ANGLIA COMPUTER SOLUTIONS BUSINESS LTD
MASTER SERVICES AGREEMENT

Last Updated: 3rd June 2024

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THIS AGREEMENT is made **BETWEEN:**

1. **ANGLIA COMPUTER SOLUTIONS BUSINESS LTD** is a limited company incorporated in England and Wales with registration number 09865554, whose registered office is at 28-29 BERTIE WARD WAY, RASHES GREEN IND. EST, DEREHAM, NORFOLK, NR19 1TE and principal place of business is at 28-29 BERTIE WARD WAY, RASHES GREEN IND. EST, DEREHAM, NORFOLK, NR19 1TE ("**ACS BUSINESS**");

   And

2. **THE CUSTOMER** identified in the contract application (the "**Customer**")

The parties to this Agreement agree to sign this Agreement by electronic signature (whatever the form the electronic signature takes) and agree that such method of signature shall be equally conclusive of their intention to be bound by the terms and conditions of this Agreement.

By signing up for the Services you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable laws and regulations in relation to this Agreement.

1. Definitions and Interpretation

1.1. In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

"Acceptable Use Policy"	ACS BUSINESS's acceptable use policy concerning use of the Service at the Appendix to this Agreement as may be updated from time to time in accordance with clause 8.13.7;
"ACS Business"	Anglia Computer Solutions Business Limited. Company number 09865554.
"the Act"	the Communications Act 2003;
"Agreement"	the execution page, the Particulars of Contract and these General Terms and Conditions;
"Appropriate Use"	the use of services in accordance with the Numbering Conventions set down by Ofcom which govern the use and management of numbers and codes from the United Kingdom's Specified Numbering Scheme;
"Associated Company"	each and any Parent Undertaking or Subsidiary Undertaking of a company and each and any Subsidiary Undertaking of a Parent Undertaking of that company. Parent Undertaking and Subsidiary Undertaking shall have the meanings given to them as in section 1162 of the Companies Act 2006;
"Business Day"	any day which is not a Saturday, a Sunday or a bank or public holiday in England;
"Charges"	the charges for use, installation and delivery of the Services as specified in the Service Schedule;
"CLI" or "Caller Line Identifier"	a single telephone line with a unique telephone number allocated as part of the UK national switched network;
"Customer"	the party identified in the application for an account;
"Customer Information"	the information that the Customer should provide to ACS BUSINESS in relation to the Services (including all relevant details which relate to the Customer's and/or any User's requirement for the provision of the Services and information more particularly described in the Service Schedule);
"Code"	any Code of Practice relevant to the Services issued by Phonepay Plus or Ofcom as amended from time to time;
"Confidential Information"	all confidential information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one party from

	the other or from a third party, including any information relating to a Party's operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers and business affairs;
"ACS BUSINESS Network"	the system for the conveyance, through the agency of electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy of (i) speech, music and other sounds, (ii) visual images signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise than in the form of sounds or visual images or (iii) signals serving for the actuation or control of machinery or apparatus which ACS BUSINESS operates in connection with the provision of the Service;
"the Equipment"	any all equipment owned or controlled by ACS BUSINESS utilised in the provision of the Service, including but not limited to the equipment related to or used in connection with the metallic path facility provided by a Service Provider;
"Go Live Date"	the date when ACS BUSINESS notifies the Customer or any User that the Service is ready for use by the Customer or User, or if earlier the date when the Customer or User or starts to use the Service;
"Insolvency Event"	the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity: (a) the entity passing a resolution for its winding-up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; (b) the filing of a notice of intention to appoint an administrator of or, the filing of a notice of appointment of an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrance taking possession of or levying distress over, or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; (c) the entity proposing to enter into, or entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; (d) the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
"Intellectual Property Rights"	(i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;
"Loss" or "Losses"	any and all losses, damages, costs, expenses, (including court or legal expenses) or other liabilities of whatever nature (whether foreseeable or not);
"Order"	the Customer's request for the supply of Services to a User as accepted by ACS BUSINESS in accordance with the applicable Services Agreement;
"Service"	the services provided by ACS BUSINESS to the Customer as specified in a Service Schedule;
"Service(s) Schedules"	any agreement between the parties stated as being subject to the terms of this Agreement;
"Service Credit"	the credit offered by ACS BUSINESS for any failure by ACS BUSINESS to perform the Services in accordance with the Service Levels as more particularly specified in the Service Schedule;
"Service Levels"	the service levels in respect of the Services and specified in the Service Schedule;

"Service Minimum Period"	the minimum period for the provision of the Service as specified in the Service Schedule;
"Service Provider"	any person providing underlying or network facilities in connection with the Services;
"Support Processes"	the means of contacting ACS BUSINESS's support team and reference material outlining standard procedures;
"Trade Names"	ACS BUSINESS together with such other trade names and/or logos as ACS BUSINESS may adopt in connection with the operation of its business from time to time;
"User"	a party to whom the Customer resells the Services and any other parties (including without limit any ultimate end user) to whom the Services are subsequently resold from time to time in accordance with the terms of this Agreement;
"VAT"	value added tax as defined in the Value Added Tax Act 1994 and including any other tax from time to time replacing it or of a similar fiscal nature.
"Year"	means the period of 12 months from the date of the Agreement and each consecutive period of 12 months thereafter.

1.2. The clause headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3. References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.4. Any phrase introduced by the expressions "includes", "including" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5. Any reference to a statute, statutory provision or subordinate legislation (together "legislation") shall (except where the context otherwise requires) (i) be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (iii) shall be construed as referring to any legislation which replaces, reenacts, amends or consolidates such legislation (with or without modification) at any time.

1.6. Unless specifically provided to the contrary all notices under this Agreement shall be in writing.

1.7. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.8. References to times are to London times.

2. Term

This Agreement shall be effective upon the Customer Party completing the ACS BUSINESS online sign-up form and shall continue unless terminated in accordance with clause 15, for a minimum period of one (1) month (the "Initial Term") and shall continue thereafter until terminated in accordance with clause 15.

