

Polybox Solutions Ltd

Terms and Conditions

1 Interpretation

The definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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| "Applicable Laws" | means: |
| | (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom. |
| | (b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Polybox is subject. |
| "Applicable Data Protection Laws" | means: |
| | (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. |
| | (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Polybox is subject, which relates to the protection of personal data. |
| "Business Day" | a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| "Commencement Date" | has the meaning given in Condition 2.2. |
| "Confidential Information" | has the meaning given in Condition 9 (Confidentiality). |
| "Contract" | the contract between Polybox and the Customer for the supply of Services in accordance with these Conditions. |

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| "Customer" | the person, firm or company who purchases Services from Polybox. |
| "Customer Personal Data" | any personal data which Polybox processes in connection with the Contract, in the capacity of a processor on behalf of the Customer. |
| "Deliverables" | all products and materials developed by Polybox in relation to the Services in any media, including computer programs, data, diagrams, reports and specifications (including drafts). |
| "EU GDPR" | the General Data Protection Regulation ((EU) 2016/679). |
| "Intellectual Property Rights" | patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. |
| "Order" | the Customer's order for Services as set out via email or the Customer's written acceptance of a quotation by Polybox. |
| "Polybox" | Polybox Solutions Ltd, a company registered in England and Wales with company number 13903771. |
| "Pre-existing Materials" | materials which existed before the commencement of the Services. |
| "Purpose" | the purposes for which the Customer Personal Data is processed, as set out in Condition 8.5. |
| "Services" | the services to be provided by Polybox under the Contract. |
| "Specification" | the specification of the Services as set out on the Polybox website, or as described in the Order. |

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| "Subscription Fees" | the subscription fees payable by the Customer to Polybox for the Services in accordance with Condition 6. |
| "UK GDPR" | has the meaning given to it in the Data Protection Act 2018. |
| "VAT" | value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere tax. |

- 1.2 Condition headings shall not affect the interpretation of these Condition.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes email.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Polybox issues written acceptance of the Order at which point and on which date the Contract shall come into existence (the "**Commencement Date**").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Polybox, and any descriptions or illustrations contained on Polybox's website, are issued or published for the sole purpose of giving an approximate idea of the Services

described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 These 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 law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Polybox shall not constitute an offer, and is only valid for a period of ten (10) Business Days from its date of issue.

3 Polybox's obligations

- 3.1 Polybox shall use reasonable endeavours to manage and complete the Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Specification.
- 3.2 Polybox shall use reasonable endeavours to meet the performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

4 Customer's obligations

- 4.1 The Customer shall:
 - 4.1.1 co-operate with Polybox in all matters relating to the Services;
 - 4.1.2 provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Polybox;
 - 4.1.3 provide in a timely manner such information as Polybox may request, and ensure that such information is accurate in all material respects; and
 - 4.1.4 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.
- 4.2 If Polybox's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to Polybox on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Polybox confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

- 4.3 The Customer shall not, without the prior written consent of Polybox, at any time from the date of the Contract to the expiry of six (6) months after the completion of the Services, solicit or entice away from Polybox or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of Polybox. The Customer shall not be in breach of this condition 4.3 if it hires an employee or subcontractor of Polybox as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of Polybox.
- 4.4 Any consent given by Polybox in accordance with condition 4.3 shall be subject to the Customer paying to Polybox on demand a sum equivalent to twenty percent (20%) of the then current annual remuneration of Polybox's employee or subcontractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Customer to such employee or subcontractor.

5 Change control

- 5.1 If either party wishes to change the scope of the Services, the parties shall discuss such changes and the impact on the Services and Subscription Fees.
- 5.2 If Polybox requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 5.3 If the Customer wishes Polybox to proceed with the change, Polybox has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Contract to take account of the change.

6 Charges and payment

- 6.1 The Customer shall pay the Subscription Fees, as set out in the Order, to Polybox for the Services on a monthly basis in accordance with this Condition 6.
- 6.2 The Customer shall on the Commencement Date provide to Polybox valid, up-to-date and complete credit card details or approved purchase order information acceptable to Polybox and any other relevant valid, up-to-date and complete contact and billing details.
- 6.3 The Customer shall pay the Subscription Fees on a monthly basis as set out in the Order by:
- 6.3.1 Stripe;
- 6.3.2 where the Customer has provided their complete credit card details, hereby authorising Polybox to bill its credit card on a monthly basis; or
- 6.3.3 any other method of payment agreed by the parties in the Order,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

- 6.4 If Polybox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Polybox:
- 6.4.1 Polybox may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, suspend access to all or part of the Services and Polybox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 6.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of NatWest Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.5 All amounts and fees stated or referred to in this Agreement:
- 6.5.1 shall be payable in pounds sterling;
- 6.5.2 are non-cancellable and non-refundable; and
- 6.5.3 are exclusive of value added tax, which may be added to Polybox's invoice(s) at the appropriate rate where relevant.
- 6.6 Polybox shall be entitled to increase the Subscription Fees on each anniversary of the Commencement Date upon 90 days' prior notice to the Customer.

7 Intellectual Property Rights

- 7.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by Polybox. Polybox licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If Polybox terminates the Contract under condition 11.1, this licence will automatically terminate.
- 7.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on Polybox obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle Polybox to license such rights to the Customer.

