

PLEASE READ CAREFULLY BEFORE USING THE SERVICES OF THIS WEBSITE

These terms and conditions (“Terms”) are a legal agreement between you (“Customer” or “you”) and Campaign and Digital Intelligence Limited incorporated and registered in England and Wales under number 070669939 whose registered office is 384 Linthorpe Road, Middlesbrough, Tees Valley TS5 6HA (“CANDDi”, “us” or “we”) for the subscription services provided by CANDDi to you under these Terms using the Software via www.canddi.com or any other website notified to you by CANDDi from time to time (“Services”).

We allow you to use the Services on the basis of these Terms. We do not sell the Software to you. We remain the owners of the Software at all times.

It is agreed

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this condition 1 apply in these Terms.

Administrator	your employee(s) who is elected by you to choose and approve Authorised Users, use the Services and have account administrator capabilities;
Authorised Users	your employees, agents and independent contractors who are authorised by the Authorised Administrator to use the Services;
Business Day	any day which is not a Saturday, Sunday or public holiday in the UK;
CANDDi Capture Software	the software application hosted by or on behalf of CANDDi which receives and processes data from the CANDDi Trackers and delivers such data to the CANDDi Management Console;
CANDDi Management Console	the software console at a subdomain of www.canddi.com , as notified to you by CANDDi, which is hosted by CANDDi and which displays the personal profile information provided as part of the Services;
CANDDi Trackers	the software code file unique to you which enables CANDDi to provide the Services;

Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in condition 10.5;
Cookies	any technology or software which allows the storage of or access to information stored on the terminal equipment of an End User;
Customer Data	the data: <ul style="list-style-type: none"> (a) that you input to the Software as part of your use of the Services; (b) collected by the CANDDi Trackers on your behalf from the Customer's Website or End Users as part of the Services; or (c) acquired by CANDDi on your behalf from third parties.
Customer Website(s)	the websites owned or operated by you and listed in the Order Form;
Data Controller	has the meaning given in the Data Protection Act 1998;
Data Processor	has the meaning given in the Data Protection Act 1998;
Effective Date	the date on which you download the CANDDi Trackers;
End Users	those individuals who visit the Customer Website(s);
Normal Business Hours	9:00 to 17:00 UK time on any Business Day;
Order Form	the order form provided to you by CANDDi which sets out further details regarding the Services;
Personal Data	data relating to living individuals as defined in the Data Protection Act 1998;
Software	the CANDDi Trackers, the CANDDi Capture Software and the CANDDi Management Console;
Subscription Fees	the subscription fees payable by you to CANDDi for the Service, as set out in the Order Form which shall vary

from time to time if there is an increase in the volume of traffic on any Customer Website(s) or additional Customer Website(s);

Subscription Term has the meaning given in condition 13.1; and

Virus any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. **Subscriptions**

2.1 Subject to you paying the Subscription Fees and adhering to these Terms, CANDDi hereby grants you a non-exclusive, non-transferable right to permit the Administrator and Authorised Users to use the Software and the Services during the Subscription Term solely for the purposes of generating personal profile reports on End Users to be used solely for your internal business operations.

2.2 In relation to the Administrator and Authorised Users, you undertake that the Administrator and each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that the Administrator and each Authorised User shall keep his password confidential.

2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

- 2.3.6 causes damage or injury to any person or property; and
- 2.3.7 CANDDi reserves the right, without liability to you and without prejudice to any other rights or remedies it may have, to disable your access to any material that breaches the provisions of this condition.

2.4 You shall not:

- 2.4.1 use any of the Customer Data or personal profile reports or other information generated as part of the Services for any illegal or unlawful purposes;
- 2.4.2 install or attempt to install the CANDDi Trackers on any website other than the Customer Website(s);
- 2.4.3 materially change the nature or purpose of the Customer Website(s) without CANDDi's prior written consent;
- 2.4.4 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 2.4.4.1 and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - 2.4.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.5 access all or any part of the Software or the Services in order to build a product or service which competes with the Services; or
- 2.4.6 use the Services or the Software to provide services to third parties; or
- 2.4.7 subject to condition 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Services available to any third party except the Administrator and the Authorised Users, or
- 2.4.8 attempt to obtain, or assist third parties in obtaining, access to the Software or the Services, other than as provided under this condition 2.

2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Software and, in the event of any such unauthorised access or use, promptly notify CANDDi.

3. Additional Websites and Increase in Traffic

3.1 Your Subscription Fees are based on the number of Customer Websites and the volume of traffic to the Customer Websites as set out in the Order Form.

