Data Subject": has the meaning given to it in the Data Protection Act.

1.12. "Order": You can purchase Services from Us by placing an Order. The Order, the Quotation, and these Terms will form the Contract between You and Us.

1.13. "Quotation": The price for the Services will be set out in a quotation. When You order Services from Us or contact Us about the supply of Services then We will issue You with a Quotation. Any Quotation Our website is indicative and shall not be final or binding on You or Us until You and We agree the scope and price of the Services at which point the Quotation shall be deemed to form part of the Order.

1.14. "Services": the supply of, but not limited to, translation, transcription, localisation, interpretation, voiceover, legalisation, certification, copyrighting and/or desktop publishing services and other associated services will comprise the Services. The Services We will supply are set out in the Order.

1.15. For any questions regarding these Terms, please contact our Customer Support at [support@copyrhymes.com](mailto:support@copyrhymes.com).

1.16. If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us in Your Order.

### 2. Contract and Services.

2.1. Our acceptance of Your Order will take place when You accept the Quotation and We tell You that We are able to supply You with the Services, at which point a Contract will come into existence between You and Us.

2.2. Making sure Your Order is accurate. You must check Your Order carefully to ensure that it is complete and accurate. In particular, You must ensure all Services that You wish to purchase from Us are accurately provided for in Your Order. Please ensure that the Quotation reflects the Order.

2.3 If We are unable to accept Your Order, We will notify You and will not charge You for the Services.

2.4. The services that We provide to you must be described in detail in the Order. You must notify Us of any changes to the Order in writing or by email and We will provide You with a revised Offer. If you accept the revised Offer, including any price changes, will form part of the Order and any delivery date for the Services, unless otherwise agreed, will be amended to reflect the change in the Order.

2.5. The date of the provision of the Services is indicated in the Order. We reserve the right to suspend or postpone the date of delivery, delivery or cancel the Contract with you if an event occurs beyond Our control in accordance with clause 9.4 and clause 27.

2.6. Unless otherwise agreed, We will supply the deliverables pursuant to the Order to You by e-mail or via FTP or website address or such other form of delivery as We may notify to You from time to time and We will determine, at our discretion, the most appropriate method of delivery.

2.7. Warranty in relation to the Services.

1) We are not responsible to You for viewing and / or verifying the authenticity of any Client Content, and We will not be liable to You for any changes You make to Client Content. You accept and acknowledge that You are solely responsible for ensuring that Customer Content is valid and for providing, as appropriate, appropriate genuine copies or excerpts from Customer Content.

2) If the Services include translation (oral, written or otherwise) from one language into another language, then, unless otherwise agreed between You and Us, such translation will be into the primary language used in that particular country or community (as specified in the Order). We do not warrant the use of the Services for a specific dialect or with respect to words or syntaxes specific to a region, unless We have agreed in writing and specified in the Order.

3) Unless otherwise agreed in writing between You and Us, We will only warrant the Services for a period of thirty (30) calendar days from the date that We deliver the Services to You in accordance with clause 2.6. Our warranty shall only extend to the correction, modification, or grammatical/contextual verification of the deliverables pursuant to the Order and You must identify any errors or omissions within the abovementioned period and then We will endeavour to correct errors or omissions that You have notified to Us within a reasonable period of time. No reductions on price will be applicable.

4) We will strive to provide the Services as closely as possible to the original Customer Content, taking into account typographical or obvious errors or language variations (including but not limited to word count changes). Unless We and You have agreed otherwise, the Services will reflect, to the extent possible, Customer Content and will not be adapted, rewritten or altered, but will always be subject to any element of subjectivity or variation that We deem reasonable given the type, scope and context of the Services that you have ordered from Us.

5) You accept and acknowledge that, where the Services include (whether in whole or in part) translation of Customer Content from one language into another language then there may be variations or differences in the word count (whether greater or lesser) between the original or source Customer Content and the deliverables pursuant to the Services and Our Quotation shall be, unless specified otherwise in the Quotation, based upon the word count of the language into which We are translating the Customer Content into and shall not be based upon the word count of the original or source Customer Content.

6) We do not warrant and will not be liable to You for any inaccurate or illegible Customer Content and will not be held responsible for errors or omissions arising from inaccurate or illegible Customer

Content. We do not warrant nor underwrite the accuracy or completeness of any scientific, technical, mechanical, or mathematical element of the Customer Content when supplying You with Services. No discount will be applicable.