3. Orders

3.1. The terms and conditions set out in this Agreement shall:

3.1.1. apply to and be incorporated into each Service Schedule; and

3.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

3.2. The Customer shall submit a request to ACS BUSINESS for each Service required by the Customer and if ACS BUSINESS is prepared to provide those services to the Customer under this Agreement a general Service Schedule shall be entered into between the parties in relation to those services, and then if Orders are to be placed then they shall be placed pursuant to the terms of the relevant Services Schedule.

3.3. Each individual Service is subject to its own Service Minimum Period the Service Minimum Periods are stated either in the Service Schedules for the Services provided under those schedules or, specifically on the order documentation for

Services that carry variable Service Minimum Periods by specific Service or, failing any specific reference the Service Minimum Period defaults to thirty days.

3.4. Each individual Service is subject to its own notice period, in the absence of a specified notice period for a Service the default notice period is thirty days such notice to expire at the end of the Service Minimum Period.

3.5. Some Services are subject to termination fees which are payable on termination of the Service these are specified in the specific pricing tables where applicable.

4. Services

4.1. During the Term, and subject to the Customer's compliance with this Agreement, ACS BUSINESS shall provide the Services to the Customer to the standards of a reasonable and prudent communications services provider offering the same or similar services in the United Kingdom and in accordance in all material respects with the Agreement and the Service Schedule.

4.2. ACS BUSINESS shall use reasonable endeavours to perform the Services in accordance with the Service Levels which shall apply with effect from the Go Live Date until the Service Schedule is terminated in accordance with its terms.

4.3. If ACS BUSINESS fails to provide the Services to meet any Service Levels then:

4.3.1. ACS BUSINESS shall at ACS BUSINESS's expense deploy as soon as reasonably practicable such additional resources as are reasonably necessary to perform the Services in the future in a manner likely to meet the Service Levels.

4.3.2. for the avoidance of doubt any failure of ACS BUSINESS to provide the Services in accordance with the Service Levels shall not be a material breach unless such breach is in itself material or is a minor breach that continues to a material extent, and is demonstrated to have a detrimental effect on the services provided and the Customer has first served written notice on ACS BUSINESS giving reasonable particulars of the relevant breach or breaches and afforded ACS BUSINESS a period of two months to remedy the deficiency and ACS BUSINESS shall have failed to comply with clause 4.3.1.

4.3.3. ACS BUSINESS shall not be liable for any failure to comply with a Service Level to the extent is caused by the act or omission of any network operator

4.4. ACS BUSINESS shall use reasonable endeavours to meet any dates or times for performance of the Services specified in the Service Schedule and the Order. Except as expressly stated to the contrary in a Service Schedule or the Order any dates specified by ACS BUSINESS for performance of the Services or delivery in relation to the Agreement are an estimate only and in relation to the same and time shall not be of the essence. If no delivery dates are specified within the relevant Service Schedule delivery shall be within a reasonable time.

4.5. ACS BUSINESS may at any time make any changes to the Services supplied as it in its reasonable opinion deems necessary provided always that (a) any changes shall not materially affect the performances and/or accessibility of the Service(s) in a detrimental way; and (b) ACS BUSINESS shall provide the Customer as much notice as practicable prior to any such change taking effect (having due regard to the likely impact on the Customer and/or the Users and the nature of such change).

4.6. Customer contact

4.6.1. The Customer and ACS BUSINESS shall each promptly provide the other with details of those personnel with whom each may, in ACS BUSINESS's performance of its obligations in the provision of any of the Services and the Customer's use of the Services, wish or be required to interface.

4.6.2. Each party shall promptly notify the other of any amendments to the contact details provided and in the case of the Customer the amended details shall be provided to ACS BUSINESS in accordance with clause 4.6.1.

4.6.3. ACS BUSINESS shall not be liable for any failure to satisfactorily provide any Services to the extent that such failure is due to:

(i) the Customer having failed to provide the requisite information or to update such information as required by this clause 4.6; or

(ii) ACS BUSINESS being unable to make contact with the Customer's nominated personnel due to such personnel

being unavailable.

5. Software

5.1. ACS BUSINESS hereby grants the Customer the right to use all software provided by ACS BUSINESS as part of the Services. Such licence shall be a personal, revocable, non-transferable, non-sub licensable right to use such software (without the requirement to pay licence fee or royalty fees) to the extent necessary to use the Services as contemplated by the Agreement and any Services Agreement. Such licence shall terminate immediately on the cessation of the provision of the applicable Services by ACS BUSINESS.

5.2. ACS BUSINESS shall, as soon as is reasonably practicable (after becoming aware) notify the Customer in the event that any use of the Services by the Customer or any User causes ACS BUSINESS to be in breach of any software licence which ACS BUSINESS has in place with any third-party licensor in order to provide the Services (or any part thereof). The Customer shall, as soon as is reasonably practical after such notification cease to use the Services in such manner and/or shall procure the same of Users (as applicable).

6. Equipment

6.1. The Equipment will at all times remain the property of ACS BUSINESS or, if provided by a Service Provider, that Service Provider unless otherwise agreed in writing.

6.2. The Customer will:

6.2.1. ensure that the Equipment is used only for the purposes of the Services;

6.2.2. not connect any other equipment to the Equipment except as expressly authorised in writing by ACS BUSINESS;

6.2.3. not tamper with or remove any label on any Equipment;

6.2.4. not (and procure that the Users do not) open, disconnect, repair, maintain, modify or remove the Equipment; and

6.2.5. permit ACS BUSINESS and/or any Service Provider to modify, change, add or replace the Equipment or any part of the Equipment;

6.3. The Customer is responsible for, and will, subject to clause 13, indemnify ACS BUSINESS in respect of, all costs, expenses and liabilities that ACS BUSINESS incurs as a result of any loss of or damage to the Equipment caused by the Customer other than where the damage or loss has been caused as a result of the Customer acting in accordance with instructions issued by ACS BUSINESS.

6.4. The Customer will not permit any lien, charge or other like restriction to be placed on the Equipment.

6.5. ACS BUSINESS may take possession of the Equipment from the Customer's or a User's premises or take other reasonable steps which ACS BUSINESS reasonably believes are necessary to protect its or the Service Provider's ownership rights in the Equipment and the Customer will use its reasonable endeavours to provide ACS BUSINESS with the necessary access to exercise these rights.