3.2 In the event:

- 3.2.1 you wish to use the CANDDi Trackers on additional websites to the Customer Website(s); or
- 3.2.2 the Customer Website(s) receives a larger volume of traffic than set out in the Order Form and such increase falls within a higher fee band of CANDDi's then current subscription fee prices;
- you should use the CANDDi Console Management Software to increase the scope of your Services. Your Subscription Fee will increase according to CANDDi's then current subscription fee prices.
- 3.3 In the event you do not increase the scope of your Services in accordance with condition 3.2 and:
- 3.3.1 you install the CANDDi Trackers on any website that is not a Customer Website; or
- 3.3.2 any Customer Website receives a larger volume of traffic than set out in the Order Form and such increase falls within a higher fee band of CANDDi's then current subscription fee prices;
- you shall pay to CANDDi the difference between the actual Subscription Fee paid and the Subscription Fee due as set out in CANDDi's then current subscription fee price list and the applicable administration charge as set out in CANDDi's then current subscription fee price list.
- 3.4 Any increase in Subscription Fees under condition 3.2 or condition 3.3 shall apply for the remainder of the Subscription Term, subject always to our right to increase it if there is an increase in the number of Customer Websites or an increase in the volume of traffic to the Customer Website(s).
- 3.5 You shall pay to CANDDi the increased Subscription Fees and any administration fees in accordance with condition 8 and, if such increase occurs part way through any billing month, the amount of the increase in Subscription Fees shall be pro-rated for the remainder of the billing month.
4. **Services**
- 4.1 CANDDi shall, during the Subscription Term, provide the Services to you subject to these Terms.
- 4.2 CANDDi shall supply to you the CANDDi Trackers and you shall install the CANDDi Trackers on the Customer Website(s).
- 4.3 CANDDi shall configure the CANDDi Capture Software and the CANDDi Management Console to enable the data collected by the CANDDi Trackers to be captured and processed.

- 4.4 CANDDi shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 4.4.1 planned maintenance carried out during the maintenance window of 22:00 to 02:00 UK time; and
 - 4.4.2 unscheduled maintenance performed outside Normal Business Hours, provided that CANDDi has used reasonable endeavours to give you at least 4 Normal Business Hours' notice in advance.
- 4.5 CANDDi will, as part of the Services, use its technology to survey and feedback on your use of the Services. Any Personal Data collected as part of this activity will be processed in accordance with CANDDi's privacy policy from time to time.
5. **Customer Data**
- 5.1 You shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 It shall be your responsibility to notify CANDDi when you require back-ups of the Customer Data to be created and CANDDi's only obligation in this respect shall be to provide a copy of the Customer Data to the Customer within 7 Business Days of such a request.
- 5.3 In the event of any loss or damage to Customer Data, your sole and exclusive remedy shall be for CANDDi to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data provided to you by CANDDi.
- 5.4 CANDDi shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by CANDDi to perform services related to Customer Data maintenance and back-up).
- 5.5 In providing the Services, CANDDi shall process Personal Data of End Users or that Personal Data otherwise within the Customer Data on your behalf and the parties record their intention that in respect of such processing you, the Customer, shall be the Data Controller and CANDDi shall be a Data Processor and in any such case:
- 5.5.1 you shall ensure that you are entitled to transfer such Personal Data to CANDDi so that CANDDi may lawfully use, process and transfer such Personal Data in accordance with these Terms on your behalf;

- 5.5.2 you shall ensure that all relevant third parties including, but not limited to, the End Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 5.5.3 CANDDi shall process such Personal Data only in accordance with these Terms and any lawful instructions reasonably given by the Customer from time to time; and
 - 5.5.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data or its accidental loss, destruction or damage.
- 5.6 Without prejudice to its obligations under condition 5.5, you shall:
- 5.6.1 include a privacy policy on each Customer Website(s) which includes the following:
 - 5.6.1.1 the identity of the Data Controller;
 - 5.6.1.2 the nature of the Personal Data processed;
 - 5.6.1.3 the purposes for which such Personal Data will be used;
 - 5.6.1.4 how that Personal Data is collected (and methods of seeking appropriate consents where necessary);
 - 5.6.1.5 how and where the Personal Data is stored; and
 - 5.6.1.6 whether the Personal Data will be shared with any third parties and if so, identification those third parties and the purpose for which the Personal Data is being shared; and
 - 5.6.1.7 details of how End Users may request a copy of their Personal Data being processed (a subject access request) and the correction or deletion of such Personal Data;
 - 5.6.2 obtain the End User's consent to the use of Cookies on the Customer Website(s) for the purposes of allowing the Services to be provided;
 - 5.6.3 not request any sensitive Personal Data to be processed by CANDDi in providing the Services;
 - 5.6.4 comply with the provisions of the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 with regards to the use of Cookies on the Customer Website(s); and
 - 5.6.5 without delay deal with any requests made by CANDDi, whether automatically through the Software or otherwise, for action to be taken in relation to any Personal Data collected by CANDDi in providing the Services.
6. **CANDDi's Obligations**
- 6.1 CANDDi undertakes that the Services will be performed substantially with reasonable skill and care.

