

# Sage for Accountants Terms & Conditions

Last Updated: February 2023

These terms and conditions govern the agreement between us in respect of your access and use of the Sage for Accountants service (“**Sage for Accountants**”), which allows you to promote and facilitate the provision of the products that we make available as a solution for your clients through the Sage for Accountants service from time to time (the “**Products**”).

The relevant terms for each product (“**Product Terms of Use**”) can be found on our website:

<https://www.sage.com/engb/legal/terms-andconditions/product-and-service-terms-andconditions/>. If there is any difference between these terms and conditions and the Product Terms of Use these terms and conditions will take precedence in relation to your access and use of Sage for Accountants.

Capitalised terms used herein without definition shall have the meaning given in the Product Terms of Use unless otherwise specified.

## 1. Definitions and Interpretation

1.1. Definitions. In this agreement, the following words shall have the following meanings:

**Customer Personal Data** personal data (as defined in the Data Protection Addendum) contained within Customer Data.

**Data Protection Addendum** our Data Protection Addendum posted on <http://www.sage.com/dataprotectionaddendum> (or such other URL as notified to you) as amended from time to time. Terms defined in the Data Protection Addendum shall have the same meanings when used in these terms and conditions unless otherwise specified.

**Module** packages that you may use alongside the Product (as described in the Documentation) either subject to payment of an additional fee, or as otherwise agreed, on a subscription or fixed term basis. Some Modules are optional whilst others will be included automatically in your licence; please refer to your Documentation and Sage websites for details.

**Sage Points** Our Sage Points terms and conditions on [www.sage.com](http://www.sage.com) or such other URL as notified to you) as amended from time to time. Terms defined in the Sage Points shall have the same meanings when used in these terms and conditions unless otherwise specified.

1.2. We may change these terms and conditions at any time. We will make reasonable efforts to communicate any changes to you via a notification on Sage for Accountants or by sending you an email but it is up to you to ensure that you regularly check, read, understand the most recent version of this agreement on our website as you will be deemed to accept all changes to these terms and conditions if you continue to access and use Sage for Accountants.

1.3. Interpretation. In this agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to “writing” or “written” includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time; and (h) references to any party shall include that party’s personal representatives, successors and permitted assigns.

## 2. Who this agreement is between

2.1. This agreement is between: you, the person or organisation authorised to use Sage for Accountants under and in accordance with these terms and conditions (“**you**”, “**your**”); and us, Sage Global Services Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, NE28 9EJ, United Kingdom) (“**Sage**”, “**we**”, “**us**”, “**our**”) or such other entity as may be identified in the invoices which are issued to you with respect to your use of the Service, in which case your contracting entity shall be the entity identified in your invoices unless and until specified otherwise by Sage.

2.2. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations set out in this Agreement, and to give the rights and licences granted herein.

2.3. By accessing and using Sage for Accountants you and we agree to be bound by and comply with these terms and conditions.

## 3. How you accept this agreement, and when the agreement between us starts

3.1. You accept these terms and conditions, and this agreement between us starts, from the earliest date



you tick a box or click on a button (or something similar) when Sage for Accountants asks you to confirm that you accept this agreement. To the extent that you are migrating from Partner Edition to Sage for Accountants, you hereby instruct Sage to migrate all Customer Data contained in Partner Edition to Sage for Accountants and agree that the migration activity shall be carried out in accordance with these terms and conditions.

- 3.2. Our agreement will continue until terminated in accordance with clause 12.
- 3.3. If you don't accept this agreement, you should contact us immediately and you should not promote or facilitate the usage of the Product by your clients or otherwise access and use Sage for Accountants.

#### **4. Your Subscription**

- 4.1. We may, from time to time, make available promotional offers in respect of Sage for Accountants. Any such promotional offers will be subject to these terms and conditions and we reserve the right to withdraw or cease to offer any promotional offers at any time without notice to you.

