



TERMS & CONDITIONS RELATING TO THE PROVISION OF IPIPELINE SERVICES

These Terms and Conditions govern the Agreement between the you (the “User”) and Omnicore Services Limited (“Omnicore”) in relation to iPipeline Services.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following words have the following meanings:

“**Agreement**” and “**this Agreement**” means the legally binding agreement (as amended, varied or supplemented from time to time) between Omnicore and the User for the supply of iPipeline Services to the User facilitated by Omnicore incorporating the terms set out in any applicable written authority and / or registration form between Omnicore and the User, together with any applicable commercial terms agreed between Omnicore and the User, and these Terms and Conditions.

“**Applicable Laws**” means

- (a) all applicable laws, statutes, regulations or subordinate legislation;
- (b) all binding court order, judgement or decree;
- (c) all guidance, industry code, policy or standard enforceable by law; or
- (d) all applicable direction, policy, rule or order made or given by any relevant regulator or relevant authority having jurisdiction over that Party or any of that Party’s assets, resources or business in any jurisdiction, from time to time, in each case applicable to or binding upon that Party.

“**Assureweb**” means the proprietary software owned and developed by iPipeline which provides a Real-Time comparison quote and application service.

“**BI Reports**” means iPipeline’s anonymised and aggregated business intelligence reports and services.

“**Business Day**” means any day other than a Saturday or Sunday, on which banks are open for business in London (other than solely for trading and settling Euro).

“**Charges**” means Omnicore’s charges to the User for iPipeline Services, as agreed between the Parties and which may be increased from time to time.

“**Confidential Information**” means any information and/or material relating to the business, including but not limited to, affairs, finances, trade secrets, systems, processes, technical information, know how, operational documentation and/or methods of operation of either party which are disclosed by one party to the other in connection with the operation of this Agreement (whether disclosed electronically, orally or in writing, whether disclosed before on or after the date of this Agreement and whether or not such information is expressly stated to be confidential or marked as such).

“Content” means all information made available by Providers relating to their Products via iPipeline.

"Customer" means an individual who has contracted with a Provider as a result of the User submitting a protection application electronically via iPipeline.

"Data Protection Laws" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of personal data to which a party is subject; and (b) any code of practice or guidance published by the UK Information Commissioner's Office from time to time. **“Data Controller”**, **“Data Processor”**, **“Data Processing”**, **“Data Subject”**, **“Personal Data”**, and **“Personal Data Breach”** shall have the same meaning as defined in the Data Protection Laws.

"FCA" means the Financial Conduct Authority and/or any successor body and their officers and agents.

“Force Majeure Event” means any event or sequence of events beyond a Party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Agreement including an act of God, fire, flood, drought, lightning, earthquake or other natural disaster; war, insurrection, civil war, riot or civil unrest, terrorist attack, military operations or imposition of sanctions; acts or omissions of government or other appropriate body; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; denial of service or malicious technological attack; interruption or failure of material(s) or services required for performance of the Agreement, trade blockage or embargo; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving either Party's workforce.

"FSMA" means the Financial Services and Markets Act 2000, as amended from time to time and the rules and regulations made or having effect under it.

“GDPR” means the General Data Protection Regulation.

“Group Companies” means in respect of a person, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time (**“Holding Company”** and **“Subsidiary”** having the meanings set out in section 1159 Companies Act 2006).

“Individual User Terms and Conditions” means iPipeline's standard terms and conditions for Users, which govern a User's use of iPipeline Services.

"Intellectual Property" means all the intellectual property rights of a party and shall include patents (including supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, all rights to bring an action for passing off, goodwill, all rights in and to domain names, registered and unregistered design rights, copyright (including rights in

computer software) and neighbouring rights, database rights, rights in know how and in each case all rights of a similar or corresponding character, and all applications and rights to apply for or for the protection of any of the foregoing.

“iPipeline” means iPipeline Limited and its group companies.

“iPipeline Services” means each of the services, (including Assureweb and SolutionBuilder), containing the proprietary software owned and developed by iPipeline, which enable Users to, amongst other things, access up front indicative pricing, scenario modelling intelligent quoting, Quotations and, where applicable, to carry out New Business Transactions.

