

Web Support and Maintenance Agreement

PARTIES

1. Darren Barklie (trading as Craft Applied), and operating from Market Hall, Douglas, Isle of Man (the "**Developer**"); and
2. The party identified in Paragraph 3(b) of Schedule 1 (the "**Customer**").

BACKGROUND

1. The Provider is a web designer and developer offering digital marketing services.
2. The Provider and the Customer therefore wish to enter into a contract in accordance with the provisions of this Agreement.

AGREEMENT

1. Definitions

- 1.1 In this Agreement, except to the extent expressly provided otherwise:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in the Isle of Man;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Paragraph 2 of Schedule 1 (Web support and maintenance particulars);
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of this

Agreement) by the time spent by the Provider's personnel performing the Services (rounded by the Provider to the nearest quarter hour);

"Confidential Information" means the Provider Confidential Information and the Customer Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer Confidential Information" means:

- (a) any information disclosed by (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been understood by the Provider (acting reasonably) to be confidential; and
- (b) the terms of this Agreement;

"Customer Indemnity Event" has the meaning given to it in Clause 14.3;

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding data with respect to which the Provider is a data controller;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintained Software" means the Supported Website software to the extent that it is installed upon the same server as the Supported Website software and is used by the Supported Website;

"Maintenance Services" means the supply to the Customer and application to the Maintained Software of Updates and Upgrades;

"Minimum Term" means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Provider Confidential Information" means:

- (a) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and
- (b) the terms of this Agreement;

"Provider Indemnity Event" has the meaning given to it in Clause 14.1;

"Release" means, in respect of an Update or Upgrade produced by the Provider, the release of that Update or Upgrade to the customers of the Provider generally and, in respect of an Update or Upgrade produced by a person other than the Provider, the public release of that Update or Upgrade (and **"Released"** shall be construed accordingly);

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Support Services" means support in relation to use of the Supported Website and the identification and resolution of errors in the Supported Website, the addition of content to the Supported Website, and minor changes in the layout and design of the Supported Website (providing that the Provider shall determine acting reasonably whether a proposed change is minor); for the avoidance of doubt, such services shall not include the provision of training services, significant changes in the layout or design of the Supported Website or any software development services;

"Supported Website" means the website or websites identified as such in Schedule 1 (Web support and maintenance particulars);

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or minor version update to the Maintained Software; and

"Upgrade" means a major version upgrade of the Maintained Software.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17 or any other provision of this Agreement.

3. Maintenance Services

3.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

3.2 The Provider shall provide the Maintenance Services in accordance with Schedule 2 (Maintenance SLA).

3.3 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

3.4 Either party may terminate the Maintenance Services by giving to the other party at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date.

3.5 If the Provider stops or makes a good faith decision to stop providing maintenance services in relation to the Maintained Software to its customers generally, then the Provider may terminate the Maintenance Services by giving at least 90 days' written notice of termination to the Customer.

3.6 If the Maintenance Services are terminated in accordance with the provisions of this Clause 3:

(a) the Customer must pay to the Provider any outstanding Charges in respect of Maintenance Services provided to the Customer before the termination of the Maintenance Services;

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Maintenance Services that were to be provided to the Customer after the termination of the Maintenance Services; and

(c) the provisions of this Clause 3, excluding this Clause 3.6, shall cease to apply, but the other provisions of this Agreement will continue notwithstanding such termination.

3.7 For the avoidance of doubt, the Maintenance Services shall automatically terminate upon the termination of this Agreement.

4. Support Services

4.1 The Provider shall provide the Support Services to the Customer during the Term.

4.2 The Provider shall provide the Support Services in accordance with Schedule 3 (Support SLA).

4.3 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

4.4 Either party may terminate the Support Services by giving to the other party at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date.

4.5 If the Support Services are terminated in accordance with the provisions of this Clause 4:

- (a) the Customer must pay to the Provider any outstanding Charges in respect of Support Services provided to the Customer before the termination of the Support Services;
- (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Support Services that were to be provided to the Customer after the termination of the Support Services; and
- (c) the provisions of this Clause 4, excluding this Clause 4.5, shall cease to apply, but the other provisions of this Agreement will continue notwithstanding such termination.

4.6 For the avoidance of doubt, the Support Services shall automatically terminate upon the termination of this Agreement.

5. Customer obligations

5.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

5.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be

reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.

6. No assignment of Intellectual Property Rights

6.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

7. Charges

7.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.

7.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 7.2.

7.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Developer. The Developer is presently not registered for VAT, however should they become registered for VAT in the future, VAT may be charged on amounts stated in the agreement.

7.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of this Agreement, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

8. Timesheets

8.1 The Provider must:

(a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and

(b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

8.2 Within 10 Business Days following receipt of a written request, the Provider shall supply to the Customer copies of such of the timesheets referred to in Clause 8.1 and in the Provider's possession or control as the Customer may specify in that written request.