7) If the Services include interpretation or translation from or into a rare language or dialect, then (as determined by Us), We will indicate this in the Order and notify You that we may not be qualified to provide the Services. If You continue to place an Order, We do not warrant and are not responsible for any errors or omissions arising from the use of such Services.

8) Any additional investigations, inquiries and / or studies carried out by Us for You, which are not indicated in the Quotation and are not part of the Order ("Additional Work"), are subject to additional payment. We will notify You when We believe that additional work may be required to provide You with the Services and will provide You with an updated Quotation. If you do not accept the revised Quotation, which includes Additional Work, We will provide the Services, to the extent practicable, subject to Your opt-out of Additional Work. If We determine, in Our discretion, that We cannot provide You with the Services without Your consent to the Additional Work, We will notify You and refund any funds You paid to Us, subject to a reasonable deduction of the costs incurred by Us.

2.8. We shall not be liable for a breach of any of the warranties under clause 2.7. if:

- 1) You fail to notify Us within the warranty period; or
- 2) You alter or amend or modify the deliverables pursuant to the Order without Our prior written consent.

### **3. Rights to Make Changes.**

3.1. If You would like to make changes to the Services You ordered, please contact Us. We will advise You if a change is possible and provide You with a revised Quotation. We will notify You of changes in prices for the Services, delivery / delivery times, or anything else that We reasonably believe may result from Your requested change. If you accept Our modified Quotation, We will confirm this to You in writing. If You do not accept Our revised Quotation or We do not confirm Our acceptance, the Order will not be considered modified and We will provide the Services as specified in the original Order.

3.2. In the event of minor changes to the Services, We may change the Service from time to time, for example, to reflect changes in relevant laws and regulations; or to include minor technical changes such as, but not limited to, regional language, typography, or dialect. These changes should not affect Your overall use of deliverables in accordance with the Services.

3.3. In the event of more significant changes to the Services and these Terms, We may make changes to these Terms or Services, but if we do, we will notify you before the changes take effect.

### **4. Provision and Price of Services.**

4.1. During the Order process We will let You know when We will supply the deliverables pursuant to the Services to You. Any supply dates We give you are estimates and timing will not be essential.

4.2. We may need certain information and clarification regarding the original documents from You so that We can deliver the Services to You. We will contact You to ask for this information. If You do not give Us this information within a reasonable time of Us asking for it, or if You give Us incomplete or incorrect information, We may either end the Contract or revise the date of delivery for the Services set out in the Order by such period of time as We deem appropriate and reasonable resulting from a delay caused by You or any third-party acting on Your behalf.

4.3. The price for the Services will be the price indicated in the Order.

4.4. The price of the Services in your local currency (pounds sterling, US Dollars, Euros, Canadian Dollars or Australian Dollars etc.) and does include taxes at the applicable rate.

4.5. We accept payment by credit card, debit card, or wire transfer.

## **5. Your Personal Information and Data Protection.**

5.1. We will use the personal information You provide to us:

1) to provide You with the Services;

2) to process Your payment for the Services; and

3) if You agree with this, inform You about similar Services that We provide, but You can stop receiving these messages at any time by contacting Us.

5.2. You accept and acknowledge that for data protection purposes, You are the Data Controller, and We are the Data Processor in relation to any Personal Data.

5.3. We will process personal data only in accordance with Your instructions from time to time and will not process personal data for any purpose other than those arising in connection with the provision of the Services and otherwise expressly permitted by You.

5.4. We will take reasonable steps to ensure the reliability of all Our employees who have access to Personal Data.

5.5. Each party warrants to the other party that it will process Personal Data in accordance with all relevant laws, regulations, ordinances, orders, standards or other similar instruments.

5.6. We warrant to You that, taking into account the state of technological development and the costs of implementing any measures, We will take appropriate technical and organizational measures against unauthorized or illegal processing of Personal Data and against accidental loss or destruction or damage of Personal Data, and we will take reasonable measures to ensuring compliance with these measures.

5.7. Each party agrees to reimburse and retain the indemnity and to protect the other party at its own expense from all costs, claims, losses or expenses incurred by the other party or for which the other party may be liable due to the failure of the first party to fulfill its obligations towards employees or agents to fulfill any of its obligations under this clause 5.

5.8. You acknowledge that We rely on You for guidance as to the extent to which We are entitled to use and process Personal Data. Therefore, We are not responsible for any claims made by the Data Subject arising from any action or omission on our part, to the extent that such action or omission was a direct consequence of your instructions.