“iPipeline Terms of Use” means the terms for use of the iPipeline Services set out at <https://www.assureweb.co.uk/terms-of-use-doc.aspx> (as may be varied from time to time by iPipeline) and which set out the terms and conditions applicable to User’s use of iPipeline’s website and iPipeline Services accessible through iPipeline’s website, portal and other means through which iPipeline makes its services available.

“Liabilities” means all costs and expenses, losses, liabilities, obligations, damages, deficiencies, penalties, interest and expenses (including the reasonable fees and expenses of solicitors and other professionals and specialists) and other adverse effects resulting from any and all allegations, claims, judgments or causes of action.

“New Business Transaction” means a transaction carried out by the User using iPipeline Services, which involves the User submitting a new business proposal for a Product to a Provider and its acceptance by that Provider resulting in a contract between the Provider and a Customer.

“Normal Business Hours” means 9:00am to 5:00pm on Business Days.

“Products” means a product of a Provider in relation to which the User is able to obtain Quotations and, if relevant, enter into New Business Transactions.

“Provider” means a provider of financial services products that makes information (including Quotations) available via iPipeline Services from time to time.

“Quotation” means a quote for a Product provided for a User, by a Provider, and includes a quote for a Product from a single Provider, comparative quotes from multiple Providers (where applicable) and includes all Content.

“Regulatory Requirements” means all applicable statutes, statutory instruments, orders, regulations and codes of practice (whether or not having the force of law) in force from time to time, and in particular but without limitation the requirements, rules, regulations, guidance and codes of practice of FSMA and the FCA.

“Service Commencement Date” means the date on which the User accepts iPipeline’s Usage Terms and is first provided with access to iPipeline Services.

“SolutionBuilder” means the proprietary software owned and developed by iPipeline, which is a matrix quote system displaying multiple cover options across multiple product sets in a single view.

“Term” has the meaning set out in clause 7.1.

“Usage Terms” means the Individual User Terms and Conditions together with the iPipeline Terms of Use and any iPipeline policies which may apply to the User from time to time.

“User Data” means personal data provided by the User (including any personal data of customers of the User) to Omnicore and / or iPipeline in relation to iPipeline’s Services and/or any personal data (including any personal data of customers of the User) contained in any User Materials.

“User Materials” means all information and other data provided by the User in relation to iPipeline’s Services.

- 1.2 Any reference in these Terms and Conditions to a statute, statutory instrument, rule, or regulation shall be construed as a reference to such statute, statutory instrument, rule, or regulation as amended, re-enacted or replaced from time to time.
- 1.3 Any reference in these Terms and Conditions to another agreement, schedule or document shall be construed as a reference to that other agreement, schedule or document as amended or supplemented from time to time.
- 1.4 Any reference in these Terms and Conditions to a Clause, Sub-clause, Paragraph or Schedule shall be construed as a reference to a clause, sub-clause, paragraph or schedule of these Terms and Conditions.
- 1.5 The headings used in these Terms and Conditions are for reference purposes only and do not affect its interpretation.
- 1.6 Any reference to a person includes a reference to a body corporate and to an unincorporated body of persons and a reference to a party or parties shall be to a party or parties to this Agreement.
- 1.7 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.8 The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.

2. GENERAL

- 2.1 Each Party warrants and undertakes that it:

- 2.1.1 has full power and authority to enter into this Agreement and to perform its obligations hereunder;
- 2.1.2 shall perform its obligations hereunder in compliance with all Applicable Laws and Regulatory Requirements; and
- 2.1.3 will comply with all Applicable Laws, including:
 - 2.1.3.1 all applicable requirements of the Data Protection Laws and GDPR;
 - 2.1.3.2 all Applicable Laws relating to anti-bribery and anti-corruption, including without limitation, the Bribery Act 2010;
 - 2.1.3.3 all Applicable Laws relating to anti-slavery, including without limitation, the Modern Slavery Act 2015; and
 - 2.1.3.4 all Applicable Laws relating to anti-tax evasion facilitation.
- 2.2 Breach of clause 2.1 shall be deemed a material breach of this Agreement entitling the non-defaulting Party to terminate this Agreement immediately without prejudice to any other rights or remedies it may have in respect of such breach.

