



## TERMS AND CONDITIONS - PRONTO NETWORK

- (A)** Blue Zinc has developed and owns certain software and services which enable healthcare clinics to receive (subject to the clinic's prior approval of exchange of information on a referrer by referrer basis) referrals of patients from third parties with whom they have an existing contractual referral relationship, send and receive patient and billing information electronically to and from such third parties, and arrange patient appointments.
- (B)** The Clinic wishes to use such software and services for the above purposes and Blue Zinc is willing to licence the Clinic to use same, subject to and in accordance with these Terms and Conditions.

## AGREED TERMS

- 1.** These Terms and Conditions incorporate the Commercial Terms set out in Schedule 1 (Commercial Terms) and the General Terms set out in Schedule 2 (General Terms).
- 2.** The General Terms take precedence over the Commercial Terms and these Terms and Conditions take precedence over any other document not specifically incorporated herein.
- 3.** The parties acknowledge that they have read and understood these Terms and Conditions and are not entering into these Terms and Conditions on the basis of any representations not expressly set forth in them.
- 4.** Unless the context otherwise requires, the definitions set out in these Terms and Conditions shall apply throughout these Terms and Conditions.



## SCHEDULE 1 - COMMERCIAL TERMS

The commercial terms are as agreed between the client and Blue Zinc IT Ltd.



## SCHEDULE 2 – GENERAL TERMS

### 1. INTERPRETATION

#### 1.1

The definitions in this Condition apply in these Terms and Conditions.

Charges means the charges payable by the Clinic for use of the Services in accordance with Condition 9;

Clinic means the legal entity (person, firm or partnership) that is licensed to use the Services by Blue Zinc in accordance with these Terms of Use;

Confidential Information means information that is proprietary or confidential to a party and is either clearly labelled as such or otherwise identified by a party as Confidential Information;

Data means patient and any other data inputted by the Clinic, the Clinic's employees or any other party on the Clinic's behalf for the purpose of, or to facilitate, the Clinic using the Services and supplying the healthcare services requested by the Referrer;

Data Protection Legislation means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

Data Controller shall have the same meaning as set out in the Data Protection Act 1998;

Data Processor shall have the same meaning as set out in the Data Protection Act 1998;

Pronto means Blue Zinc's Pronto software and system and all associated media, materials and documentation (whether printed or online);

Referral means each referral of a patient(s) by a Referrer to the Clinic using the Services;

Referrer(s) means (a) third party (or parties) with whom the Clinic has an existing patient referral relationship as at the date of the Referral and which third party (parties) are licensed by Blue Zinc (by way of a separate contractual arrangement) to use the Services;

Services means the referral services provided by Blue Zinc to the Clinic via Pronto in accordance with these Terms and Conditions, which services are provided to the Clinic via Blue Zinc's TM2 Case Management System;

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

### 2. DURATION

These Terms and Conditions shall commence on the Commencement Date and, subject to any earlier termination in accordance with the provisions hereof, continue in force for an initial period of 6 months (Initial Period). Following expiry of the Initial Period, these Terms and Conditions shall (subject to any earlier termination in accordance with the provisions hereof) continue thereafter unless or until either party gives to the other not less than one month's prior

written notice to terminate, such notice to expire on or after the expiry date of the Initial Period.

### 3. LICENCE GRANT

#### 3.1

Subject to the terms of these Terms and Conditions and in consideration for payment of the Charges by the Clinic, Blue Zinc hereby grants to the Clinic a non-exclusive, non-transferable and limited licence (excluding any right to sub-licence) to use the Services, solely for the purposes of: (a) receiving referrals of patients from Referrers and receiving from, and routing patient information (both demographic and clinical) electronically to Referrers; and (b) sending patient information and reports (both demographic and clinical) and billing information (and associated information such as appointment information relating to the Clinic) to such Referrers in respect of patients who have been referred. [The licence granted to the Clinic under this Condition 3.1 is subject to the Clinic being licensed to use Blue Zinc's TM2 Case Management System and, in the event that such licence is terminated for any reason, the Clinic's licence to use the Services in accordance with these Terms of Use shall automatically cease]. The Clinic hereby acknowledges and agrees that it must, prior to using the Services to receive or send patient or other information to Referrers, it must provide its consent (on a Referrer by Referrer basis (but not, for the avoidance of doubt for Referrals by previously approved Referrers)) for the exchange of such information.