## **6. Confidentiality.**

6.1. Each party undertakes not to disclose to anyone any Confidential Information concerning the other party or any member of the group of companies to which the other party belongs, except as provided in clause 6.2.

6.2. Each party may disclose the other's Confidential Information:

1) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 6; and

2) as may be required by law, the competent court or any government or regulatory body.

6.3. Neither party can use the Confidential Information of the other party for any purpose other than to exercise its rights and fulfill its obligations under this Contract or in connection with it.

## **7. Intellectual Property.**

7.1. All Client Content remains Your property or Your licensors' and is transferred to Us under a non-exclusive, worldwide, revocable, non-transferable and free license to use such Client Content for the purposes of this Contract. The license granted to Us by You will automatically terminate either (i) upon termination or expiration of this Contract, or (ii) when We complete the provision of the Services to You in accordance with this Contract.

7.2. We acknowledge and accept that all intellectual property rights in the Customer Content shall remain vested at all times in You. You will defend Us against and fully indemnify Us for any costs or damages that may be awarded in a judgement by a court, or agreed by You in a settlement, to the extent arising from any claim or allegation that any Customer Content infringes the intellectual property rights of any third party.

7.3. In the event of a claim or potential claim to which Your obligation to protect Us set out in clause 7.2 above may apply, We will:

- 1) provide you with reasonable written notice of any claim or potential claim;
- 2) comply with all reasonable requests for information and assistance at your expense;
- 3) not allow liability or settlement without your prior written consent; and
- 4) allow you to have complete control over any proceedings or negotiations, including defense or settlement.

7.4. Unless otherwise agreed in the Contract, We hereby waive and shall procure that any personnel, employees, contractors, and agents engaged by Us shall waive the right to be identified as the author of any work which that person creates and to object to derogatory treatment of that work pursuant to Section 78 of the Copyright, Designs and Patents Act 1978 as amended, updated, or superseded from time to time.

## **8. Other Important Terms.**

8.1. If You are required to give Us a formal notice, or We are required to give You a formal notice, under the Contract, it must be in writing. That notice can be sent by email.

8.2. We may transfer Our rights and obligations under these Terms to another organization. We will contact you to inform us if we plan to do this.

8.3. You may only transfer Your rights or Your obligations under these Terms to another person if We agree to this in writing. We may disagree.

8.4. This Contract is between You and Us. No other person has the right to demand compliance with any of its Terms.

8.5. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.6. If We do not immediately insist that You do anything that is required of You in accordance with these Terms, or if We delay taking action against You in relation to your breach of the Contract, this will not mean that You are not obliged to do these things. This will not prevent Us from taking steps against you at a later time. For example, if you miss a payment and We will not pursue you, but continue to provide / provide the Services, We may still require you to make payment at a later date.

8.7. These Terms are governed by the law of England and Wales and You may bring legal proceedings in respect of the Services in the courts of England and Wales.

## **II. CONSUMERS.**

The following clauses in this Section will only apply to You if You are a consumer. The clauses in this Section are expressly excluded from applying to non-consumers.

## **9. Suspension of the Delivery or Provision of Services.**

9.1. We may have to suspend the delivery of the Services because:

- 1) We have to deal with technical problems or make minor technical changes;
- 2) update the Services to reflect changes in relevant laws and regulatory requirements; or
- 3) make changes to the Services as requested by You or notified by Us to You in accordance with this Contract.

9.2. We will contact You in advance to inform You that We will suspend the provision of the Services unless the problem is urgent or extreme. If We have to suspend the provision of the Services for more than one (1) month, We will adjust the price so that You do not pay for the Services while they are suspended. You may contact Us to terminate the Service Contract if We suspend it, or inform You that We intend to suspend it, in each case for a period of more than one (1) month, and We will refund You any amounts paid in advance for the Services. in relation to the period after termination of the Contract. If We have provided You with some Services, we will refund You in proportion to the balance of the remaining Services.

9.3. If You do not pay Us for the Services when You are due to pay and You still do not pay for two (2) calendar days after We remind You that payment is due, We may suspend the provision of Services until Your payment of the remaining amount to Us. We will contact You and inform You that We are suspending the provision of the Services. We will not suspend the provision of the Services if You dispute an unpaid invoice. We will not charge You for the Services during the period for which they are suspended. In addition to interrupting the provision of the Services, We may also charge you interest on your late payments.