3. PROVISION OF IPIPELINE SERVICES

- 3.1 Subject to the User paying the Charges and complying with its other obligations under this Agreement, Omnicore agrees to facilitate access to iPipeline Services for the User, in accordance with this Agreement.
- 3.2 The Parties agree that the terms of these Terms and Conditions shall not create a direct contractual relationship between iPipeline and User. User acknowledges and agrees that the contractual relationship between iPipeline and User and User's access to iPipeline Services shall be governed by the Usage Terms.
- 3.3 User acknowledges that Omnicore has no authority to bind iPipeline in any way and may not make or enter into any contracts or commitments or incur any liability for or on behalf of iPipeline, including in respect of iPipeline Services.
- 3.4 User acknowledges and agrees that in consideration for Omnicore facilitating for User, the use of iPipeline Services, Omnicore shall receive a share of iPipeline's gross revenue in respect of New Business Transactions. ("**Omnicore Revenue Share**"). Any and all Omnicore Revenue Share shall be permissible under and charged and paid in accordance with all Regulatory Requirements and Applicable Laws, as amended from time to time.

4. CHARGES AND PAYMENT

- 4.1 The Parties agree that User shall pay the Charges to access iPipeline Services to Omnicore and not to iPipeline.
- 4.2 User shall complete Omnicore's registration and payment set-up process, including a Direct Debit instruction.

- 4.3 Omnicore shall collect the Charges via Direct Debit on a monthly basis on an agreed date, unless agreed otherwise.
- 4.4 Omnicore shall (i) register any and all amendments to a User's Assureweb Licence and / or SolutionBuilder Licence; (ii) administer any applicable refunds; and (iii) collect any applicable additional Charges.
- 4.5 Omnicore shall be entitled in its discretion to apply an annual increase to the Charges in line with the annual percentage increase in the Retail Price Index ("RPI") published by the Office for National Statistics in the January which immediately precedes the increase in Charges. Any such increase in Charges may take effect on 1 January of each calendar year or at the anniversary of the Service Commencement Date. Omnicore shall give forty-five (45) days' written notice to the User of the increase in Charges.
- 4.6 Omnicore shall be entitled to charge interest on any amount that is overdue for payment by the User at a rate of four (4) per cent above the base lending rate of Barclays Bank plc. Interest shall accrue on a daily basis but shall not compound.
- 4.7 The Charges payable under this Agreement are quoted exclusive of value added tax (VAT). In the event that VAT becomes applicable to the Charges, VAT will be charged in addition to the Charges.

5. SUSPENSION OF ACCESS

- 5.1 Without prejudice to (i) iPipeline's right to suspend provision of iPipeline Services pursuant to the Usage Terms and (ii) the other provisions of these Terms and Conditions, Omnicore reserves the right to suspend User's access to iPipelines Services if:
 - 5.1.1 at any time the User is in breach of these Terms and Conditions;
 - 5.1.2 any amount of the Charges is unpaid after more than thirty (30) days from the date of Omnicore's relevant invoice; or
 - 5.1.3 at any time Omnicore is required to do so by any competent regulatory authority or governmental body.
- 5.2 Omnicore shall not be in breach of these Terms and Conditions if and to the extent that it is exercising its rights of suspension in accordance with this clause 5 or as otherwise provided in these Terms and Conditions.
- 5.3 Suspension in accordance with this clause 5 shall be without prejudice to any other rights and remedies that Omnicore may have.
- 5.4 User shall remain liable for the Charges during any period of suspension pursuant to this clause 5.
- 5.5 During the period of suspension of User, Omnicore shall continue to be entitled to any and all Omnicore Revenue Share due from and payable by iPipeline in connection with New Business Transactions.

- 5.6 Omnicore shall as soon as reasonably practicable (i) notify User of the suspension and the reason for the suspension and its expected duration; and (ii) reinstate access to iPipeline Services, once the ground(s) for suspension no longer exist.
- 5.7 In the event that User is in breach of these Terms and Conditions, User shall remedy that breach within a period of thirty (30) days after being notified in writing to do so by Omnicore.

