

Source Internet Privacy Policy.

Confidentiality

(a) Source Internet agrees to keep secret and confidential the other party's Confidential Information.

(b) Source Internet agrees to use the other party's Confidential Information only for the purpose of performing its obligations or exercising its rights under the Service Agreement (in this clause, 'Purpose') and agrees not to use it for any other purpose, except to the extent expressly permitted under these terms.

(c) Source Internet may disclose the other party's Confidential Information to those officers, employees and agents of Source Internet and its Affiliates, and where Supplier is the first party to its service providers, who need to know for the Purpose, and to the first party's financial institutions and professional advisers, provided that any person to whom the Confidential Information is disclosed agrees to confidentiality and use obligations at least as stringent as those specified in these terms.

(d) Source Internet may disclose the other party's Confidential Information if required by law, court order, a request, direction or order by government or regulatory authority or law enforcement or other agency or the listing rules of a stock exchange or if necessary or prudent to disclose to an emergency services organisation, provided that (where possible) the first party first gives the other party prompt written notice of such requirement and at the request of the other party, cooperates in good faith in any reasonable action which the other party takes to resist or limit the scope of such disclosure.

(e) Source Internet and its Affiliates may use and disclose Customer's Confidential Information in order to investigate suspected fraud or other illegal behaviour in relation to the Services.

(f) Source Internet and its Affiliates may disclose information of or about Customer or Users in response to a request by a government or regulatory authority, law enforcement agency, or as otherwise required to meet its legal obligations or if necessary or prudent to disclose to an emergency services organisation.

(g) Source Internet must take reasonable steps to preserve the confidentiality of the other party's Confidential Information and prevent unauthorised use and disclosure which must be at least the same degree of care as it uses to protect its own confidential information of similar sensitivity.

(h) Source Internet must notify the other party immediately if it becomes aware of any actual, suspected or threatened unauthorised disclosure or use of the other party's Confidential Information, and cooperate as reasonably required to investigate it.

(i) On request, Source Internet must immediately return or (if directed by the requesting party) destroy all copies of the requesting party's Confidential information which is in its possession whether in tangible or electronic form. The obligations under this clause do not apply to information in a party's possession which is required to be retained by an applicable law or for internal audit purposes, or is incorporated into the back-up tapes of that party provided always that the party continues to comply with its obligations of confidentiality.

(j) The parties acknowledge that damages are not a sufficient remedy for a breach of these confidentiality provisions and that in addition to its other remedies a party may seek injunctive relief against such a breach or threatened breach.

Collection of Information and privacy

(a) Customer acknowledges that Source Internet, its Affiliates and any of its service providers whose services are used as an input to the Services, may collect, use, disclose and store information about Customer and Users as described in Supplier's Privacy Policy. Such information may be obtained from Customer or generated within Source Internets infrastructure or through Customer's and Users use of the Services.

(b) In relation to information about Users that Customer discloses to Source Internet, its Affiliates and services providers, or which Supplier, its Affiliates or its service providers collects in the course of providing the Services, Customer warrants that it has notified Users or obtained Users consent (as required by applicable law) for the disclosure to and/or collection, use, storage and disclosure by, Source Internet, its Affiliates and service providers as described in Source Internets Privacy Policy.

(c) Where information disclosed to Source Internet by Customer, or collected, accessed or stored by Source Internet, its Affiliates or its service providers in relation to the Services is personal information, each party will comply with its obligations under any applicable privacy law, rule or regulation.

(d) Customer acknowledges and agrees that Source Internet may, in supplying the Services and any related support services to Customer, transfer, access, store and/or host Customer's data (which may include Users' personal information) outside the place where Source Internet is incorporated.