#### **5. Access to Sage for Accountants**

- 5.1. Once you subscribe to Sage for Accountants you can set up and administer the Product accounts for your clients which will link to your own Sage for Accountants account.
- 5.2. You must take all reasonable steps to ensure that your clients comply with the Product Terms of Use, and any notices, policies and instructions relating to their use of the Product which we provide to you and/or your clients, from time to time.
- 5.3. We reserve the right to access your Sage for Accountants account at any time including, without limitation, for the purposes of enabling us to:
  - 5.3.1. establish your compliance with this agreement;
  - 5.3.2. investigate and/or remedy any errors or other bugs within Sage for Accountants and/or monitor your use of Sage for Accountants; and
  - 5.3.3. remove any and all of your clients from your Sage for Accountants if you are in breach of this agreement.
- 5.4. Sage for Accountants allows you to have access to your clients' Product accounts (including access to client data) as well as manage such access rights over your clients' Product accounts. You are responsible for ensuring that the level(s) of access that you assign to each of your client's Product accounts has been agreed between you and your client.

- 5.5. For each client that you set up through Sage for Accountants, you are responsible for:

- 5.5.1. notifying them that you will have access to their Product account, that you are responsible for access rights over their Product account and that Sage has no control over such access rights; and
- 5.5.2. agreeing with each client the level(s) of access rights that they permit you and your business colleagues (as applicable) to have over their Product account.

- 5.6. You agree that you will only assign access rights over your clients' Product accounts strictly in accordance with that particular client's instructions.

- 5.7. We shall not be liable for any losses, damages, costs and expenses whatsoever that are suffered and/or incurred by you and/or your clients which arise out of or in connection with any breach or other failure to comply with this clause 5 relating to access rights.

- 5.8. You will indemnify us and our Affiliates from any and all third party claims caused by or arising from or in connection with your access rights to client accounts and/or any breach or other failure by you of the provisions within this clause 5.

#### **6. Your obligations**

- 6.1. You will perform your obligations promptly, diligently and in accordance with the standard to be reasonably expected of an experienced, trained and appropriately qualified accountant (or equivalent) operating in your market.
- 6.2. You shall comply with all notices, policies and instructions relating to your access and use of Sage for Accountants which we provide to you, from time to time either via a notification in Sage for Accountants or email. We reserve the right to audit your use of Sage for Accountants to verify your compliance with this agreement. If any such audit reveals any aspect of non-compliance, then you agree to promptly:
  - 6.2.1. provide us with all information that we consider to be necessary in relation to any such non-compliance; and
  - 6.2.2. correct any such non-compliance at your own cost.

#### **Modules**

- 6.3. Certain Modules, as detailed in your Documentation, may be made available to you along with the Product. In some instances, as detailed in the Documentation, this use shall be limited for 12 months from the Effective Date (as applicable to the relevant Module). Where this is applicable to you, after the expiry of the



12-month period, you will be presented with different options to subscribe to the Module at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to subscribe to the Module.

- 6.4. You acknowledge and agree that we may change the prices we charge for your use of Modules at any time. We will use our reasonable endeavours to give you as much notice as is reasonably possible of any such changes.

### Third-Party Services

- 6.5. No Endorsement or Warranty. Sage may present to you, including on Sage websites, or you may separately procure Third-Party Services that are offered by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Services or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Services or Third-Party Provider, regardless of whether it is described as “authorised”, “certified”, “recommended” or the like and regardless of whether the Third-Party Services are included in a Sage order. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of Sage for Accountants and/or Product with any Third-Party Services. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to any terms relating to the same under this agreement. If you do not accept or agree to the terms and conditions imposed by the Third Party Providers, then your access and use of Sage for Accountants and/or Product may be affected. You are solely responsible for evaluating Third-Party Services and Third Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. We may withdraw access to Third-Party Services at any time and without notifying you. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with Sage for Accountants and/or Product features on reasonable terms, we may cease providing those Sage for Accountants and/or Product features without entitling you to any refund, credit or other compensation.