9. Minimum Services commitment

9.1 Unless otherwise stated in the Financial Provisions paragraph of Schedule 1 there is no minimum monthly services commitment.

10. Payments

10.1 The Provider shall issue invoices for the Charges to the Customer from time to time during the Term.

10.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10.

10.3 The Customer must pay the Charges using such payment details as are notified by the Provider to the Customer from time to time.

10.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

- (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (Parliament).

11. Confidentiality obligations

11.1 The Provider must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent no less onerous than those contained in this Agreement;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) not use any of the Customer Confidential Information for any purpose other than to comply with the provision of this Agreement.

11.2 The Customer must:

- (a) keep the Provider Confidential Information strictly confidential;
- (b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care; and

11.3 Notwithstanding Clauses 11.1 and 11.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors]who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

11.4 No obligations are imposed by this Clause 11 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party;
or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

11.5 The restrictions in this Clause 11 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

11.6 Upon the termination of this Agreement, each party must immediately cease to use the other party's Confidential Information.

11.7 Following the termination of this Agreement, and within 21 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.

11.8 The provisions of this Clause 11 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

12. Data protection

12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

12.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

12.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of required to comply with its obligation under this Agreement and the Provider shall only process the Customer Personal Data for the purpose of complying with this Agreement.

12.4 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 12.

12.5 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in this Agreement or any other document agreed by the parties in writing.

12.6 Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by the law of any country to which it is required to comply. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

12.7 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.8 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

12.9 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Provider must not implement the changes.

12.10 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, third parties within the following categories:

- (a) website monitoring
- (b) email tracking and reporting
- (c) user behaviour tracking
- (d) program performance analysis
- (e) error detection and reporting

12.11 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.12 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

12.13 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 12 and the Data Protection Laws.

12.14 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

12.15 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 12. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 12.15.

12.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. Warranties

13.1 The Provider shall provide the Services with reasonable skill and care.

13.2 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.3 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Indemnities

14.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of this Agreement (a "**Provider Indemnity Event**").

14.2 The Customer must:

- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- (b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- (d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

without prejudice to the Provider's obligations under Clause 14.1 OR and the Provider's obligation to indemnify the Customer under Clause 14.1 shall not apply unless the Customer complies with the requirements of this Clause 14.2.

14.3 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the

Provider and arising directly or indirectly as a result of any breach by the Customer of this Agreement (a "**Customer Indemnity Event**").

14.4 The Provider must:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and
- (d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

without prejudice to the Customer's obligations under Clause 14.3.

14.5 The indemnity protection set out in this Clause 14 shall be subject to the limitations and exclusions of liability set out in this Agreement.

15. Limitations and exclusions of liability

15.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

- (a) are subject to Clause 15.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

15.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

15.10 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the greater of:

- (a) £1,000; and
- (b) the total amount paid and payable by the Customer to the Provider under this Agreement in the 12 month period preceding the commencement of the event or events.

15.11 The aggregate liability of each party to the other party under this Agreement shall not exceed the greater of:

- (a) £1,000; and
- (b) the total amount paid and payable by the Customer to the Provider under this Agreement.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and

- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 The Provider may terminate this Agreement by giving to the Customer written notice of termination after the end of the Minimum Term. The Customer may terminate this Agreement by giving to the Provider not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.

17.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
- (b) the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

17.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent

company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d) if that other party is an individual:

(i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

17.4 The Provider may terminate this Agreement immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to the Provider under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 17.4.

17.5 [The rights of termination set out in this Agreement shall not exclude any rights of termination available at law.] OR [This Agreement may only be terminated in accordance with its express provisions.]

18. Effects of termination

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 8, 9, 10.2, 10.4, 11, 12.1, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 14, 15, 18, 21, 22, 23, 24, 25, 26, 27 and 28.

18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,

without prejudice to the parties' other legal rights.

19. Notices

19.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 19.2):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2 The parties' contact details for notices under this Clause 19 are as defined in Section 3 of Schedule 1 (Web Support and Maintenance Particulars).

19.3 The addressee and contact details set out in Clause 19.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

20.1 Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement.

20.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21. Assignment

21.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under this Agreement.

21.2 The Provider hereby agrees that the Customer may assign, transfer or otherwise deal with the Customer's contractual rights and obligations under this Agreement.

22. No waivers

22.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

22.2 No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

23. Severability

23.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

24.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

24.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

25. Variation

25.1 This Agreement may not be varied except by means of a written document signed by or on behalf of each party.

26. Entire agreement

26.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

26.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

26.3 The provisions of this Clause 26 are subject to Clause 15.1.

27. Law and jurisdiction

27.1 This Agreement shall be governed by and construed in accordance with Manx law.

27.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the Isle of Man.

28. Interpretation

28.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

28.2 The Clause headings do not affect the interpretation of this Agreement.

28.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

28.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.