9.4. If the provision of the Services by Us is delayed as a result of an event beyond Our control, We will contact You as soon as possible to inform You of this, and We will take steps to minimize the consequences of the delay. Provided We do so, We are not responsible for delays caused by such event, but if there is a risk of material delay, You may contact Us to terminate the Contract and receive a refund for any Services you paid for but did not receive.

## **10. Payment of the Price.**

10.1. You must pay for the Services when You submit an Order to Us.

10.2. If You do not make any payment to Us by the due date We may charge interest to You on the overdue amount at the rate of one percent (1%) per day if the payment is outstanding for more than ten (10) days from the payment due date. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

10.3. If You think an Order is wrong please contact Us no later than seven (7) calendar days from the date that You submit an Order to Us and paid for Services to let Us know.

10.4. It is possible that, despite Our best efforts, some of the Services We supply to You may be incorrectly priced. We will normally check prices before accepting Your Order so that, where the correct price of the Services at Your Order date is less than Our stated price at Your Order date, We will charge the lower amount. If the correct price of the Services at Your Order date is higher than the price stated in Our price list, We will contact You for Your instructions.

## **11. Your Rights to end the Contract and Refunds.**

11.1. You may contact Us to end the Contract for the Services at any time before We have supplied them to You, but in some circumstances, We may charge You for doing this, as described below.

11.2. If You are ending the Contract for a reason set out at 1) to 6) below, the Contract will end immediately and We will refund You in full for any Services which have not been provided or have not been provided properly. The reasons are:

- 1) We have told You about an upcoming change to the Services or these Terms which You do not agree to (see clause 3.3);
- 2) We have told You about an error in the price or description of the Services You have ordered and You do not wish to proceed;
- 3) We have told You that We plan to transfer Our rights under the Contract to someone else and You do not wish to proceed;
- 4) there is a risk that supply of the Services may be significantly delayed because of events outside Our control; or
- 5) We have suspended supply of the Services for technical reasons, or We notify You that We are going to suspend them for technical reasons, in each case for a period of more than one (1) month;
- 6) You have informed Us about cancellation of the Order before We have started to provide You Services.

11.3. You may terminate the Contract by notifying Us in writing.

11.4. Rights, including proprietary and non-proprietary, and interest in the results pursuant to the Services remain with Us until You pay Us the full price. If We have provided You with some or all of the Services and the payment You have made to Us remains unpaid, then until You pay Us the full price for the Services, You will withhold the results in accordance with the Services on Our behalf, but you will not be entitled to use them.

## **12. Our Rights to End the Contract.**

12.1. We may end the Contract for the Services at any time by writing to You if:

- 1) You do not make any payments to Us on time, and you still do not pay within fourteen (14) days after We remind You that payment is due; or
- 2) You, within a reasonable time, during which We ask you to do so, do not provide Us with the information that We need to provide the Services, for example, all the documents that We need to provide you with the Services.

12.2. If we terminate the Contract in the situations set out in clause 12.1, We will refund all money that You paid in advance for the Services that We did not provide, but We may deduct or charge You reasonable compensation for the net costs that We will incur as a result of Your breach of the Contract. This will cover at least the cost of our staff's time spent on partial provision of the Services to You. However, if We terminate the Contract in the situations set out in clause 12.1, You will be required to pay Us all amounts due to Us by You under any other contract in addition to this Contract.

12.3. We may write to You to inform You that We are going to stop providing the Services. We will notify You of this at least fourteen (14) days before We stop providing the Services and will refund all amounts that You paid in advance for the Services that will not be provided.

## **13. If You have a Problem with the Services.**

13.1. If You have any questions or complaints about the Services, please contact Us.

13.2. The Services that We supply You are supplied online or off-premises and are of a bespoke and customised nature. Unlike regular contracts for services, the Services that We supply You do not attract a legal right of cancellation under the Consumer Rights Act 2015. Accordingly, We are informing You that if you enter into this Contract with Us then You may lose your legal right to cancel the supply of the Services.

## **14. Our Liability for Loss or Damage suffered by You.**

14.1. We are liable to You for foreseeable loss and damage caused by Us. If We do not comply with these Terms, We may be liable to You for any loss or damage You suffer, which is the reasonably foreseeable result of our breach of the Contract or Our failure to exercise reasonable care and skill. Our total liability to you (including our agents or suppliers) in connection with a Contract, tort (including negligence or breach of statutory obligation), misrepresentation, restitution or otherwise is limited to the price specified in the Order. We are not responsible for incidental loss or damage. Loss or damage can be foreseen if either it is obvious that this will happen, or if during the conclusion of the Contract both We and You knew that this could happen, for example, if You discussed this with Us during the Order process.