6.6. Promptly after expiry or earlier termination of any Services Agreement, the Customer will use its reasonable endeavours to provide ACS BUSINESS and Service Providers with access to the Equipment and all reasonable assistance in the removal of the same

7. Charges

7.1. The Customer shall pay to ACS BUSINESS the Charges for the Services provided to the Customer. Such Charges shall be invoiced in advance for rentals and arrears for usage charges the manner set out in this Agreement.

7.2. All Charges payable by the Customer shall be payable to ACS BUSINESS in British Pounds Sterling within a maximum thirty (30) days of the date of the ACS BUSINESS invoice.

7.3. The Charges are exclusive of all applicable taxes, including VAT, sales taxes and duties of levies imposed by any authority, government department, all of which, if any, shall be assumed and paid promptly when due by the Customer.

7.4. If the Customer fails to make any payment due to ACS BUSINESS under the Agreement and/or any Services Agreement by the due date for payment (and such late or non-payment is not the subject of a bonafied dispute in accordance with

clause 7.4), then without prejudice to any other rights and remedies of ACS BUSINESS:

7.4.1. ACS BUSINESS may upon not less than 7 days' prior written notice to the Customer suspend the performance of the Service(s) to which the unpaid (or partly unpaid) invoice(s) relate and shall be under no obligation to provide any or all of such Services while the invoice(s) concerned remain unpaid, provided that notwithstanding any suspension of the Services by ACS BUSINESS, ACS BUSINESS may continue to incur expenses and/or charges of Service Providers (including, without limit, rental charges) which shall be payable by the Customer; and

7.4.2. ACS BUSINESS may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate, as permitted by the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest immediately on demand by ACS BUSINESS. This clause shall not apply to payments that the Customer contests in good faith.

7.4.3. ACS BUSINESS may charge the Customer a fixed sum for the cost of recovering a late commercial payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The amount that can be charged depends on the amount of debt and can only be charged once for each payment:
For debts up to £999.99, a charge of £40 may be applied.
For debts from £1,000 to £9,999.99, a charge of £70 may be applied.
For debts of £10,000 or more, a charge of £100 may be applied.

7.4.4. As a supplier, ACS BUSINESS may also claim reasonable costs incurred each time it attempts to recover the debt. These provisions are set forth in the Late Payment of Commercial Debts (Interest) Act 1998.

7.5. In the event that the Customer acting reasonably and in good faith disputes an invoice or any part thereof raised by ACS BUSINESS then provided that it notifies ACS BUSINESS in writing of the same as soon as is reasonably practicable and pays such part of any invoice which is not the subject of the bona-fide dispute in accordance with clause 7.1, then the provisions of 7.4.1 and 7.4.2 shall not apply to such disputed payment, unless and until it is subsequently determined that either the whole or part of the payment which is the subject of the bona fide dispute should have been payable to ACS BUSINESS by the original due date.

7.6. For the avoidance of doubt, all Charges due to ACS BUSINESS under the Agreement shall be paid in full by the Customer by the due date for payment notwithstanding that the Customer may not have received payment from its User(s) and any dispute between the Customer and its Users regarding billing, the provision of services or otherwise shall be the sole responsibility of the Customer.

7.7. Any fraud or other improper use of the Services committed by the Customer or its User(s) shall not relieve the Customer of its payment obligations to ACS BUSINESS under the Agreement.

7.8. ACS BUSINESS will consider billing queries from the Customer only if such queries are made in writing within thirty (30) days of the date of the applicable ACS BUSINESS invoice in respect of charges in connection with the use of the Services. In the absence of any queries from the Customer pursuant to this clause, the Customer is deemed to have accepted the applicable ACS BUSINESS invoice.

7.9. A Credit Note shall not be payable unless the Customer requests it within sixty (60) days from the date of the service affecting event.

7.10. ACS BUSINESS may at any time or times, with prior written notice to the Customer, set off any liability against amounts due by ACS BUSINESS to the Customer. Any exercise by ACS BUSINESS of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

7.11. All charges and rebates shall be calculated by reference to data recorded or logged by ACS BUSINESS and not to data recorded or logged by the Customer (save in the case of demonstrable error).

7.12. ACS BUSINESS will regularly review the Charges in consultation with the Customer. If ACS BUSINESS's costs of providing the Services increase as a result of any changes in legislation or regulations applying to the performance of the Services or increased taxation or increases in the charges of any relevant Service Provider, ACS BUSINESS may increase the Charges to reasonably reflect the increase in the cost of providing the Service(s) by giving not less than thirty (30) days' prior written notice to the Customer, such notice to identify the amount of the increase in the Charges.

7.13. If the Customer disputes any portion of an invoice based upon usage of the Services, ACS BUSINESS records of such usage shall be presumed to be accurate unless determined otherwise by an independent expert appointed in accordance with clause 20 (Escalation and Dispute Resolution).

7.14. ACS BUSINESS reserves the right to pass on to Customers on a cost-plus basis (adding 10%) any charges levied by the Service Provider to which it is exposed as a result of the Customer and/or its Users' and/or Additional Users' actions.

7.15. Payment Methods available are defined on the website and invoices, ACS BUSINESS reserve the right to dictate the method of payment when it deems necessary. By entering any credit or debit details onto the Customer Control Panel, you have agreed to allow ACS BUSINESS to collect the respective amounts invoiced on due date without requiring prior notice until the amount owed are cleared.

7.16. ACS BUSINESS reserves the right to carry out a credit check prior or after the Customer's acceptance of this agreement and may request copies of two utility bills from the declared business address. Subsequent to any credit check ACS BUSINESS reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Customer as a condition of providing or continuing Service. Any deposit shall be held by ACS BUSINESS for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at ACS BUSINESS's sole discretion. Any deposit does not relieve the customer of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.

8. Use of the Services

8.1. The Customer shall and shall use its reasonable endeavours to procure that the Users shall use the Services in accordance with our support processes and any reasonable operating instructions issued by ACS BUSINESS from time to time in writing (which shall for these limited purposes include email) to the Customer. ACS BUSINESS shall not be liable for any failure or delay in the provision of the Services and/or the performance of its obligations under the Agreement and/or any Services Agreement to the extent that such failure and/or delay has been caused by any failure and/or delay by the Customer and/or any User to comply with the support processes and/or any reasonable operating instruction issued by ACS BUSINESS.

