

THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") SET OUT THE TERMS ON WHICH GROW DIGITAL MARKETING LIMITED T/A MAP LISTINGS ("MAP LISTINGS") PROVIDE YOU (THE "CLIENT") WITH SERVICES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND ENSURE THAT YOU HAVE UNDERSTOOD THEM. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ACTING AS AN EMPLOYEE, YOU WARRANT THAT YOU ARE AUTHORISED TO ENTER INTO LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR EMPLOYER. THE SAME RIGHTS, LIMITATIONS AND RESTRICTIONS APPLY TO YOUR EMPLOYER. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE AS IF THEY WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOUR EMPLOYER. IF YOU DO NOT AGREE TO THESE TERMS, WE CANNOT PROVIDE ANY SERVICES TO YOU.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
- "Client Materials" any content or materials provided to MAP LISTING by the Client from time to time in connection with the Services;
- "Confidential Information" all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:
 - (a) identified as confidential at the time of disclosure; or
 - (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- "Contract" any contract between the Client and MAP LISTING for the supply of Services in accordance with these Terms and Conditions and any applicable Order Form;
- "Created Materials" any original text, document, photograph, video content, character, music, sound recording, performance, book, painting, software, website, app or any other material which is created by (or commissioned from third parties by) MAP LISTING and supplied to the Client as part of the Services.
- "Initial Term" shall be as set out in the Order Form;
- "Intellectual Property Rights" all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, trade names, patents, utility models, design rights, semiconductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;
- "Map Listing Services" means the Map Listing services to be provided by MAP LISTING to the Client in accordance with these terms and conditions as defined in the Order Form;
- "Order Form" any Order Form which is prepared by MAP LISTING and agreed between the parties which sets out details of the Services for a Project.
- "SEO Services" means the SEO services to be provided by MAP LISTING to the Client in accordance with these terms and conditions as defined in the Order Form; and
- "Social Media Marketing Services" means the Social Media Marketing services to be provided by MAP LISTING to the Client in accordance with these terms and conditions as defined in the Order Form; and
- "Services" the SEO services, Social Media Marketing Services and Map Listing Services (as applicable) to be provided pursuant to these terms and conditions;
- "Subsequent Periods" shall be as set out in the Order Form;
- "Third Party Materials" any text, document, photograph, TV programme, feature film, character, music, sound recording, performance, book, painting, software or any other material not owned by MAP LISTING or the Client

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Engagement of MAP LISTING

- 2.1 The Client hereby engages MAP LISTING to provide the Services.
- 2.2 The terms of these Terms and Conditions shall apply to all Services described in an Order Form as is from time to time agreed between the Client and MAP LISTING (unless otherwise agreed in writing). These terms prevail over any other terms and conditions contained or referred to in any order, letter, form of contract or other communication originating from the Client.
- 2.3 If the terms of these Terms and Conditions and the terms of the applicable Order Form are inconsistent, the terms of the Order Form shall prevail

3. Provision of the Services

- 3.1 With effect from the Commencement Date, MAP LISTING shall, throughout the Initial Term and any and all agreed Subsequent Periods, provide the Services to the Client.
- 3.2 MAP LISTING shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the online marketing industry in the United Kingdom.
- 3.3 MAP LISTING shall act in accordance with the terms of these Terms and Conditions and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of these Terms and Conditions and the scope of Services as set out in the Order Form.
- 3.4 MAP LISTING shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 3.5 MAP LISTING shall use all reasonable endeavours to accommodate any reasonable changes to the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the fees payable that may be due as a result of such changes.
- 3.6 MAP LISTING shall supply the Services in accordance with the applicable Order Form.
- 3.7 MAP LISTING shall endeavour to meet any deadlines specified in the applicable Order Form, but any such dates shall be estimates only and shall not be of the essence for the performance of the Services.
- 3.8 MAP LISTING shall have the right to sub-contract any part of the Services to any third party provided that it notifies the Client before instructing any such subcontractor.

4. The SEO Services

- 4.1 MAP LISTING shall provide the SEO Services specified in the Order Form in accordance with these Terms and Conditions.
- 4.2 MAP LISTING shall not incur any charges to the Client including, but not limited to, the setting up of pay-per-click campaigns, without the prior written agreement and authorisation of the Client.
- 4.3 The Client understands and acknowledges the following:
 - 4.3.1 The times for websites to appear on search engine listings vary and MAP LISTING can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.
 - 4.3.2 MAP LISTING cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.