- 6.6. In the event that you procure any Third-Party Services on your or your clients’ behalf, or you use or facilitate the use of a Third-Party Services in relation to your clients’ accounts, you shall remain fully responsible for the operation of such Third Party Services. You warrant and represent that you are (and at all times shall be) duly and properly authorised to use or facilitate the use of such Third-Party Services (including on behalf of your clients), and shall indemnify us our Affiliates from any and all third

party claims caused by or arising from or in connection with any breach of the warranty or representation in this clause 6.6.

- 6.7. Data sharing. If you obtain a Third-Party Product that requires access to or transfer of Customer Data, you agree to obtain any consents required, including from your clients, before sharing any Customer Data. You acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and that Sage is authorised to provide the Customer Data as requested by the Third-Party Product. Sage is not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Product.
- 6.8. AWS platform. Sage for Accountants and Product are hosted on Amazon's AWS platform, an internet-scale cloud computing and services platform hosted in Amazon data centres. Your use of Sage for Accountants and Product is also subject to the following Amazon terms, conditions and policies: (i) AWS Privacy Notice Statement available at <http://aws.amazon.com/privacy>; (ii) AWS Product terms available at <http://aws.amazon.com/serviceterms>; and (iii) AWS Acceptable Use Policy available at <http://aws.com/aup/>. Neither you, nor anyone accessing Sage for Accountants or Product, may use Amazon’s AWS platform in any way prohibited by the AWS Acceptable Use Policy.

### 7. Price and payment method

- 7.1. For each client you introduce to and set up and administer a Product account through Sage for Accountants, they will pay you directly for their use of the Product and you will pay us in full for all applicable fees for those accounts. Your clients will not be eligible for a free trial of the Product.
- 7.2. For a client who subscribes to more than one Module, they will pay you for their entire use of the Modules and you will pay us for their use.

### Payment Terms

- 7.3. You agree to provide us with complete and accurate billing and contact information and shall promptly notify us of any change to this information.
- 7.4. By providing your payment details to us in connection with the Product, you agree that we may automatically begin charging you the fees in accordance with the terms of this agreement. You must pay all fees due at such rate and frequency, and on such payment dates, as set out in the Documentation. Payment obligations are non-cancellable and fees paid are non-refundable (other than as expressly set out in this agreement).



- 7.5. Payment of your client's fees to you shall constitute valid payment for their use of the Product for the purposes of this agreement.
- 7.6. We shall be entitled to increase the applicable fees at any time by giving you not less than thirty (30) days' written notice, and such an increase will take effect from your next payment date after this notice period has ended.
- 7.7. All fees are exclusive of applicable taxes, levies, or duties imposed by taxing authorities, including, for example, value added tax, goods and services tax, sales, use or withholding taxes, assessable by any jurisdiction whatsoever, and you shall be responsible for the payment of all such taxes, levies or duties in addition to the fees, excluding taxes on Sage's net income.
- 7.8. If any funds are unavailable from your account on the due date for payment, then without limiting our rights or remedies: (i) those fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms to any future fees.
- 7.9. All payments you make to us under this agreement will be made in full without any set-off, restriction or condition and without any deduction or withholding, unless you are required by law to make any such deduction or withholding.
- 7.10. Without prejudice to any other right or remedy we may have, if you fail to make any payment in accordance with this agreement or fail to perform any other obligation to us, we:
- 7.10.1. may at our option and upon written notice terminate this agreement or suspend performance of our obligations under this agreement in accordance with clause 12.1 until such time that you make payment or perform such obligation in full; and
- 7.10.2. reserve the right to access your account and remove any and all of your clients from Sage for Accountants as set out in clause 5.3 and provide a list of accountants in accordance with clause 12.1 to these clients at our discretion.
- 7.11. Where we suspend your access to Sage for Accountants, we may at our discretion agree to reactivate your account.