8.2. The Customer shall and shall procure that all Users, be authenticated and that they shall be provided with a unique username and password in order to access any part of the Services.

8.3. The Customer shall not itself or knowingly permit any User to use the ACS BUSINESS Network or Services to do any of the following (a "Prohibited Activity"):

8.3.1. publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information;

8.3.2. threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.3.3. engage in illegal or unlawful activities through the ACS BUSINESS Network;

8.3.4. knowingly make available or upload files that contain software or other material, data or information not owned by or licensed to the Customer or a User;

8.3.5. knowingly make available or upload files that contain a virus or corrupt data;

8.3.6. falsify the true ownership of software or other material or information contained in a file that the Customer or any User makes available via the ACS BUSINESS Network;

8.3.7. "spam" or otherwise deliberately abuse any part of the ACS BUSINESS Network;

8.3.8. breach the rights of third parties;

8.3.9. obtain access, through whatever means, to notified restricted areas of ACS BUSINESS Network; or

8.3.10. act in a manner which restricts or inhibits any other user from using or enjoying ACS BUSINESS's or a Service Provider's products or services.

8.4. If the Customer becomes aware that any User is using the ACS BUSINESS Network to perform any of the Prohibited Activities the Customer shall, as reasonably appropriate, enforce the applicable terms in its agreement with its User(s) and shall use all reasonable endeavours to stop (or prevent a repetition of) such User.

8.5. If ACS BUSINESS becomes aware that a User is performing any of the Prohibited Activities, ACS BUSINESS shall bring the breach to the attention of the Customer in writing. If ACS BUSINESS have not received, within one (1) Business Days of dispatch of such a message, a satisfactory response from the Customer detailing the actions that have been taken to stop a User performing any Prohibited Activity or to prevent the repetition of a Prohibited Activity, which actions may, depending on the circumstances and if reasonable and appropriate to do so, include restricting the access of the User to

the ACS BUSINESS Network or disconnecting the User from the ACS BUSINESS Network, then ACS BUSINESS shall have the right to restrict the access of and/or disconnect the User(s) in question from the ACS BUSINESS Network. If ACS BUSINESS exercises its rights to disconnect a User it will notify the Customer as soon as reasonably practicable. Provided that if the Prohibited Activity in ACS BUSINESS's reasonable opinion is serious, (including where it has a direct or indirect impact on the experience of other Customers of ACS BUSINESS), ACS BUSINESS may suspend the provision of the services immediately in relation to the User until such time as the Prohibited Activities have ceased.

8.6. Each Party shall provide the other with all reasonably necessary co-operation, information and support to prevent and/or stop any misuse of ACS BUSINESS Network by Users.

8.7. The Customer may resell the Services to its Users and shall be entitled to permit its direct Users to resell the Services to other Users.

8.8. Any agreement between the Customer and a User or between a User and another User will be a separate arrangement between those parties and ACS BUSINESS will not be a party to it. The Users shall have no rights under this Agreement or any Service Schedule.

8.9. The Customer acknowledges that ACS BUSINESS is acting as a wholesale partner of each Service Provider and not as the agent of any Service Provider.

8.10. The Customer shall be responsible for any dealings with Users concerning the Services and shall not direct its Users to contact any Service Provider or ACS BUSINESS unless otherwise agreed in writing.

8.11. In order for ACS BUSINESS to meet its legal obligations to comply with any request by any government, enforcement or regulatory agency (Information Request) the Customer shall keep and maintain suitable records of all Users and details of all current agreements entered into between them.

8.12. The Customer shall (and shall procure that the User shall) ensure that its marketing literature accurately reflects and promotes the Services. At the written request of ACS BUSINESS, the Customer shall (or shall use its reasonable endeavours to procure that Users engaged in the re-sale of the Services will) provide ACS BUSINESS with copies of any marketing literature used by the Users in relation the resale of the Services.

8.13. The Customer shall:

8.13.1. co-operate and use all reasonable endeavours to procure that all Users co-operate with all reasonable written requests and instructions of ACS BUSINESS relating to the Services;

8.13.2. ensure that they check and reconcile their monthly invoices so as to confirm the accuracy of the invoice, the services provided and notify ACS BUSINESS of incorrect items within sixty (60) days of receipt of the invoice.

8.13.3. provide, for ACS BUSINESS, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Customer's or (so far as the Customer is able) any User's premises, office accommodation, data and other facilities as reasonably requested by ACS BUSINESS provided that such persons adhere at all times with all information communicated to them pursuant to clause 8.13.4;

8.13.4. provide, in a timely manner, such information as ACS BUSINESS may reasonably request (which is relevant to the Customer's and/or its Users receipt and use of the Services;

8.13.5. inform ACS BUSINESS of all Health and Safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's and any User's premises and provide ACS BUSINESS and Service Providers who are given access to Customer's and/or User's premises with a suitable and safe working environment;

8.13.6. ensure that all Customer's and any User's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant UK standards or requirements;

8.13.7. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of Equipment insofar as such licences, consents and legislation relate to the Customer's business and premises in all cases before the date on which the Services are to start;

8.13.8. comply and use its reasonable endeavours to procure that its Users comply with the Acceptable Use Policy as may be updated by ACS BUSINESS notifying the Customer in writing from time to time (which for these purposes shall include notification by email to the Customer's General Counsel.

8.14. The Customer shall not and shall use all reasonable endeavours to procure that its Users shall not:

8.14.1. purport to act on behalf of or represent any Service Provider; and

8.14.2. except with ACS BUSINESS's prior written consent, refer to any Service Provider in any marketing or service literature.

8.15. The Customer acknowledges that it is solely responsible for providing the Customer Information and that ACS BUSINESS shall rely on the Customer Information in determining and selecting the appropriate Services.