- 4.3.3 MAP LISTING accepts no responsibility for any detrimental effect on the Client's websites search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the website.
- 4.3.4 MAP LISTING makes no guarantee that the SEO Services will result in the Client's website appearing in the top 10 search results on the applicable search engines.

- 7.4.3 The Client shall not, without the prior written consent of MAP LISTING, at any time from the Commencement Date to the expiry of 12 months after the last date of supply of the Services solicit or entice away from MAP LISTING or employ or attempt to employ any person who is, or has been, engaged as an employee of MAP LISTING in the provision of the Services.

5. The Social Media Marketing Services

- 5.1 MAP LISTING shall provide the Social Media Marketing Services as described in this Clause 5 and in the Order Form.
- 5.2 MAP LISTING may require the Client's access credentials for the social media platforms set out in the Order Form to provide the Social Media Marketing Services. The Client hereby agrees to provide the same as soon as practicable.
- 5.3 The Client hereby authorises MAP LISTING to use the Client's abovementioned access credentials solely for the purposes of providing the Social Media Marketing Services. All such information is hereby designated Confidential Information and shall be treated accordingly, as described under Clause 13.
- 5.4 Each social media campaign prepared by MAP Listing for a Client will be original work created by the MAP LISTING creative team using stock photos or royalty free images. Each content campaign will need to be approved by the Client in writing within 4 hours of delivery to the Client. Once approved, the content will go into production, any changes to the content campaign after this may be subject to additional costs and delay to the agreed timetable.
- 5.5 The Client acknowledges that MAP LISTING's ability to provide the Social Media Marketing Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide) when any new content is required from the Client, as well as the accuracy and completeness of the specifications and instructions provided by the Client and any information, data and materials the Client provides to MAP LISTINGS.
- 5.6 MAP LISTING shall produce and deliver to the Client regular reports detailing the status and progress of the social media marketing activities on each of the requested social media platforms.
- 5.7 The Client accepts that while MAP LISTING has a track record of achieving positive results using proven methodologies, MAP LISTING does not guarantee improvements of any kind, including an increase in sales, site visits or customer interactions. Previous success should not be seen as a guarantee for future success. Failure to achieve desired or anticipated success shall not constitute a breach of contract nor shall it automatically entitle the Client to terminate the contract.

6. The Map Listing Services

- 6.1 MAP LISTING shall provide the Map Listing Services as described in this Clause 6 and in the Order Form.
- 6.2 Google My Business, or GMB, is a free business listing service offered by Google to help businesses market a provided service in a provided location. To do this, a business must apply for a GMB, then Google will verify the physical business address given by sending out a postcard containing important verification information. Once the provided location is verified, the business will be added to the Google Map Listing and appear in Google search results for that specified location.
- 6.3 MAP LISTINGS will require the Client's assistance to apply for the postcard and the Client will be required to provide the information on the postcard to Map Listing. Map listing cannot be held responsible for any delays to obtaining a Google Map Listing due to the failure or delay of the Client to provide the necessary information.

7. The Client's Obligations

- 7.1 The Client acknowledges that MAP LISTING's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide) when any new content or content calendar is provided to the Client for approval, as well as the accuracy and completeness of the specifications and instructions provided by the Client and any information, data and materials the Client provides to MAP LISTING.
- 7.2 In accordance with clause 7.1 above, the Client shall provide MAP LISTING with access to, and use of, all information, data and materials reasonably required by MAP LISTING for the performance by MAP LISTING of its obligations under these Terms and Conditions.
- 7.3 The Client shall be responsible for the accuracy and completeness of the Client Materials in accordance with clause 7.4
- 7.4 If MAP LISTING's performance of any of its obligations under these Terms and Conditions is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):
- 7.4.1 MAP LISTING shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays MAP LISTING's performance of any of its obligations;
- 7.4.2 MAP LISTING shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from MAP LISTING's failure or delay to perform any of its obligations as set out in this clause 7.4; and the Client shall reimburse MAP LISTING on written demand for any costs or losses sustained or incurred by MAP LISTING arising directly or indirectly from the Client Default.