14.2. We do not in any way exclude or limit our liability to you if this would be illegal. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors, as well as for fraud or fraudulent misrepresentation.

14.3. If You use the Services for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **III. BUSINESS CLIENTS.**

The following clauses in this Section will only apply to You if are a non-consumer. The clauses in this Section are expressly excluded from applying to consumers.

#### **15. Definitions.**

1) "Late Payment Compensation" means the fixed sum that We are entitled to charge You in respect of each individual Qualifying Debt, in accordance with the Regulations.

2) "Late Payment Interest" means the statutory interest in relation to a Qualifying Debt in accordance with the Regulations.

3) "Qualifying Debt" has the meaning given to it in the Regulations.

4) "Regulations" means the Late Payment of Commercial Debts (Interest) Act 1998, as amended or replaced from time to time.

5) "Statutory Period" means the period in which We become entitled to charge You Late Payment Interest in respect of a Qualifying Debt, in accordance with the Regulations.

For the avoidance of doubt, the Regulations shall apply to the Contract.

#### **16. Exclusion of Other Terms.**

16.1. These Terms will apply to the Contract between You and Us to the exclusion of any other terms or conditions that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

16.2. For administrative convenience You may use Your own pre-printed forms, You agree that no terms or conditions endorsed on, delivered with or contained in Your purchase Order, confirmation of Order, specification or any other document shall form part of the Contract between Us except to the extent any such terms and conditions are consistent with these Terms.

#### **17. Non-delivery of the Services.**

17.1. We are not liable for any direct, indirect, or consequential losses and/or damages (all three Terms include, without limitation, purely economic losses, loss of profits, loss of business, depletion of goodwill and similar damages), costs, damages, fees or expenses, directly or indirectly caused by any delay in the provision of the Services (even if it is caused by Our negligence), as well as any delay does not give You the right to terminate the Contract if such delay does not exceed 30 working days.

17.2. If, for any reason, You do not accept the delivery of any of the Services within the period provided for by these Terms, or if We cannot provide the Services on time because You did not provide the



appropriate instructions, documents, licenses or permits, then the Services must be considered delivered and You are responsible for all related costs and expenses.

17.3. The delivery of the Services, as recorded by Us, shall be conclusive evidence that You were supplied the Services.

17.4. Our liability for non-delivery of the Services is limited to resending the Services within a reasonable time frame or, at our discretion, issuing a credit note at a prorated rate in relation to any invoice made for such Services.

## **18. Cancellation, Rebooking, Rescheduling Charges.**

18.1. Cancellation charges.

1) For all Services, except for interpretation services, if you cancel the Services after We have accepted Your Order, You undertake to pay Us 50% of the total cost of the Order no later than the next business day after the date of cancellation of Your Order, and You agree to pay Us the balance of the Order no later than two (2) business days after the date of cancellation of the Order.

2) For interpretation services only, We will indicate to you in the Quotation a cancellation fee that will apply if you cancel your Order with Us. By accepting an Quotation that includes interpretation services, You agree to bear any cancellation costs that We have described in this relevant Quotation.

18.2 Rescheduling charges. You may reschedule or suspend the provision of the Services by notifying Us about it. You agree that We may charge You a fee for any portion of the Services We have provided to You prior to the change in schedule or suspension of the Services, plus an administration fee of £ 39.00 per business day while the Services are suspended. You may only suspend the provision of the Services for a maximum period of five (5) consecutive business days starting on the next business day immediately following the original delivery date specified in the Order.

18.3. Any administration fee added by Us to Your Order shall form part of the final price.

## **19. Payment of the Price.**

19.1. Subject to clause 19.2, and unless You are paying by payment card on our website during Order process or unless otherwise agreed by Us in writing, payment of the price for the Services shall be paid in full and in cleared funds no later than ten (10) working day following (i) the date that We issue Our invoice for the Services to You or, (ii) the date on which the deliverables pursuant to the Services delivered or deemed to be delivered (as the case may be) to You, whichever is earlier. If You pay by wire transfer, it shall be made to the bank account nominated by Us in writing.

19.2. Time of payment shall be of the essence. Without limiting Our other rights in any way, We reserve the right to suspend supply of the Services and demand immediate payment for all Services which have been ordered or supplied if (a) any payment under any Contract between You and Us, or any Contract We have with any person associated with You, becomes overdue; or (b) We, in Our sole discretion, believe that You may be unable or unwilling to pay for the Services in accordance with these Terms.