- 6.2 The undertaking at condition 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to CANDDi's instructions, a breach of these Terms or modification or alteration of the Services by any party other than CANDDi or CANDDi's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, CANDDi will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in condition 6.1. Notwithstanding the foregoing, CANDDi:
- 6.2.1 does not warrant that your use of the Services or the Software will be uninterrupted or error-free; nor that the Services and/or the information obtained through the Services will meet your requirements; and
 - 6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 These Terms shall not prevent CANDDi from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

7. **Your Obligations**

- 7.1 You shall:
- 7.1.1 provide CANDDi with:
 - 7.1.1.1 all necessary co-operation in relation to these Terms; and
 - 7.1.1.2 all necessary access to such information as may be required by CANDDi;
 - 7.1.2 in order to provide the Services, including but not limited to Customer Data, security access information and configuration services:
 - 7.1.2.1 comply with all applicable laws and regulations with respect to your activities under these Terms; and
 - 7.1.2.2 carry out all your other responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, CANDDi may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 7.1.3 ensure that the Administrator and Authorised Users use the Services in accordance with these Terms and shall be responsible for any breach of these Terms by the Administrator or any Authorised User;

- 7.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for CANDDi, its contractors and agents to perform their obligations under these Terms, including without limitation the Services;
- 7.1.5 ensure that its network and systems comply with the relevant specifications provided by CANDDi from time to time; and
- 7.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CANDDi's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

8. **Charges and Payment**

- 8.1 You shall pay the Subscription Fees to CANDDi in accordance with this condition 8.
- 8.2 Prior to the Effective Date you shall provide to CANDDi valid, up-to-date and complete credit card details, or information evidencing the creation of a standing order in respect of the Subscription Fees acceptable to CANDDi and any other relevant valid, up-to-date and complete contact and billing details required by CANDDi.
- 8.3 If you elect to pay the Subscription Fees by credit card, then you hereby authorise CANDDi to bill such credit card for such Subscription Fees in accordance with these Terms.
- 8.4 If CANDDi has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of CANDDi:
 - 8.4.1 CANDDi may, without liability to you, disable the your password, account and access to all or part of the Services and CANDDi shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 8.4.2 interest shall accrue on such due amounts at an annual rate equal to 8% over the then current base lending rate of Barclays Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.5 All amounts and fees stated or referred to in these Terms:
 - 8.5.1 shall be payable in pounds sterling; and
 - 8.5.2 are exclusive of value added tax, which shall be added to CANDDi's invoice(s) at the appropriate rate.
- 8.6 CANDDi shall be entitled to increase the Subscription Fees in accordance with clause 3 or with 30 days' prior notice to you.

9. **Proprietary Rights**

- 9.1 CANDDi hereby grants to you a non-exclusive, non-transferable licence to use the Software for the purposes of receiving and using the Services only.
- 9.2 You acknowledge and agree that CANDDi and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated in these Terms, these Terms do not grant you any rights to, or in any intellectual property rights or any other rights or licences in respect of the Software or the Services.
- 9.3 You hereby grant to CANDDi a non-exclusive, worldwide, royalty free licence to use for the purposes of providing the Services, any photographs, text or other materials in the Customer Data or on the Customer's Website which are processed by the Software as part of the Services and/or included in any reports generated as part of the Services.
- 9.4 Anonymised assumptions, which do not constitute Personal Data of an End User, created by CANDDi using the Customer Data shall not constitute Customer Data and CANDDi shall own all intellectual property rights in such anonymised assumptions.

10. **Confidentiality**

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 10.1.2 was in the other party's lawful possession before the disclosure;
 - 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.

- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute CANDDi's Confidential Information.
- 10.6 CANDDi acknowledges that the Customer Data is your Confidential Information.
- 10.7 This condition 10 shall survive termination of these Terms, however arising.

11. **Indemnity**

- 11.1 You shall defend, indemnify and hold harmless CANDDi against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services, provided that:
 - 11.1.1 you are given prompt notice of any such claim;
 - 11.1.2 CANDDi provides reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 11.1.3 you are given sole authority to defend or settle the claim.