8. Fees and Payment

- 8.1 The Client shall pay the Charges as set out in the applicable Order Form. The Client acknowledges that the Charges and other relevant terms may need to be renegotiated where:
- 8.1.1 the Client amends its instructions or the scope of part or all of the Services set out in the Order Form; or
- 8.1.2 the Client wishes to use the Created Materials in a way or for a purpose not expressly permitted by these Terms and Conditions or the applicable Order Form.
- 8.2 MAP LISTING shall invoice Client on the dates or frequency as set out in the Order Form. If no dates for invoicing are set out in the Order Form, then MAP LISTING shall invoice the Client for any Charges monthly (unless otherwise agreed in writing).
- 8.3 The Client shall pay each invoice submitted by MAP LISTING in full and in cleared funds in pounds sterling to a bank account nominated by MAP LISTING within 7 days of the date of the invoice. Time for payment shall be of the essence of the Contract.
- 8.4 All amounts payable by the Client for the Services are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made by MAP LISTING to the Client, the Client shall, on receipt of a valid VAT invoice from MAP LISTING, pay to MAP LISTING such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). MAP LISTING may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by MAP LISTING to the Client.
- 8.6 MAP LISTING reserves the right to charge interest on all invoices presented to the Client which are not paid by the applicable due date at the annual rate of 4% above the base rate from time to time of the Bank of England. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which MAP LISTING receives the full outstanding amount together with all accrued interest, whether before or after judgment.
- 8.7 MAP LISTING also reserves the right to charge an additional administration rate of twenty-five pounds sterling each week that MAP LISTING have to contact you via telephone, email, text message or through any internet communications device whether personally or automatically to remind the Client that payment is overdue.
- 8.8 Without prejudice to any other right or remedy it may have, if the Client fails to pay MAP LISTING on the due date MAP LISTING may suspend all Services until payment has been made in full.
- 8.9 The parties agreed that MAP LISTING may review and increase its standard fee rates as set out in MAP LISTING's rate card at any time, provided that MAP LISTING shall give the Client written notice of any increase that may affect the Project before the proposed date of that increase.

Warranties and Indemnities

- 9.1 MAP LISTING warrants to the Client that the Services and the Created Materials published or provided pursuant to these Terms and Conditions shall be prepared by competent staff with a reasonable standard of skill and care.
- 9.2 MAP LISTING warrants that, where the Created Materials are editorial content:
- 9.2.1 the editorial content will not infringe any applicable laws or regulations and will not consist of material which is obscene, indecent, pornographic, seditious, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing or blasphemous; and
- 9.2.2 any editorial content which consists of third party materials will be properly licensed for the Client's use for the purposes for which it was supplied and in accordance with any instructions of MAP LISTING.
- 9.3 The Client warrants to MAP LISTING that:
- 9.3.1 it is authorised to use all Client Material and that the use of the Client Material by MAP LISTING in accordance with the terms of these Terms and Conditions shall not give rise to any civil or criminal liability or infringe the rights of any third party; and
- 9.3.2 the Client Materials do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights).
- 9.4 The Client shall indemnify, defend and hold MAP LISTING harmless in respect of all loss, damage and expense arising out of or relating to any breach of the terms of the Contract by the Client.
- 9.5 These Terms and Conditions (and any applicable Order Form) sets out the full extent of MAP LISTING's obligations and liabilities in respect of the supply of the Services.

Subject to clause 9.1, all conditions, warranties or other terms concerning the Services which might otherwise be implied into these Terms and Conditions or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or

d) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

e) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

10. Limitation of Remedies and Liability

10.1 Nothing in these Terms and Conditions shall operate to exclude or limit MAP LISTING's liability for:

10.1.1 death or personal injury caused by its negligence; or

10.1.2 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

10.1.3 wilful misconduct;

10.1.4 fraud; or

10.1.5 any other liability which cannot be excluded or limited under applicable law.

10.2 Subject to clause 10.1, MAP LISTING shall not be liable to the Client for any loss of profit, anticipated profit, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

10.3 Subject to clause 10.1, MAP LISTING's aggregate liability in respect of claims arising out of or in connection with these Terms and Conditions or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges payable by the Client to MAP LISTING for the applicable Order Form.

12.5 On termination or expiry of the Services:

12.5.1 the Client shall immediately pay to MAP LISTING all of MAP LISTING's outstanding unpaid invoices and interest and, in respect of Services supplied or commenced but for which no invoice has been submitted, MAP LISTING may submit an invoice, which shall be payable immediately on receipt;

12.5.2 the Client shall promptly return all of MAP LISTING's Confidential Information and materials; and

12.5.3 MAP LISTING shall provide such assistance as the Client may reasonably request to enable a smooth transition of any content from MAP LISTING to the Client (or such third party as the Client may nominate) and to minimise unnecessary downtime during the transition period. Such assistance may be subject to additional charges payable by the Client at the rates set out in MAP LISTING's rate card in place at the time.