6. SUPPORT

- 6.1 Without prejudice to iPipeline's support to User pursuant to the Usage Terms, Omnicore agrees to provide support services to User in connection with these Terms and Conditions. Omnicore shall not be required to provide any support to any third party.
- 6.2 User may submit details of any problems and queries to support@omni-protect.co.uk Omnicore will deal with queries during Normal Business Hours.
- 6.3 Unless otherwise agreed between the Parties, Omnicore will provide the following support to User:
- 6.3.1 reasonable assistance in resolving queries raised by telephone or e-mail; and
 - 6.3.2 making recommendations relevant to the course of action necessary to recover from a fault, error or failure emanating from iPipeline Services.
- 6.4 Omnicore shall only be responsible for remedying matters within its control in relation to iPipeline Services. Omnicore support services shall not be a replacement for the support provided to User by iPipeline under the Usage Terms.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Service Commencement Date and shall continue for an initial minimum term of twelve (12) months (the "**Initial Term**"). The licence shall be provided without any Charges for the first three (3) months of the Initial Term, thereafter the User shall pay the Charges for the remaining nine (9) months of the Initial Term. Upon expiry of the Initial Term, this Agreement shall automatically continue on a rolling monthly basis, during which the User shall pay the Charges, unless and until terminated in accordance with this Agreement. For the avoidance of doubt, the User may not terminate this Agreement during the Initial Term.
- 7.2 Subject to clause 7.1, the Parties may mutually agree in writing to terminate this Agreement on a specified date.
- 7.3 Subject to clause 7.1, either Party may terminate this Agreement by providing no fewer than thirty (30) days' written notice to the other. Such termination shall take effect at the end of the month in which the notice expires. All Charges shall remain payable during the notice period.
- 7.4 Written notice of termination may be given by e-mail to: support@omni-protect.co.uk

- 7.5 Without affecting any other rights or remedies available to it, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of these Terms and Conditions which breach is irremediable or (if such breach is remediable) the other Party fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 7.6 Without prejudice to the other provisions of this Agreement and / or to the rights of iPipeline to terminate iPipeline's Services to User, Omnicore may terminate this Agreement at any time with or without notice in the event that:
- 7.6.1 the performance of the Agreement becomes illegal under Applicable Laws, or if termination is required by any competent regulatory authority;
 - 7.6.2 the User has its regulatory permissions withdrawn or amended so it ceases to be appropriately authorised under Regulatory Requirements and is no longer able to carry out insurance business as foreseen by this Agreement;
 - 7.6.3 there is evidence of improper or fraudulent behaviour by the User.
- 7.7 In the event that iPipeline terminates its agreement with User for iPipeline Services, this Agreement shall automatically terminate and such termination shall take effect on the same date as the agreement between iPipeline and User terminates.

8. CONSEQUENCES OF TERMINATION

- 8.1 Upon expiry or termination of this Agreement:
- 8.1.1 all rights of access to and use of iPipeline Services shall immediately and automatically terminate;
 - 8.1.2 any sums due to Omnicore from the User shall become due and payable immediately;
 - 8.1.3 Omnicore shall continue to be entitled to any Omnicore Revenue Share due from and payable by iPipeline in connection with New Business Transactions; and
 - 8.1.4 Termination of this Agreement shall not affect either Party's rights or remedies under or in relation to this Agreement.

9. INTELLECTUAL PROPERTY

- 9.1 Each Party shall retain all interest, rights and entitlement to its own Intellectual Property. Neither Party shall acquire any rights or licences to the other Party's Intellectual Property under these Terms and Conditions.
- 9.2 Neither Party shall use any Intellectual Property of the other Party or that Party's Group Companies without prior written consent.
- 9.3 Each Party represents and warrants to the other that:

- 9.3.1 it owns or is licensed to use all Intellectual Property Rights which it uses or exploits in the performance of its obligations under these Terms and Conditions;
- 9.3.2 it has obtained all necessary permissions, consents, waivers and licences required from any third party (including all necessary or appropriate regulatory consents) in order for it to lawfully perform its obligations under these Terms and Conditions; and
- 9.3.3 the use by the other party in accordance with these Terms and Conditions of any Intellectual Property Rights licensed by it in the performance of its obligations under these Terms and Conditions shall not breach the rights, including any Intellectual Property Rights, of any third party.

10. DATA PROTECTION

- 10.1 Omnicore shall only process such User Data as is necessary to fulfil its obligations under these Terms and Conditions.
- 10.2 User acknowledges and agrees that it is solely responsible for:
 - 10.2.1 ensuring that all necessary clearances, consents and/or permissions are obtained, or that suitable conditions are satisfied (as set out in Data Protection Laws) to enable iPipeline to process User Data under the Usage Terms; and
 - 10.2.2 providing data subjects with any necessary notifications and any other information required under Data Protection Laws in respect of iPipeline's use of User Data under the Usage Terms.
- 10.3 User agrees that Omnicore (i) has no control over the provision of User Data by User to iPipeline, and (ii) has no liability in respect of the processing of User Data by iPipeline.
- 10.4 User acknowledges that iPipeline shall be entitled to anonymise User Data for the purpose of generating BI Reports in accordance with the Usage Terms.