## 8. Sage Points

- 8.1. As part of your use of Sage for Accountants you will be entitled to Sage Points (as defined in the Sage for Accountants - Sage Points terms and conditions), as explained further in Sage for Accountants.

## 9. Proprietary Rights

- 9.1. Sage Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Sage alone (and its licensors, where applicable) reserves all rights, title and interest in and to the Product (including any configurations, customisations, modifications, enhancements, Updates and revisions thereof), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this agreement are reserved by Sage. The Sage name, logo and the product names associated with Sage for Accountants, Product and the Documentation are trademarks of Sage or third parties, and no right or licence is granted to use them.
- 9.2. Feedback. You may, but are not required to, provide Sage, its Affiliates or subcontractors with ideas, suggestions, requests, recommendations or feedback about Sage for Accountants or the Product ("**Feedback**"). If you do so, you grant Sage a non-exclusive, royalty free, worldwide, perpetual, irrevocable licence to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback for any purpose.
- 9.3. Except to the extent permitted by law, you will not do anything nor allow anything to be done which will or may damage or affect the validity of the Sage Intellectual Property Rights, including (without limitation) breaching any terms and conditions of this agreement or the Accounting Terms of Use or which arises out of or in connection with you use of, or holding yourself out as the owner of, the Sage Intellectual Property Rights.
- 9.4. You will immediately inform us in writing if you become aware of any actual or potential infringement or invalidity of any of the Sage Intellectual Property Rights. You will at our request and expense sign, execute and do all such deeds, documents, acts and things (including allowing your name to be used in any proceedings) as we may reasonably require with a view to restraining such infringement (or preventing such invalidity) and/or obtaining damages and/or otherwise protecting our or our licensors' rights.

## 10. Our liability and responsibility to you if something goes wrong

- 10.1. Subject always to clauses 10.2, 10.3 and 10.4 below, our total liability to you arising under or in connection with this agreement whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise will be as follows:
- 10.1.1. in the event that you only sign up for Sage for Accountants and do not have any corresponding Products via Sage for Accountants, our total liability to you will be limited to £150;



10.1.2. in the event that you do have corresponding Products via Sage for Accountants, our total liability to you will not exceed an amount equal to the total of the fees paid or payable by you to us under or in connection with the Product Terms of Use or any fees paid or payable in the 12 month period immediately preceding the date on which the claim arose.

10.2. We will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience:

10.2.1. loss of profits, revenues or contracts, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure or loss or corruption of data, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; and/or

10.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.

10.3. Nothing in these conditions will exclude or limit your or our liability for:

10.3.1. fraud;

10.3.2. death of or personal injury to any person as a result of our negligence; or

10.3.3. any other matter which cannot be excluded or limited under applicable law.

10.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

10.5. Your and our responsibilities under this agreement are reasonable because they reflect that:

10.5.1. we cannot control how, and for what purposes, you or your clients use Sage for Accountants or the Product;

10.5.2. we have not developed Sage for Accountants or the Product specifically for you or your clients; and

10.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Sage for Accountants or the Product are problem or error free.

## **11. What is your responsibility to us if another person makes a claim against us relating to your obligations?**

11.1. You will indemnify us for all third party claims which arise out of or in connection with:

11.1.1. your promoting, distributing and/or otherwise exploiting Sage for Accountants or the Product;

11.1.2. your supporting or providing any other service for Sage for Accountants or the Product; or

11.1.3. any breach or other failure by you of this agreement.

## **12. How this agreement may be brought to an end and what happens on termination**

12.1. Without prejudice to any other right or remedy which we may have, we may exercise our right of suspension under clause 7.10 or, at our discretion, end this agreement immediately. Suspension of your access to your Sage for Accountants account or the termination of this agreement (as the case may be) will also suspend or terminate the account of each client which is linked to your Sage for Accountants account, and you accept that we will not be liable for any such suspension or termination and any Modules and compliance services. You will also lose access to any data that has been inputted into Sage for Accountants. Your clients will not lose their access to the Product and Sage reserves the right to inform your clients of other accountants using Sage for Accountants.