8 Data Protection

- 8.1 For the purposes of this Condition 8, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.

- 8.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Condition 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 8.3 The parties have determined that, for the purposes of Applicable Data Protection Laws Polybox shall process the Customer Personal Data as a processor on behalf of the Customer.
- 8.4 Without prejudice to the generality of Condition 8.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Polybox and lawful collection of the same by Polybox for the duration and purposes of the Contract.
- 8.5 In relation to the Customer Personal Data:
- 8.5.1 **Scope:** processing of personal data for the purpose delivering of marketing services.
- 8.5.2 **Purpose of Processing:** liaising with Customers for the provision of the Services and delivering the Services.
- 8.5.3 **Duration of Processing:** the term of the Contract and until the parties have complied with their obligations under the Contract;
- 8.5.4 **Types of Personal Data:** contact data, including names and email addresses;
- 8.5.5 **Categories of data subjects:** employees of the Customer, employees of the Customer's customers, and employees of the Customer's contacts.
- 8.6 Without prejudice to the generality of Condition 8.2 Polybox shall, in relation to Customer Personal Data:
- 8.6.1 process that Customer Personal Data only on the documented instructions of the Customer (as set out in Condition 8.5), unless Polybox is required by Applicable Laws to otherwise process that Customer Personal Data. Where Polybox is relying on Applicable Laws as the basis for processing Customer Processor Data, Polybox shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Polybox shall inform the Customer if, in the opinion of Polybox, the instructions of the Customer infringe Applicable Data Protection Laws;
- 8.6.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which are appropriate to the harm that might result from

the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 8.6.3 ensure that any personnel engaged and authorised by Polybox to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 8.6.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Polybox), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.6.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- 8.6.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Polybox is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this Condition 8.6.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Polybox; and
- 8.6.7 maintain records to demonstrate its compliance with this Condition 8.

8.7 The Customer hereby provides its prior, general authorisation for Polybox to:

- 8.7.1 appoint processors to process the Customer Personal Data, provided that Polybox:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Polybox in this Condition 8; and
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Polybox.
- 8.7.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Polybox shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Polybox, including any request to enter into standard data

protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

- 8.8 Either party may, at any time on not less than 30 days' notice, revise Condition 8 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct ("**Amended Terms**"). Such Amended Terms shall apply when incorporated into the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

9 Confidentiality and Polybox's Property

- 9.1 "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of the Contract in connection with the business, affairs, customers, clients, or suppliers of the other party, including but not limited to:

9.1.1 the existence and terms of the Contract;

9.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

(a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and

(b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party,

9.1.3 any information developed by the parties in the course of carrying out the Contract.

"**Representatives**" means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 9.2 The provisions of this Condition shall not apply to any Confidential Information that:

9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Condition);

9.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

- 9.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 9.2.4 the parties agree in writing is not confidential or may be disclosed; or
 - 9.2.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- 9.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract ("**Permitted Purpose**"); or
 - 9.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this condition 9.
- 9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 9.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 9.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this Condition.
- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 9.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 9.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract.
- 9.8 On termination or expiry of the Contract, each party shall:

- 9.8.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 9.8.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 9.8.3 certify in writing to the other party that it has complied with the requirements of this Condition, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Condition shall continue to apply to any such documents and materials retained by a recipient party, subject to Condition 11 (Termination).
- 9.9 Except as expressly stated in the Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.10 The provisions of this Condition 9 shall continue to survive for a period of two (2) years from termination or expiry of the Contract.

10 Limitation of liability

- 10.1 The following provisions set out the entire financial liability of Polybox (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 10.1.1 any breach of the Contract however arising;
 - 10.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and
 - 10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes the liability of Polybox:
- 10.3.1 for death or personal injury caused by Polybox's negligence; or
 - 10.3.2 for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:

10.4.1 Polybox shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of contract; or
- (g) loss of use; or
- (h) wasted expenditure; or
- (i) loss or corruption of data or information; or
- (j) any special, indirect or consequential loss, costs, damages, charges or expenses.

10.4.2 Polybox's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Subscription Fees paid by the Customer in the twelve (12) months immediately prior to the event or events giving rise to the liability.

11 Termination

11.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Condition 11.2, until:

11.1.1 the Customer gives to Polybox thirty (30) days' written notice to terminate, expiring on or after the first anniversary of the Commencement Date; or

11.1.2 Polybox gives to the Customer thirty (30) days' written notice to terminate.

11.2 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:

- 11.2.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
- 11.2.2 the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- 11.2.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 11.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 11.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.2.6 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 11.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 11.2.9 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 11.2.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

11.2.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

11.2.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.2.4 to condition 11.2.11 (inclusive);

11.2.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

11.2.14 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11.4 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

12 Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract by giving seven (7) days' written notice to the affected party.

13 Waiver

13.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14 Severance

- 14.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 14.2 If any provision or part-provision of the Contract is deemed deleted under condition 14.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

15 Entire agreement

- 15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16 Assignment

- 16.1 Polybox may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 16.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

17 No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18 Third party rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19 Notices

19.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

19.1.2 sent by email to the email address in the Order or notified to the other party in writing.

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the proper address;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

19.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

19.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20 Governing law

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 interpreted in accordance with the law of England and Wales.

21 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).