11. BUSINESS INFORMATION

- 11.1 User acknowledges and agrees that pursuant to the Usage Terms, it has granted to iPipeline a non-exclusive, sub-licensable, worldwide, royalty-free, irrevocable licence to use the User Materials for the purpose of generating and distributing BI Reports inter alia to the User, Omnicore, and to iPipeline's other third party customers.

12. CONFIDENTIALITY

- 12.1 Each of the Parties shall ensure that Confidential Information of the other Party is kept confidential and shall not make or cause or permit to be made any use or disclose of any such Confidential Information except to the extent necessary to perform its obligations under these Terms and Conditions, or as expressly permitted by these Terms and Conditions.
- 12.2 Each Party shall be permitted to disclose Confidential Information of the other Party to the extent that it is required to do so by law or by any public, governmental, supervisory or

regulatory authority or by any legally binding order of any court or tribunal given in any such case, provided that:

- 12.2.1 it shall give the other Party prompt notice of the disclosure (where lawful and practical to do so) so that the other Party has sufficient opportunity, where possible, to prevent or control the manner of disclosure by appropriate legal means;
- 12.2.2 the disclosure or use is limited strictly to those parts of the other Party's Confidential Information which are required to be disclosed pursuant to clause 12.2; and
- 12.2.3 each Party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.

12.3 The obligations and restrictions contained in this clause 12 shall not apply to any information which:

- 12.3.1 the recipient can show had entered the public domain at the time Confidential Information was disclosed to them, or at any time thereafter, not as a result of any breach of clause 12;
- 12.3.2 the recipient can show was in its lawful possession at the time Confidential Information was disclosed to them and was not acquired by it under an obligation of confidence to the disclosing party or a representative of the disclosing party;
- 12.3.3 the recipient can show was received by it, after the time Confidential Information was disclosed to it, from a third party (other than the disclosing party or a representative of the disclosing party) who could lawfully do so and who did not derive it from Confidential Information disclosed by the disclosing party or a representative of the disclosing party;
- 12.3.4 the Parties have agreed in writing shall not be subject to the obligations and restrictions contained in this clause 12; or
- 12.3.5 can be demonstrated to have been developed by the recipient independently of the Confidential Information disclosed to it by the disclosing party.

12.4 Each Party may disclose Confidential Information to any of its employees, representatives, agents, professional advisers or its sub-contractors or to its Group Companies or their respective employees, representatives, agents, professional advisers or their sub-contractors, ensuring that any and all recipients of the Confidential Information are aware of the duty of confidentiality under this clause 12.

13. LIABILITY

13.1 Nothing in this Agreement will exclude or limit either Party's liability in respect of: (a) death or personal injury caused by the negligence of that Party; (b) fraud (including fraudulent misrepresentation); or (c) any liability which may not otherwise be lawfully excluded or limited.

13.2 Subject always to clauses 13.1 and 13.3, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for: (a) any loss of revenue, profit, business, anticipated savings, goodwill, reputation, contract, data, use of equipment or process or any wasted management time; or (b) any indirect, economic, special or consequential loss whatsoever.

- 13.3 Clause 13.2 shall not prevent Omnicore recovering: (a) the Charges; or (b) damages calculated on the basis of amounts due but not paid by the User as a result of a breach of this Agreement by the User.
- 13.4 Subject always to clauses 13.1 and 13.3, Omnicore's liability to the User in contract, tort (including negligence and breach of statutory duty) or otherwise shall be limited to five thousand pounds Sterling (£5,000) per year, regardless of the number of events giving rise to liability.
- 13.5 Omnicore shall have no liability for third party services, information, materials, the content of websites, or the accuracy or fitness for purpose of any Provider Products.
- 13.6 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is the result of a Force Majeure Event. A Party whose performance is or may be affected by a Force Majeure Event shall inform the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event.