19.3. All monies prospectively payable to Us under the Contract shall become immediately due on termination of the Contract, or on the termination of any other contract We have with any other person associated with You.

19.4. You must make all payments due, without any deduction, whether by way of withholding, offset, counterclaim, discount, reduction or otherwise, unless You have a valid court order requiring Us to pay You an amount equal to that deduction.

19.5. If You fail to make any payment due to Us under the Contract by the due date for payment, then, in respect of each individual invoice or part thereof which remains unpaid by the due date for payment, such monies due to Us shall be deemed a Qualifying Debt.

19.6 In respect of each Qualifying Debt, and without limiting Our rights under clause 19, We shall be entitled to charge You Late Payment Interest upon each outstanding invoice, accruing on a daily basis, over the Statutory Period.

19.6. In respect of each Qualifying Debt, once the Late Payment Interest begins to run in accordance with this clause, We shall be entitled to charge you Late Payment Compensation upon each outstanding invoice.

## **20. Limitation of liability.**

20.1. The following provisions establish Our (including any liability for the acts or omissions of Our employees, agents and subcontractors) full financial liability to You in relation to:

- 1) any breach of the Contract;
- 2) Your use of the Services, or of any product incorporating any of the Services; and
- 3) any representation, statement or delictual act or omission including Our (including Our agents) negligence arising under or in connection with the Contract.

20.2. All warranties, conditions and other conditions implied by law or common law, to the maximum extent permitted by law, are excluded from the Contract.

20.3. Nothing in these Terms excludes or limits Our liability for:

- 1) death or personal injury caused by Our (including Our agents) negligence; or
- 2) any matter in respect of which it would be illegal for Us to exclude or attempt to exclude its liability; or
- 3) fraud or fraudulent misrepresentation.

20.4. Our total liability under the Contract, misconduct (including negligence or violation of statutory duty), misrepresentation, restitution or otherwise arising out of Our (including our agents or suppliers) performance or intended performance of the Contract is limited to the price specified in the Order (fully or partially).

20.5. We shall not be liable to You for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **21. Force Majeure.**

21.1. We reserve the right to suspend or defer the date of delivery, supply, or to cancel the Contract You have ordered (without liability to You) if We are prevented from or delayed in carrying on Our business or performing the Contract due to circumstances beyond Our (including Our agents' or suppliers') reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Our or Your workforce), telecommunication or network disruption, or denial of service, provided that, if the circumstances in question continue for a continuous period in excess of 30 working days, either party shall be entitled to terminate the Contract on notice.

## **22. Personal liability of Directors.**

22.1. If You are a limited liability company, limited partnership, trust, or unincorporated voluntary association, Your directors / members / trustees / officers (as the case may be) each individually, jointly and individually, unconditionally and irrevocably (as long as until all amounts payable by You have been paid to Us) 1) guarantee payment of all amounts due to Us; 2) indemnify and protect Us from any losses incurred by Us as a result of trading with You; and 3) agree that the above guarantee and indemnity will not be canceled or affected by (i) anything that would not result in a discharge or affect

them if they were the principal debtor and not the surety; or (ii) Our refusal or failure to exercise any of Our rights under the Contract.

### **23. Arbitration.**

23.1. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, may be referred, at Our sole discretion, to and finally resolved by arbitration under the London Court of International Arbitration (“LCIA”) Rules, which Rules are deemed to be incorporated by reference into this clause.

23.2 The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. For the avoidance of doubt, the governing law of the Contract shall be the substantive law of England and Wales.

### **24. Non-Solicitation.**

24.1. At any time during the term of this Contract and within two (2) years immediately after the termination or expiration of this Contract, You (and must ensure that none of Your representatives, agents, employees, subsidiaries or group companies) must not independently interact with any of Our officers, agents, employees to provide or supply, directly or indirectly, the Services.

24.2. If You, directly or indirectly, circumvent the provisions of this clause 24. at any time during the period set out in clause 24.1. then We shall, without prejudice to any other rights or remedies available to Us in these Terms or under common law, be entitled to compensation equal to the maximum fee that We would have received in connection with the provision of Services plus any and all professional fees and expenses, including any and all legal fees incurred by Us in connection with the recovery of such compensation and You shall pay Us the compensation detailed in this clause 24.2. in clear and immediately available funds no later than five (5) working days after the completion, or entering into, of any transaction, agreement, or arrangement in contravention of clause 24. to an account nominated by Us and notified to You from time to time.

**Last updated: 20 May 2021.**