12. **Limitation of Liability**

- 12.1 This condition 12 sets out the entire financial liability of CANDDi (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:
 - 12.1.1 any breach of these Terms;
 - 12.1.2 any use made by you of the Software, the Services or any part of them; and
 - 12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 12.2 Except as expressly and specifically provided in these Terms:
 - 12.2.1 you acknowledge and agree that the personal profile reports obtained as a result of the use of the Services are intended as an indication of the likely identity of and personal profile of the End Users, but CANDDi cannot guarantee the accuracy or reliability of the same and you assume sole responsibility for its interpretation and use of the personal profile reports and other information obtained from the use of the Services and for conclusions drawn and actions taken as a result of such interpretation and use;
 - 12.2.2 CANDDi shall have no liability for any damage caused by errors or omissions in any information, instructions or Personal Data which you provide to CANDDi or obtained

by CANDDi from any End User's interaction with the Customer Website(s) in connection with the Services, or any actions taken by CANDDi at your direction;

12.2.3 **CANDDi shall have no liability for loss or damage caused by the use of the CANDDi Trackers on the Customer Website(s) where you fail to carry out full and proper acceptance tests in respect of the CANDDi Trackers on a non-live test version of the Customer Website(s) to ensure that the CANDDi Trackers are compatible with the Customer Website(s);**

12.2.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and

12.2.5 the Services and the Software are provided to you on an "as is" basis.

12.3 Nothing in these Terms excludes or limits the liability of CANDDi:

12.3.1 for death or personal injury caused by CANDDi's negligence;

12.3.2 for fraud or fraudulent misrepresentation; or

12.3.3 for any other liability in respect of which it would be unlawful for CANDDi to exclude and/or limit such liability.

12.4 Subject to condition 12.2 and condition 12.3:

12.4.1 CANDDi shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any regulatory penalties, loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and

12.4.2 CANDDi's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the total Subscription Fees and Additional User Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. **Term and Termination**

13.1 These Terms shall, unless otherwise terminated as provided in this condition 13, commence on the Effective Date and shall continue until:

13.1.1 either party gives the other party 30 days notice in writing to terminate these Terms;
or

13.1.2 otherwise terminated in accordance with these Terms;
(the "Subscription Term").

- 13.2 Without prejudice to any other rights or remedies to which CANDDi may be entitled, CANDDi may terminate these Terms immediately without liability to you if you breach conditions 2.3 or 2.4.
- 13.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate these Terms immediately without liability to the other if:
- 13.3.1 the other party commits a material breach of any of the terms of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
 - 13.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 13.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 13.3.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 13.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 13.3.6 the other party ceases, or threatens to cease, to trade; or
 - 13.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 13.4 On termination of these Terms for any reason:
- 13.4.1 all licences granted under these Terms shall immediately terminate;
 - 13.4.2 each party shall return and make no further use of the Software, Services, any equipment, property and other items (and all copies of them) belonging to the other party;
 - 13.4.3 subject to condition 13.5, CANDDi may destroy or otherwise dispose of any of the Customer Data in its possession unless CANDDi receives, no later than 10 days after the effective date of the termination of these Terms, a written request for the delivery to you of the then most recent back-up of the Customer Data. CANDDi shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees

and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by CANDDi in returning or disposing of Customer Data; and

13.4.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13.5 In the event you continue to make use of the Software and/or Services contrary to condition 13.4 you shall continue to be subject to these Terms and shall pay to CANDDi an amount as calculated in accordance with CANDDi's then current prices for such use.

13.6 CANDDi shall be entitled to retain, store and reuse any information acquired from a third party data source in cached form for the duration of these Terms and for a period of 3 months from the date of termination and you shall notify the End User of the same in your privacy policy.

14. **Force Majeure**

CANDDi shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CANDDi or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

15. **Variation**

CANDDi has the right to revise and amend these Terms from time to time on giving you at least 30 days' notice.

16. **Waiver**

16.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

17. **Severance**

17.1 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. **Entire Terms**

18.1 These Terms, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the provision of the Services.

18.2 Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

19. **Assignment**

19.1 You shall not, without the prior written consent of CANDDi, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

19.2 CANDDi may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

20. **No Partnership or Agency**

Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. **Third Party Rights**

These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. **Notices**

22.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address or such other address or email address as may have been notified by that party.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 09:00 on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

22.3 A notice delivered by email shall be deemed to have been received 48 hours after it is sent.

23. **Governing Law and Jurisdiction**

23.1 These Terms 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.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).