8.16. ACS BUSINESS shall be entitled to rely upon any written specification or written advice given by the Customer (its employees, directors, agents and sub-contractors) to ACS BUSINESS in relation to the suitability of the Services for meeting the Customer's requirements. To the extent that the Services comply with such written specification and or such written advice ACS BUSINESS shall be deemed to have supplied the same in accordance with the relevant Service Schedule, without limitation, notwithstanding the Customer Information.

8.17. ACS BUSINESS does not warrant that the Services will be uninterrupted or error free.

9. Suspension of the Service

9.1. ACS BUSINESS may suspend or block the Customer's (or any User's) access to the Service in any of the following circumstances:

9.1.1. if ACS BUSINESS or any third party providing equipment or services to ACS BUSINESS in connection with the provision of the Services is required to so do in order to comply with any law, regulation, court order, or request, order, direction, determination or consent by or of a governmental or regulatory body or authority;

9.1.2. where a Service is no longer provided by the applicable Service Provider and the same has been notified by ACS BUSINESS to the Customer at least 30 days prior to the date of suspension and notwithstanding such notice, the Customer has not contracted with ACS BUSINESS for an alternative service or served 14 days' notice to terminate the Service the subject of the suspension;

9.1.3. If ACS BUSINESS or any third party providing equipment or services to ACS BUSINESS in connection with the provision of the services requires to carry out any emergency maintenance or repair, which will include any necessary action to prevent interference with, damage to or degradation of the ACS BUSINESS Network where possible ACS BUSINESS will give the Customer a minimum of 24 hours advance notice of such emergency maintenance or repair;

9.1.4. to carry out planned maintenance or upgrade of the ACS BUSINESS Network or the Services in which ACS BUSINESS will provide not less than 24 hours prior notice of the suspension and, where practicable, will agree with the Customer when the Services will be suspended and for how long;

9.1.5. if the Customer fails to comply with any of its obligations set out in this Agreement and/or any Services Agreement which directly prevents ACS BUSINESS from delivering the Services;

9.1.6. If the Customer fails to pay any undisputed sum by the due date;

9.1.7. if the Customer exceeds any credit limit agreed with ACS BUSINESS and does not remedy the situation within 7 days of receiving a written notice to do so;

9.1.8. if ACS BUSINESS is required to eliminate a hazardous condition (including an event which represents a health and safety risk for ACS BUSINESS, its employees, agents, directors and sub-contractors)

9.2. ACS BUSINESS will restore suspended Services as soon a reasonably practicable after the cause of the suspension has been rectified and/or has ceased to exist. In the event of any suspension pursuant to clauses 9.1.3, or 9.1.4 (and where the issue giving rise to the suspension has not been caused by and/or arisen from an act or omission of the Customer or a User) ACS BUSINESS will use all reasonable endeavours to limit the amount of time for which the Services are suspended.

9.3. If the suspension of Services arises out of, or in connection with, an act or omission of the Customer or a User then the Customer will pay to ACS BUSINESS all reasonable costs that ACS BUSINESS incurs in reconnecting the Services.

9.4. ACS BUSINESS shall not be liable to the Customer for any charges incurred by the Customer for the use of other telecommunications services whether provided by ACS BUSINESS or any other person during any period of unavailability resulting from suspension of the Services by ACS BUSINESS in accordance with clause 9.

10. Maintenance

10.1. ACS BUSINESS shall consult with the Customer, as appropriate in the circumstances, by means of E-mail as to the time periods for conducting routine maintenance or upgrading works to the Equipment and/or the ACS BUSINESS Network. ACS BUSINESS shall use its reasonable endeavours to carry out such routine maintenance or upgrading during such times as the traffic over the ACS BUSINESS Network is at its lowest, at times agreed with the Customer (where possible) and in any event within the hours committed to in the applicable Services Agreement.

10.2. ACS BUSINESS shall be free to carry out emergency or urgent maintenance to the Equipment and/or the ACS BUSINESS Network at any time to ensure the Services continue to be supplied. ACS BUSINESS shall provide the Customer with as much prior written notice as reasonable possible, the likely impact of the works on the Service(s), the anticipate duration of any impact of the Services and wherever reasonably possible, any emergency or urgent maintenance shall be carried out during such times as the Customer's traffic over the ACS BUSINESS Network is at its lowest. ACS BUSINESS shall use its reasonable endeavours to ensure that disruption to the Service(s) is kept to an absolute minimum.

11. Intellectual Property Rights

11.1. All Intellectual Property Rights in the Services shall be owned by ACS BUSINESS or ACS BUSINESS's related companies and Service Providers save to the extent that any of the same contain Intellectual Property Rights owned by third parties.

11.2. ACS BUSINESS grants to the Customer a non-exclusive, royalty free, licence to use and to sub-license to the Users ACS BUSINESS's Intellectual Property Rights in the Services, strictly for the purpose of receiving the Service(s) in accordance with the provisions of the Service Schedule.

11.3. The Customer hereby acknowledges that it has no right, title or interest in the Trade Names and it is only a licensee of the Trade Names in accordance with the terms of the Agreement.

11.4. Subject to the terms of the Agreement ACS BUSINESS may grant the Customer a non-exclusive licence to use the Trade Names to promote the Services, provided always that the Customer may not use the Trade Names without ACS BUSINESS'S prior written consent and shall comply with such written instructions or directions as may be given by ACS BUSINESS from time to time as to the manner and context in which the Trade Name may be used by the Customer.

11.5. The Customer shall take such action and execute such documents in relation to any of the Trade Names as ACS BUSINESS may reasonably direct from time to time, including (but not limited to) entering into registered user agreements with ACS BUSINESS if requested by ACS BUSINESS provided always that such agreements shall be consistent with these terms and conditions, including but not limited to condition 11.2.

11.6. ACS BUSINESS warrants that it has the right to license the use of the Trade Names and the Intellectual Property Rights to the Customer in accordance with the terms of the Agreement.

12. Indemnities

12.1. The Customer shall fully indemnify and hold harmless ACS BUSINESS and keep it fully indemnified at all times against all Losses arising from or in connection with any use or misuse of the Service by the Customer or Users in breach of clause 8.3.