#### 3.2

As required by Blue Zinc, the Clinic hereby agrees to keep (and procure that its employees and anyone accessing the Services with the Clinic's permission shall keep) a secure password for use of the Services (being the same password as such employees use for Blue Zinc's TM2 Case Management System), that such password shall be changed no less frequently than monthly and to keep, and procure that the Clinic's employees keep, all passwords confidential.

#### 3.3

The Clinic will not (and will procure that its employees and anyone accessing the Services with the Clinic's permission will not) access, store, distribute or transmit any Viruses, or any material during the course of use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property, and Blue Zinc reserves the right, without liability or prejudice to its other rights, to disable access to any material that breaches the provisions of this Condition.

#### 3.4

The Clinic shall not:

##### (a)

except as may be allowed by any applicable law incapable of exclusion: (i) and except to the extent expressly permitted under these Terms and Conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Pronto or the Services in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Pronto or the Services; or

##### (a)

access all or any part of the Services in order to build a product or service which competes with the Services; or

##### (b)

subject to and save as otherwise permitted by these Terms and Conditions, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or



- (c) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under these Terms and Conditions.
- 3.5** The Clinic shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify Blue Zinc.
- 3.6** The rights provided under these Terms and Conditions are granted to the Clinic only, and shall not be considered granted to any subsidiary or holding company.
- 4. SERVICES**
- 4.1** Blue Zinc will provide the Services to the Clinic on and subject to these Terms and Conditions.
- 4.2** Blue Zinc shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out during any maintenance window; and (b) unscheduled maintenance performed outside Blue Zinc's normal business hours.
- 4.3** Blue Zinc shall use its reasonable endeavours to remedy (during Blue Zinc's normal business hours) any defect in the Services in consequence of which the Services do not conform to their published specification. Any requests for support must be sent by email to [support@insidetm2.com](mailto:support@insidetm2.com).
- 5. DATA**
- 5.1** The Clinic has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data.
- 5.2** No back-up of any Data is carried out. In the event of any loss or damage to Data, the Clinic's sole and exclusive remedy shall be for Blue Zinc to use its reasonable commercial endeavours to restore the lost or damaged Data. Blue Zinc excludes its liability for any loss, destruction or alteration of Data and will not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party.
- 5.3** In relation to processing Data under these Terms and Conditions:
- (a) the Clinic acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the data subject is located in order to provide the Services and perform Blue Zinc's other obligations under these Terms and Conditions;
- (b) the Clinic shall ensure that it is entitled to transfer the relevant personal data to Blue Zinc and Referrers so that Blue Zinc may lawfully use, process and transfer the personal data in accordance with these Terms and Conditions on the Clinic's behalf;
- (c) the Clinic shall ensure that all relevant third parties (including for the avoidance of doubt all patients) have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable reasonable Data Protection Legislation; and
- (d) Blue Zinc shall take appropriate reasonable technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 6. RELATIONSHIP WITH REFERRERS**
- The Clinic acknowledges that the Services will enable or assist interaction and correspondence with, and/or purchase of services from or supply of services to Referrers or other third parties and that it therefore accesses and uses the services solely at its own risk. Blue Zinc makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content of such websites or use of third party services, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Clinic, with any such third party. Any contract entered into and any transaction completed with any Referrer is between that Referrer and

the Clinic and not Blue Zinc. The Clinic further acknowledges and agrees that Blue Zinc shall have no responsibility or liability for the legality, reliability, integrity, accuracy or quality of data, reports or information received by the Clinic from Referrers whilst utilising the Services.

## **7. BLUE ZINC'S OBLIGATIONS**

**7.1** Blue Zinc undertakes that the Services will be performed with reasonable skill and care.

**7.2** The undertaking above shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Blue Zinc's instructions, or modification or alteration of the Services by any party other than Blue Zinc or its duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Blue Zinc will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Clinic with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Clinic's sole and exclusive remedy for any breach of the undertaking set out above. Notwithstanding the foregoing, Blue Zinc:

- (a) does not warrant that the Clinic's use of the Services will be uninterrupted or error-free; or that the Services and/or the information or Referrals obtained by the Clinic through the Services will meet the Clinic's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Clinic acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## **8. THE CLINIC'S OBLIGATIONS**

The Clinic shall:

- (a) provide Blue Zinc with: (i) all necessary co-operation in relation to the Services; and (ii) all necessary access to such information as may be required by Blue Zinc in order to provide the Services;
- (b) comply with all applicable laws and regulations with respect to its activities under these Terms and Conditions;
- (c) carry out all its other responsibilities set out in these Terms and Conditions in a timely and efficient manner;
- (d) ensure that its employees use the Services in accordance with these Terms and Conditions and shall be responsible for any employee's (or anyone else under the Clinic's control) breach of these Terms and Conditions;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Blue Zinc to perform its obligations under these Terms and Conditions, including without limitation, the provision of the Services. Without limiting the foregoing, the Clinic hereby warrants that it has obtained full and informed consent(s), from all patients whose personal information is inputted into and/or transmitted by or on behalf of the Clinic via the Services to Referrers, that it may utilise such personal information in the manner required by the Services and disclose such personal information to Blue Zinc (for the purposes of Blue Zinc providing the Services) and Referrers (which may in turn utilise, process and store such information (including, without limitation, to permit patients to access such information and to store email addresses, unique identifying codes for each patient(s) referred and booking references)). The Clinic shall comply at all times with the Data Protection Legislation and shall not perform its obligations under these Terms and Conditions or use the Services in such a way as to cause Blue Zinc to be in breach of any of its obligations under Data Protection Legislation. The parties hereby record their intention that for the purposes of these Terms and Conditions and the Services, the Clinic is the Data Controller and Blue Zinc is the Data Processor;



- (f) ensure that its network and systems comply with the relevant specifications provided by Blue Zinc from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Blue Zinc's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet.
- 9. CHARGES**
- 9.1** The Charges payable by the Clinic for the Services are as set out in the Commercial Terms.
- 9.2** Blue Zinc reserves the right to increase the Charges at any time provided that Blue Zinc gives the Clinic notice of any such increase not less than one month before the proposed date of the increase. If the increase proposed is an increase of more than 15% upon the Charges paid in the previous month and is not acceptable to the Clinic (acting reasonably), the Clinic shall have the right to terminate these Terms and Conditions upon one month's prior written notice to Blue Zinc.
- 9.3** The Clinic will pay the Charges as set out in the Commercial Terms.
- 9.4** Time for payment shall be of the essence.
- 9.5** All amounts payable by the Clinic under these Terms and Conditions are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under these Terms and Conditions by Blue Zinc to the Clinic, the Clinic shall pay to Blue Zinc such additional amounts in respect of VAT as are chargeable on supply of the Services at the same time as payment is due for the supply of the Services.
- 9.6** Without limiting any other right or remedy of Blue Zinc, if the Clinic fails to make any payment due to Blue Zinc under these Terms and Conditions by the due date for payment ("Due Date"), Blue Zinc shall have the right to:
- (a) charge interest on the overdue amount at the rate of 2% per annum above the then current Lloyds TSB Bank PLC's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly;
- (b) suspend the Clinic's use of all or some of the Services; and
- (c) charge the Clinic for any costs incurred in obtaining (or attempting to obtain) payment of any unpaid amounts including, without limitation, reasonable legal fees and back charges.
- 9.7** The Clinic shall pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and the Clinic shall not be entitled to assert any credit, set-off or counterclaim against Blue Zinc in order to justify withholding payment of such amount in whole or part. Blue Zinc may, without limiting its other rights or remedies, set off any amount owing to it by the Clinic against any amount payable by Blue Zinc to the Clinic.
- 10. PROPRIETARY RIGHTS**
- The Clinic acknowledges and agrees that Blue Zinc and its licensors own all intellectual property rights in Pronto and the Services. Except as expressly stated herein, these Terms and Conditions do not grant the Clinic any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 11. CONFIDENTIALITY**
- 11.1** Each party may be given access to Confidential Information belonging to the other party in connection with provision or receipt of the Services. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;

- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2** 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 these Terms and Conditions.
- 11.3** 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 these Terms and Conditions.
- 11.4** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5** The Clinic acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Blue Zinc's Confidential Information.
- 11.6** Blue Zinc acknowledges that the Data is the Clinic's Confidential Information.
- 11.7** This paragraph shall survive termination of these Terms and Conditions, however arising.
- 12. INDEMNITY**
- 12.1** The Clinic shall defend, indemnify and hold Blue Zinc harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with its use of the Services, provided that:
- (a) the Clinic is given prompt notice of any such claim;
- (b) Blue Zinc provides reasonable co-operation to the Clinic in the defence and settlement of such claim, at the Clinic's expense; and
- (c) the Clinic is given sole authority to defend or settle the claim.
- 12.2** Blue Zinc shall defend the Clinic against any claim that the Services infringe any United Kingdom patent effective as of the date of these Terms and Conditions, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Clinic for any amounts awarded against it in judgment or settlement of such claims, provided that:
- (a) Blue Zinc is given prompt notice of any such claim;
- (b) the Clinic provides reasonable co-operation in the defence and settlement of such claim, at Blue Zinc's expense; and
- (c) Blue Zinc is given sole authority to defend or settle the claim.
- 12.3** In the defence or settlement of any claim, Blue Zinc may procure the right for the Clinic to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Clinic's use of the Services immediately on notice without any additional liability or obligation to pay liquidated damages or other additional costs to the Clinic.
- 12.4** In no event shall Blue Zinc be liable to the Clinic to the extent that the alleged infringement is based on:
- (a) a modification of the Services by anyone other than Blue Zinc; or
- (b) the Clinic's use of the Services is in a manner contrary to the instructions given by Blue Zinc; or
- (c) the Clinic's use of the Services after notice of the alleged or actual infringement from Blue Zinc or any appropriate authority.
- 12.5** The foregoing states the Clinic's sole and exclusive rights and remedies, and Blue Zinc's entire obligations and liability,



for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### **13. LIMITATION OF LIABILITY**

**13.1** This Condition 13.1 sets out Blue Zinc's entire financial liability to the Clinic:

- (a) arising under or in connection with these Terms and Conditions;
- (b) in respect of any use made by the Clinic of the Services or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms and Conditions.

**13.2** Except as expressly and specifically provided in these Terms and Conditions:

- (a) the Clinic assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Blue Zinc shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Blue Zinc by the Clinic in connection with the Services, or any actions taken by Blue Zinc at the Clinic's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded; and
- (c) the Services are provided to you on an "as is" basis.

**13.3** Nothing in these Terms and Conditions excludes Blue Zinc's liability:

- (a) for death or personal injury caused by Blue Zinc's negligence; or
- (b) for fraud or fraudulent misrepresentation.

**13.4** Subject to the foregoing:

- (a) Blue Zinc shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms and Conditions; and
- (b) Blue Zinc's total aggregate liability in contract (including in respect of the indemnity in Condition 12 above), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the total Charges paid by the Clinic to Blue Zinc in the period of 6 months prior to the date the cause of action arose.

**13.5** The Clinic hereby acknowledges and agrees that Blue Zinc does not warrant or represent to the Clinic that by entering into these Terms and Conditions or using the Services that the Clinic will receive an increased, or minimum number of Referrals from Referrers and Blue Zinc hereby expressly disclaims its liability for the volume of, and quality of, Referrals made to the Clinic via use of the Services.

### **14. TERMINATION**

**14.1** These Terms and Conditions shall, unless otherwise terminated as provided in this paragraph, continue in force unless or until:

- (a) either of the parties provides not less than 30 days' notice of termination after the Initial Period; or
- (b) otherwise terminated in accordance with these Terms and Conditions.

**14.2** Without affecting any other right or remedy, either of the parties may terminate with immediate effect by giving written notice if:

- (a) the other party commits a material breach of any of these Terms and Conditions which breach is irremediable or (if

such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the Insolvency (Northern Ireland) Order 1989;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**14.3** On termination for any reason:

- (a) all licences granted under these Terms and Conditions shall immediately terminate and the Clinic shall immediately cease use of the Services;
- (b) Blue Zinc may destroy or otherwise dispose of any of the Data in its possession; and
- (c) any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination shall not be affected or prejudiced.

### **15. FORCE MAJEURE**

Blue Zinc shall have no liability to the Clinic if Blue Zinc is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Clinic is notified of such an event and its expected duration.





**16. ASSIGNMENT**

**16.1** The Clinic shall not, without Blue Zinc's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

**16.2** Blue Zinc may at any time assign, transfer, charge, sub- contract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

**17. VARIATION**

Except as set out in these Terms and Conditions, no variation of these Terms and Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed [in writing] by both parties.

**18. GOVERNING LAW**

These Terms and Conditions and any dispute or claim arising out of or in connection with it or their subject matter

or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

**19. JURISDICTION**

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).