12.2. You may end this agreement at any time by sending us an email to [sagebusinesscloudadministration@sage.com](mailto:sagebusinesscloudadministration@sage.com) and we will confirm to you the date that this agreement will come to an end.

12.3. We may terminate this agreement by providing not less than thirty (30) days' written notice of termination, provided that the rights and obligations set out in this agreement (including your obligations to pay any applicable fees) shall continue for such notice period.

12.4. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.

12.5. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is unable to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances, we will have



no further obligation to you and any monies due from you will become immediately due and payable to us in full.

### 13. Compliance with laws

- 13.1. You shall comply with all applicable laws, statutes, codes, rules and regulations in relation to your use of Sage for Accountants and the Product, including but not limited to Data Protection Laws and all applicable laws in relation to antibribery, anti-corruption, tax evasion and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.
- 13.2. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with these terms and conditions and, in particular, this clause 13. You shall provide us with all reasonable cooperation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users or clients' use and access Sage for Accountants or the Product for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of these terms and conditions and we shall have a right to terminate these terms and conditions immediately on written notice to you.
- 13.3. Sage for Accountants and the Product may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "**denied persons list**" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the term of this agreement, you or any of your Affiliates become named on any U.S. government "**denied persons list**" (or equivalent targeted sanctions list) or become owned or controlled by a politically exposed person. You shall not permit Users or clients to access or use Sage for Accountants or the Product in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations, or in any Restricted Territories. "**Restricted Territories**"

means: (i) Cuba, Iran, North Korea, Syria, Sudan and the territory of Crimea / Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S.; and (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S. after the date of this agreement. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause 13. You shall have, and shall maintain throughout this agreement, appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13. In the event that this clause 13 is breached by you, Sage shall have a right to immediately suspend your use of Sage for Accountants and the Product to the extent that we consider necessary without prior notice and/or terminate this agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your (or your Users) breach of this clause 13.

### 14. Data Protection

- 14.1. We will process all Customer Data, including your Personal Data (as defined in the Data Protection Addendum), pursuant to the Data Protection Addendum.

### 15. Confidentiality

- 15.1. Definition of Confidential Information. Subject to clause 15.2, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this agreement, Sage for Accountants, the Products, the Documentation, Sage Data, business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes.
- 15.2. Exceptions. Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third-party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information; and (v) information that



was authorised for release (in writing) by the Disclosing Party.

- 15.3. Confidentiality obligations. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this agreement or authorised by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to effect the intent of this agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the agreement. The Receiving Party shall be responsible for any breach of this clause by its employees, Affiliates and service providers.
- 15.4. Disclosure required by law. The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.
- 15.5. Injunctive relief. A breach of this clause 15 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies, the Disclosing Party may seek injunctive relief for any threatened or actual breach of this clause 15 without the need to prove damages or post a bond or other surety.

## 16. What else do you need to know?

- 16.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the remainder of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 16.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 16.3. This agreement and the documents we refer to herein constitute the entire agreement between you and us in relation to your access and use of Sage for Accountants, and replaces all documents, information and other communications (whether spoken or written) between us for such participation and use.
- 16.4. Both of us agree that we are independent contractors and neither of us will represent ourselves as agent, servant, franchisee, joint venturer or partner of, or

endorsed by, the other. You do not have and will not hold yourself out as having any authority to accept any order on our behalf. You agree not to pledge our credit, receive any money or give any receipt on behalf of us or compromise any debt due to us, or incur any other liability or obligation, or make any promise or representation on behalf of us or claim to do any such thing.

- 16.5. This agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this agreement to the buyer.
- 16.6. A person who is not a party to this agreement has no right to enforce any term of it.
- 16.7. Where either party is required to notify the other party by email, the party will be deemed to have received the email on the first business day following transmission.

## 17. Which laws govern this agreement?

- 17.1. This agreement is governed by the laws of England and both parties irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