12.2. It shall be a condition precedent of any indemnity given under the Agreement that ACS BUSINESS shall:

12.2.1. advise the Customer in writing of any Losses as soon as is reasonably practicable;

12.2.2. provide the Customer with all reasonable assistance and authority to defend or settle any claims or proceedings;

12.2.3. make no admission relation to such claims or legal proceedings without the agreement of the Customer, which shall not be unreasonably withheld; and

12.2.4. consult actively with the Customer regarding the conduct of any action and have due regard to the Customer's representations, and not agree any settlement of such claims or legal proceedings nor make any payment on account of them without the prior written agreement of the Customer, which shall not be unreasonably withheld or delayed.

13. Limitation of Liability

13.1. ACS BUSINESS and the Customer agree that if the Customer or ACS BUSINESS has reason to believe that it may have a cause of action hereunder, the parties shall liaise in an open and co-operative way with a view to rectifying the reason for such cause of action whenever practicable.

13.2. Save to the extent that ACS BUSINESS has a corresponding claim against any third party and/or Service Provider in the form of service credits and ACS BUSINESS receives such service credits, ACS BUSINESS shall not be liable (and Service Credits will not accrue) for any failure or delay in performing any of its obligations under the Agreement that arises out of, or in connection with, any of the following:-

(i) a fault in, or any other problem associated with, electricity or other power source supplied by the Customer or a User, any equipment other than Equipment or other telecommunications systems which (i) are not operated by ACS BUSINESS and/or (ii) are operated by any Service Provider;

(ii) any failures of any third parties to provide equipment, software, materials or information required to produce the Services;

(iii) any fault arising outside the ACS BUSINESS Network, except to the extent of a reasonable proportion (which relates directly to the affected Services of the Customer) of any compensation ACS BUSINESS receives from the third party directly the cause of such fault;

(iv) a fault (including any failure to perform its obligations under the Agreement, or in the case of a Service Provider under any other relevant agreement or order) or the negligence of the Customer or any third party that is not within the direct control of ACS BUSINESS;

(v) any suspension of the Services in accordance with the provisions of the Agreement;

(vi) any act or omission of the Customer which is relative to its obligations under the Agreement and/or any Services Agreement

(vii) down time of the computer systems caused by suppliers of third party computer services provided that (and to the extent that) the same is not due to any act, omission or default of ACS BUSINESS, its employees, agents or sub-contractors; or

(viii) any other circumstances caused by event for which ACS BUSINESS is not liable in accordance with the provisions of the Agreement and/or any Services Agreement.

13.3. Notwithstanding any other provision under the Agreement, a Services Agreement or otherwise neither Party seeks to limit or exclude liability for:

13.3.1. death or personal injury resulting from its own or its employees', agents' or sub-contractors' negligence; and/or

13.3.2. any breach of its obligations implied by Section 12 of the Sale of Goods and Services Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

13.3.3. in relation to any fraudulent misrepresentation or fraudulent acts of its employees shall not be limited;

13.3.4. any wrongful or unlawful termination of the Agreement and/or any Services Agreement; and/or

13.3.5. in relation to any liability arising under clause 16.5, clause 17 or clause 18.

13.4. Subject to clause 13.3 above neither Party (whether under this Agreement, a Services Agreement or otherwise) shall be liable to the other in respect of:

13.4.1. loss of profits; or

13.4.2. loss of business; or

13.4.3. depletion of goodwill and/or similar losses; or

13.4.4. loss of anticipated savings; or

13.4.5. loss or corruption of data or information; or

13.4.6. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (including loss or damage suffered by the party as a result of an action brought by a third party) even if such loss was reasonably foreseeable or a party has been advised of the other party incurring the same. For the avoidance of doubt, nothing in this clause 13.4 or otherwise in the Agreement and/or any Service Schedule seeks to or has the effect of limiting or excluding the liability of the Customer to pay the Charges due to ACS BUSINESS.

13.5. Subject to clauses 13.3, and 13.4 the entire liability of a Party arising out of or in connection with this Agreement whether arising from contract, tort, negligence or otherwise shall be limited in each Year to £100,000 (one hundred thousand

pounds sterling). Any payment of the Charges by the Customer shall not be taken into account when calculating whether the Customer's cap on liability has been reached.

13.6. Subject to clauses 13.2, 13.3 and 15.3.2, the Service Credits shall be the Customer's sole and exclusive right and remedy for any failure by ACS BUSINESS to comply with the applicable Service Levels.

13.7. Subject to clause 13.3, except as expressly set forth in the Agreement and any Services Agreement all conditions, warranties, representations, undertakings or agreements, with respect to the provision of the Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise (including any concerning the fitness of the Services or any part thereof for a particular purpose), are hereby expressly excluded to the maximum extent permitted by law.

14. Force Majeure

Neither Party will be liable for any breach of the Agreement and/or any Services Agreement due to any cause beyond that party's reasonable control including, but not limited to Act of God; insurrection or civil disorder; war or military operations; national or local emergency; act or omission of Government, fire, explosion, flood or the act or omission of any party for whom the party affected is not responsible and which is beyond the affected party's reasonable control (including other telecommunications service providers). The affected party will use all reasonable endeavours to bring the event to an end or find a solution by which the Agreement and any affected Services Agreement may be performed despite the event. If the affected party is prevented from performing its obligations for a continuous period in excess of fourteen (14) days either Party may terminate the Agreement and any affected Services Agreement immediately by serving written notice on the other Party, in which case neither party has any liability to the other except as regards rights and liabilities which have already accrued which will continue to subsist or are expressed to continue beyond the termination of the Agreement and/or any Services Agreement (as applicable).

15. Termination

15.1. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, the Agreement may be terminated by either Party on thirty (30) days written notice to the other, such notice not to take effect any earlier than the expiry of the Initial Term.

15.2. Without prejudice to any rights or remedies that have accrued under this Agreement or a Services Schedule, a Services Schedule may be terminated by either Party on thirty (30) days' prior written notice to the other, such notice not to take effect any earlier than the expiry of Initial Term of this Agreement. In the event that the Customer terminates a Services Schedule earlier than the expiry of a Service Minimum Period relating to an individual service the Customer shall pay any applicable early termination charges in respect of such individual service(s) payable in accordance with clause 16.3.2 or as otherwise set out in a Service Schedule.