14. DISPUTE RESOLUTION PROCEDURE

- 14.1 Save that nothing in this clause 14 will prevent a Party from taking any actions in relation to the recovery of debts, in the first instance, disputes or differences which may arise between the Parties in connection with this Agreement shall, be dealt with and determined as follows:
- 14.1.1 each Party shall nominate a representative who will be authorised to deal with the management, negotiation and settlement of any dispute or difference arising under or in connection with this Agreement ("**Nominated Representative**"). Each Party may change the identity of its Nominated Representative at any time during the term of this Agreement;
- 14.1.2 each Party shall refer any dispute or difference that arises under or in connection with this Agreement to its Nominated Representative appointed in accordance with clause 14, who shall be responsible for the escalation of the dispute within that Party's organisation and shall notify the other Party's Nominated Representative in writing of the reason for the dispute or difference. Any such notifications shall include a summary of the salient details of the relevant dispute or difference ("**Dispute Notice**");
- 14.1.3 the Nominated Representatives shall meet within five (5) Business Days of receipt of the Dispute Notice from the relevant Nominated Representative in order to agree a resolution or action(s) required by each Party in order to resolve the dispute or difference;
- 14.1.4 if any dispute or difference has not been settled and / or a course of action for its settlement has not been agreed within twenty-one (21) days of the date of the Dispute Notice, each Nominated Representative shall procure that one of their current board directors shall meet with a current board director of the other Party

in order to agree to a resolution of such dispute or difference on one separate, further occasion. The Parties shall procure that such meeting between each Party's board director takes place as soon as reasonably practicable, taking into account the timescale in which the matter in dispute or difference should be resolved so as not to impede the performance of these Terms and Conditions; and

14.1.5 if the dispute or difference, considered by each Party's current board director, is not resolved to the satisfaction of both the Parties within fourteen (14) days of it being referred to them, the dispute or difference may be referred by either Party to the courts of England under clause 24.

15. NOTICE

15.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing.

15.2 Any notice or other document required or permitted to be given under this Agreement may be hand delivered, sent by post or other next working day delivery service, or sent by e-mail.

15.3 Receipt of a notice or other document by a Party shall be deemed as set out below:

Delivery method	Deemed date and time of receipt
Delivery by hand/personal delivery	Upon signature of a delivery receipt; or on the date and at the time the notice or other document is left at the address: or on the date and at the time that delivery is attempted and delivery has been refused.
Pre-paid first class, recorded delivery post or other next working day delivery service (providing proof of delivery)	On the second Business Day after posting.
Email	On the date and at the time of transmission provided an out of office response is not received in which case deemed receipt shall be on the first following Business Day.

15.4 For the purpose of clause 15.3 and calculating deemed receipt:

15.4.1 references to time are to local time in the place of deemed receipt; and

15.4.2 if delivery occurred on a day other than a Business Day, then receipt is deemed to be at 09:00 on the first following Business Day;

15.4.3 if delivery is before 09:00 on a Business Day, receipt is deemed to be at 09:00 on that Business Day; and

15.4.4 if delivery is at or after 17:00 on a Business Day, receipt is deemed to be at 09:00 on the first following Business Day.

15.5 Any notice or other document to be delivered under this Agreement shall be sent to the registered address or to an address, including e-mail address, that the recipient has notified to the other Party in writing from time to time.

16. RIGHTS AND REMEDIES

Except as expressly provided in these Terms and Conditions, the rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

17. ASSIGNMENT AND OTHER DEALINGS

Save with the other Party's prior written consent, neither Party shall assign, transfer, mortgage, charge, sub-licence, sub-contract, delegate, declare a trust or deal in any other manner or otherwise dispose of or encumber this Agreement or any of its rights or obligations under it.

18. VARIATION

Omnicores reserves the right to vary these Terms and Conditions from time to time. Omnicores shall give forty-five (45) days' written notice to the User of variation of the Terms and Conditions.

19. WAIVER

19.1 A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other breach or default. The waiver shall only apply in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.

19.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not i) constitute a waiver of that or any other right or remedy, or ii) prevent or restrict any further exercise of that or any other right or remedy under this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 20 shall not affect the legality, validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY

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

22. THIRD PARTY RIGHTS

Except as expressly stated in these Terms and Conditions, this Agreement shall not create nor confer any rights that shall be enforceable by anyone other than the Parties to this Agreement and, where applicable, their successors and permitted assigns pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. ENTIRE AGREEMENT

- 23.1 This Agreement, constitutes the entire agreement between the Parties on the subject matter of this Agreement and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations, contracts, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each Party acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

24. GOVERNING LAW

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).