11. Intellectual Property Rights

11.1 The Client Materials and any Intellectual Property Rights comprised therein are (and shall remain) the property of the Client, MAP LISTING shall obtain no right and interest therein, save for a royalty-free licence to use the same to the extent necessary or desirable to carry out the Services.

11.2 Save where clause 11.3 or 11.4 applies, ownership of the Created Materials (and any Intellectual Property Rights comprised therein) and all other Intellectual Property Rights arising out of or in connection with the Services shall vest in MAP LISTING. Subject to payment of the applicable Charges, the Client shall have a sole, royalty-free licence to use the Created Materials for the purpose for which they were supplied by MAP LISTING.

11.3 Where the Created Materials are video or print advertising material ("Advertising Material"), any Intellectual Property Rights comprised therein shall vest in MAP LISTING. Subject to payment of the applicable Charges, the Client shall have an exclusive licence to use the Advertising Material for the purpose for which it was supplied by MAP LISTING. The Client acknowledges that the applicable Charges will include usage charges as set out in the applicable Order Form. MAP LISTING acknowledges that it may not (i) permit any third party to use the Advertising Material or (ii) itself make any use of the Advertising Material except for the purposes of performing the Services or as permitted by clause 11.4.

11.4 Notwithstanding the terms of this clause, MAP LISTING may make reasonable use of any Created Materials for the purposes of promoting its services.

11.5 The Client acknowledges that if (following completion or termination of the Services) it wishes to take ownership or control of the Created Materials or use the Created Materials for a purpose which is not expressly permitted in the Contract, this shall be subject to the agreement of MAP LISTING and may be subject to the payment of further charges or licence fees by the Client.

11.6 Save as expressly stated in clauses 11.3 and 11.4, the Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of such Intellectual Property Rights may be conditional on the Client obtaining a licence from the relevant rights holder.

13. Confidentiality

13.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

13.3 The obligations set out in this clause 13 shall not apply to Confidential Information which the receiving party can demonstrate:

13.3.1 is or has become publicly known other than through breach of this clause 13; or

13.3.2 was in possession of the receiving party prior to disclosure by the other party; or

13.3.3 was received by the receiving party from an independent third party who has full right of disclosure; or

13.3.4 was independently developed by the receiving party; or

13.3.5 was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

13.4 The obligations of confidentiality in this clause 12 shall not be affected by the expiry or termination of these Terms and Conditions.

13.5 The parties acknowledge that nothing in these Terms and Conditions shall affect each party's right to use as it sees fit any general marketing or advertising experience gained in the course of providing or receiving the Services.

12. Term and Termination

12.1 The commencement date of these Terms and Conditions shall be the date on which the Order Form is signed by both parties or the date on which MAP LISTING starts providing any Services, whichever is earlier. The duration of these Terms and Conditions shall be as set out in the Order Form.

12.2 If the Client terminates the Contract before the end of any minimum period specified in the Order Form the Client shall be charged 85% of the Charges due for the remainder of the term.

12.3 The client can terminate the agreement by giving 30 days notices after the agreed contract term by emailing to sales@maplisting.co.uk

12.4 Either party may terminate these Terms and Conditions immediately at any time by written notice to the other party if:

12.4.1 that other party commits any material breach of its obligations under the Contract which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or

12.4.2 that other party:

a) ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions); or

b) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or

Force Majeure

14.1 Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

14.2 In the event that a Party to these Terms and Conditions cannot perform their obligations hereunder as a result of force majeure for a continuous period of one month the other Party may at its discretion terminate these Terms and Conditions by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of these Terms and Conditions.

No Waiver

No failure or delay by either Party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of these Terms and Conditions into full force and effect.

17. **Costs**

Subject to any provisions to the contrary each Party to these Terms and Conditions shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of these Terms and Conditions.

18. **Assignment and Sub-Contracting**

MAP LISTING may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Client shall not, without the prior written consent of MAP LISTING, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

19. **Relationship of the Parties**

Nothing in these Terms and Conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in these Terms and Conditions.

20. **Notices**

20.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or

20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. **Entire Agreement**

21.1 These Terms and Conditions and any Order Form (together the "Contractual Documentation") constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of these Terms and Conditions

21.2 No warranty or representation. The parties agree that neither of them has been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions as a warranty.

22. **Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

23. **Law and Jurisdiction**

These Terms and Conditions 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 and Wales. 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 these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).