15.3. Notwithstanding any other rights under this Agreement and/or any Service Schedule, either Party may terminate this Agreement and/or any Service Schedule immediately if:

15.3.1. the other Party is the subject of an Insolvency Event; or

15.3.2. if either Party commits a material breach or other persistent breach of this Agreement and/or any Service Schedule which in the case of a breach capable of being remedied, is not remedied within thirty (30) days of a written request by the other Party to remedy the same.

15.4. ACS BUSINESS may immediately terminate or suspend:

15.4.1. the provision of Services to the Customer, if Ofcom or Phonepay Plus determine, or ACS BUSINESS reasonably considers, that use of the Services by the Customer (excluding use by a User) (i) does not constitute Appropriate Use (ii) is in breach or may be in breach of the Code or any other relevant statutory or regulatory act, regulation, code or similar (iii) is fraudulent or illegal or may be fraudulent or illegal;

15.4.2. the provision of Services to a User, if Ofcom or Phonepay Plus determine, or ACS BUSINESS reasonably considers, that use of the Services by the User (i) does not constitute Appropriate Use (ii) is in breach or may be

in breach of the Code or any other relevant statutory or regulatory act, regulation, code or similar (iii) is fraudulent or illegal or may be fraudulent or illegal; or

15.4.3. all or any part of this Agreement or any Service Schedule if Ofcom or any other authority of competent jurisdiction revokes the supplier's authorisation as Public Electronic Communications Network under the Act and as a result ACS BUSINESS can no longer legally comply with its material obligations under the Agreement and any Service Schedule.

15.5. Either party may terminate an Order for Services placed under a Service Schedule in respect of any User at any time before the Go Live Date. If the Customer terminates an Order for Services pursuant to this clause and it is not due to an act or omission of ACS BUSINESS or any of its employees, agents or subcontractors then the Customer shall pay ACS BUSINESS its costs incurred in connection with the cancelled Orders.

15.6. Without prejudice to any other rights arising under this Agreement or otherwise, ACS BUSINESS shall be entitled to terminate this Agreement and/or any Services Agreement (without liability to the Customer) by 14 days' written notice to the Customer if the Customer is in breach of its obligation to pay any charges when they fall due in accordance with this Agreement and/or any Services Schedule (save where the Customer fully remedies such late payment (including without limitation any interest which has accrued thereon pursuant to clause 7.4.2) prior to the expiry of the 14 day notice period).

16. Consequences of Termination

16.1. On termination of any Service Schedule for whatever reason the Customer shall cease to use the Services (which were provided thereunder) and ensure that all Users cease to use any of the Services (which were provided thereunder).

16.2. Save where the Agreement and/or any Services Agreement has been terminated by ACS BUSINESS in accordance with clause 15.3 or 15.6 or where ACS BUSINESS is entitled to terminate the Agreement and/or any Services Agreement in accordance with clause 15.3 or 15.6:

16.2.1. both Parties shall co-operate and do such acts and things as may be reasonably necessary to facilitate the provision of Service(s) by an alternative provider and to ensure the provision of Services to Users remain uninterrupted provided that the Customer shall reimburse all reasonable costs incurred by ACS BUSINESS and the Parties shall negotiate in good faith any further transitional arrangements necessary ensuring the minimal disruption to existing Users.

16.3. Upon the termination of this Agreement or Service Schedule by ACS BUSINESS under clause 15.3.1 and/or clause 15.6, all amounts payable to ACS BUSINESS shall become immediately due and payable:

16.3.1. all Charges outstanding at the date of termination; and

16.3.2. where the Customer requests (pursuant to clause 15.2) that the Services Agreement terminates earlier than the expiry of the Service Minimum Period for any individual Services (as defined in the relevant Service Schedule) the Customer shall pay a cancellation charge for each individual Service cancelled prior to the expiry of the applicable Service Minimum Period that is equal to the lesser of:
(a) any early termination charges or ongoing charges which ACS BUSINESS's incurs with its applicable Service Provider/s due to any Service Minimum Period being terminated prior to its full term and which it cannot reasonably mitigate plus a reasonable sum to reflect the profit that ACS BUSINESS would have earned had the Service Minimum Period been in force for its full term; and
(b) 80% of the Charges which would have been payable for each Service from the date of termination to the end of the relevant Service Minimum Period, had it been in force for its full term.

16.4. Where the Agreement terminates prior to the termination of any Services Schedule:

16.4.1. the provisions of the Agreement shall survive to the extent necessary to give effect to the applicable Services Schedule until its termination; but

16.4.2. no further Orders will be accepted by ACS BUSINESS and no additional Services Schedules may be entered into by the Parties.

16.5. Any provisions which are either expressly or impliedly intended to survive termination of the Agreement and/or any Services Agreement shall as intended survive such termination, including without limitation this clause 16.

17. Confidential Information

17.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

17.1.1. is or becomes publicly known other than through any act or omission of the receiving party; or
17.1.2. was in the other party's lawful possession before the disclosure; or
17.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
17.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
17.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

17.2. 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 this Agreement and/or any Services Agreement.
17.3. 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 this Agreement and/or any Services Agreement.
17.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
17.5. The obligations of confidentiality set out in this clause will remain in full force and effect despite termination of this Agreement and/or any Service Schedule for a period of two (2) years.
17.6. Each Party warrants to the other that it has obtained and will keep in force all requisite registrations under the Data Protection Act 1998 (the "Data Protection Act") throughout the Term of this Agreement and/or any Service Schedule and will comply at all times with the provisions of the Data Protection Act and each Party agrees to indemnify defend and hold harmless the other Party against all claims, liabilities, losses and costs (including reasonable and properly incurred legal costs) arising directly in connection with the breach of this clause except where such claims, liabilities, losses and costs arise from negligence or breach of this Agreement and/or any Service Schedule by the party seeking to rely on the indemnity in this clause 17.6.

18. Assignment

18.1. Subject to clause 19.2, neither party shall without the prior written consent of the other (which cannot be unreasonably conditioned, withheld or delayed) assign, transfer, charge or deal in any way with this Agreement and/or any Services Agreement or any of its rights under it, or purport to do any of these things, nor sub-contract any or all of its obligations under this Agreement and/or any Services Agreement to any party.
18.2. ACS BUSINESS may sub-contract all or any part of the Services to a third party without the consent of the Customer, providing that ACS BUSINESS remains liable (subject always to the limitations and exclusions of liability contained in this Agreement) for the acts and omissions of its sub-contractors.

19. Escalation and Dispute Resolution

19.1. If a dispute arises out of or in connection with the Agreement and/or any Services Agreement or the performance, validity or enforceability of them (Dispute) then, except as expressly provided in this Agreement, the parties shall follow the dispute escalation procedure set out on the ACS BUSINESS website.

19.2. Compliance with clause 12.1 shall not prevent the parties commencing or continuing court proceedings or referring the Dispute to Ofcom in accordance with any right (if any) either party may have to request a determination or other steps for its resolution.

20. Variations

No variation of this Agreement and/or any Services Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

21. Entire Agreement

21.1. This Agreement and any Services Schedules constitutes the entire complete and only agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties, whether oral or written, with respect to such subject matter.

21.2. Each Party acknowledges that it has not relied on any statements, warranties or representations, understandings or agreements (whether written or oral) given or made by or on behalf of any other Party under or in connection with this Agreement and/or any Services Schedule other than those expressly set out or referred to in the Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement and any Service Schedule.

21.3. The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Agreement or for any breach of any representation not contained in the Agreement (unless such misrepresentation or representation was made fraudulently).

22. Notices

Unless provided otherwise in this Agreement and/or any Services Agreement, any notice or other communication to be given under this Agreement and/or any Services Agreement ("Notice") shall be in writing (which for this purpose includes email), signed by or on behalf of the Party giving it and may be served by sending it by fax, delivering it by hand or sending it by a recorded postal delivery service to the address and for the attention of the relevant Party using their last known address stated within the control panel:

For ACS BUSINESS:

For the attention of:	Accounts Department
Address:	28-29 BERTIE WARD WAY, RASHES GREEN IND. EST, DEREHAM, NORFOLK, NR19 1TE
Email address:	SUPPORT@ANGLIACOMPUTERSOLUTIONS.CO.UK

22.1. Any Notice shall be deemed to have been served:

22.1.1. if delivered by hand, at the time and date of delivery;

22.1.2. if sent by fax, on receipt of report of successful transmission; and

22.1.3. if sent by post, at the expiration of 3 Business Days after the envelope containing the same was delivered into the custody of the postal authorities, provided that where, in the case of delivery by hand or fax, such delivery or transmission occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day;

22.1.4. If sent by email, on receipt of a reply within 1 working day.

23. Waiver

No waiver by either Party of any breach of any provision of this Agreement and/or any Services Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

24. Severance

If any provision of this Agreement and/or any Services Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement or a Services Agreement and the remainder of the provision in question shall not be affected.

25. Governing Law and Jurisdiction

25.1. This Agreement, all Services Agreements and any dispute or claim arising out of or in connection with its or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

25.2. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement and/or any Services Agreement or its or their subject matter or formation (including non-contractual disputes or claims).

25.3. For the avoidance of doubt, clause 25.2 shall not prevent a party bringing enforcement proceedings of a judgment obtained in England in any jurisdiction.

26. Third Party Rights

26.1. Any person who is not a party to this Agreement and/or any Services Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999; and

27. Counterparts

27.1. This Agreement and any Services Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement or a Services Schedule (as applicable), but all the counterparts shall together constitute the same agreement.

28. Anti-Bribery

28.1. The Customer shall, and shall procure that its staff, employees, agents and any other persons who perform its obligations under the Agreement (or otherwise carries out activities in relation to it) for and on behalf of it in connection with the Agreement shall:

28.1.1. comply with all applicable statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees an laws which relate to the anti-bribery and/or anti-corruption, including the Bribery Act 2010 (Anti-Bribery Laws);

28.1.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;

28.1.3. have and shall maintain in place throughout the term of the agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Laws and the Relevant Policies, and will enforce them where appropriate;

28.1.4. not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;

28.1.5. not do or omit to do any act or thing which causes or may cause ACS BUSINESS to be in breach of and/or commit an offence under any Anti-Bribery Laws;

28.1.6. without prejudice to Clause 29, not do or omit to do any act or thing which causes or may cause ACS BUSINESS to be guilty of an offence under section 7 Bribery Act 2010 (or would or may do so if ACS BUSINESS was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and

28.1.7. provide ACS BUSINESS (at the Customer's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti- Bribery Laws.

28.2. The Customer shall:

28.2.1. promptly report to ACS BUSINESS any request or demand for any financial or other advantage of any kind received in connection with the performance of the agreement by it or by its employees, agents or any other person who performs the Agreement (or otherwise carries out activities in relation to it) for or on behalf of it in connection with the agreement; and

28.2.2. upon request, certify in writing that the Customer has complied with all of its obligations under this Clause 28. The Customer shall provide such supporting evidence of compliance as ACS BUSINESS may reasonably request.

28.3. The Customer warrants to ACS BUSINESS that it has not, and its staff, employees, agents and any other persons who perform the Agreement (or otherwise carries out activities in relation to it) for or on behalf of it in connection with the Agreement have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 Bribery Act 2010; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of this agreement.

28.4. ACS BUSINESS may terminate this Agreement immediately if the Customer is in breach of any of its obligations under this Clause 28 or if ACS BUSINESS has reasonable cause to believe that such a breach has occurred or may occur.

29. Agreement & Schedule Amendment

29.1. ACS BUSINESS reserves the right, at its discretion, to change, modify, add, or remove portions of these terms at any time without prior notification. In addition, when using a particular ACS BUSINESS service, you and ACS BUSINESS shall be subject to any posted guidelines or rules applicable to such service which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the terms. ACS BUSINESS may terminate, change, suspend or discontinue any aspect of the ACS BUSINESS website, including the availability of any features of the website or ACS BUSINESS services, at any time. ACS BUSINESS may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability.

29.2. This agreement represents the sole and exclusive agreement between you and ACS BUSINESS regarding the subject matter of this agreement. The parties may amend this agreement at any time by a written instrument signed by both of them.