Terms & Conditions

Condatis Subscription Agreement

May 2022

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Condatis

Condatis Subscription Agreement

Services Confirmation

Customer Name	[●]
Customer Address	[●]
Initial Term	1 year starting from the Effective Date
Renewal Term	1 year
Fees	[£●] per [month][year] for organisations with [●] – [●] employees [£●] per [month][year] for organisations with [●] – [●] employees [£●] per [month][year] for organisations with [●] – [●] employees [£●] per Transaction (as defined in our Terms and Conditions).
Services	[Insert description of services].

This Services Confirmation together with our Terms and Conditions forms the binding agreement ("**Agreement**") between Sitekit Systems Limited (t/a Condatis) and the Customer for the Services.

Accepted and agreed for and on behalf of Sitekit Systems Limited t/a Condatis

Signature: _____

Name: _____

Position: _____

Date: _____

Accepted and agreed for and on behalf of the Customer

Signature: _____

Name: _____

Position: _____

Date: _____

Condatis Terms and Conditions

1. TERMS AND CONDITIONS

1.1. These are the Terms and Conditions for Sitekit Systems Limited t/a Condatis, a company incorporated in England and Wales (registered number 08473243) with its registered office at 17-21 Ashford Road, Maidstone, Kent, ME14 ("**Condatis**") in relation to its Services (as defined below).

1.2. These Terms and Conditions together with the Services Confirmation form the agreement between Condatis and the Customer for the Services ("**Agreement**").

2. DEFINITIONS

2.1. The following definitions apply to these Terms and Conditions:

Affiliate: means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

Confidential Information: has the meaning provided in clause 11.1.

Credentials: means verifiable credentials; digital representations of information found in both physical and virtual artefacts, such as a passport, driving license or bank accounts, and which are cryptographically signed making them tamper-resistant and instantaneously verifiable.

Customer: the customer who subscribes for the Services, as set out in the Services Confirmation.

Customer Data: the content, information and/or data (including chat messages or other interactive content) inputted or submitted by the Customer or End Users, for the purposes of using the Services, together with all data generated from use of the Services.

Documentation: the documents made available to the Customer by Condatis (including by online means) which sets out a description of the Services and the user instructions for the Services.

Data Protection Legislation: means the Data Protection Act 2018, UK GDPR and GDPR as applicable and all related subordinate legislation, as may be amended, updated or re-enacted from time to time.

End User: any person who is authorised by the Customer to use the Services.

Effective Date: the date the Customer is first given access to the Platform.

Fees: the fees payable by the Customer for the Services, as set out in the Services Confirmation.

GDPR: the European Union General Data Protection Regulation (2016/679/EU).

Initial Term: means the initial term of the Agreement as stated in the Services Confirmation.

Normal Business Hours: 9.00 am to 5.00 pm UK time, each Business Day.

Platform: means Condatis's identity orchestration platform which is used to provide the Services.

Renewal Term: the renewal term for the Services, as set out in the Services Confirmation.

Schedule: the schedule attached to and forming part of this Agreement.

Services: the subscription services provided by Condatis via the Platform, as set out in the Services Confirmation and as described in the Documentation.

Services Confirmation: the service confirmation document setting out the details of the Customer, Services and Fees, and which together with these Terms and Conditions form the Agreement.

[**Support Policy**: Condatis's policy for providing support in relation to the Services as made available at [Insert web address] or such other website address as may be notified to the Customer from time to time.]

Transaction: means the initial issue of the Credentials, and each subsequent use of the Credentials.

UK GDPR: the portion of the GDPR retained within the UK after leaving the European Union.

Virus: 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.

3. SERVICES

3.1. During the term of the Agreement, Condatis shall provide the Services and make available the Documentation to the Customer, on and subject to the terms of the Agreement.

3.2. Condatis shall use commercially reasonable endeavours to make the Platform and Services available 24 hours a day, seven days a week, except for:

3.2.1. planned maintenance carried out during the agreed maintenance windows;

3.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that Condatis has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance; and

3.2.3. any emergency maintenance as required, provided Condatis provide prompt notice of any emergency maintenance to the Customer.

3.3. Condatis will, as part of the Services, provide the Customer with Condatis's standard customer support services during Normal Business Hours in accordance with [Condatis's Support Policy in effect at the time that the Services are provided. [Condatis may amend the [Support Policy] in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Condatis's then current rates.]

4. END USERS

4.1. Condatis grants to the Customer from the Effective Date a non-exclusive, non-transferable right to allow the Platform to be accessed by End Users in accordance with and for the duration of this Agreement.

4.2. The Customer shall not, and will ensure End Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

4.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or

4.2.2. facilitates illegal activity; or

4.2.3. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Condatis reserves the right, without liability or prejudice to its other rights to the Customer or End Users, to disable the Customer's or End Users' access to any material that breaches the provisions of this clause.

4.3. The Customer shall not, and will ensure End Users shall not (except to the extent expressly permitted under the Agreement):

4.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute (as applicable) all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or

4.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (as applicable) all or any part of the Services; or

4.3.3. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

4.3.4. attempt to obtain, or assist third parties in obtaining, access to the Services or Documentation, other than as provided under this clause 4; or

4.3.5. attempt to bypass or disable any security feature or mechanism within the Services.

4.4. The Customer shall, and will ensure End Users shall, keep all password, access links and log-in details used in relation to the Services secure, and shall use all reasonable endeavours to prevent any unintended access to, or use of, the Services and the Documentation and, in the event of any such unintended access or use, promptly notify Condatis.

4.5. The rights provided under this clause 4 are granted to the Customer and shall not be considered granted to any Affiliate, subsidiary or holding company of the Customer.

5. CUSTOMER DATA

5.1. As between the parties the Customer shall own the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Condatis does not monitor any Customer Data posted or provided by the Customer or End Users as part of the Services. Condatis shall only be entitled to amend any Customer Data when requested in writing to do so by the Customer.

5.2. Where the Customer Data includes personal data (as that term is defined in the Data Protection Legislation), and Condatis requires to process such data in relation to the Services being provided to the Customer, then the parties acknowledge that Condatis shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation) and in any such case:

5.2.1. Condatis shall process the personal data only in accordance with the terms of the Agreement and any lawful instructions reasonably given by the Customer, from time to time;

5.2.2. in relation to the scope, nature and purpose of the processing by Condatis in relation to the Services, the categories of data subjects, the types of data and the duration of processing are set out in the Schedule;

5.2.3. all individuals involved in the provision of the Services on behalf of Condatis shall be subject to appropriate obligations of confidentiality;

5.2.4. Condatis warrants that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of personal data as required by Data Protection Legislation;

5.2.5. Condatis shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist the Customer with its obligations in relation to the exercise of data subject's rights as described in Data Protection Legislation;

5.2.6. the Customer acknowledges that Condatis is entitled to transfer personal data to third party technology partners which Condatis has engaged, or may engage, in relation to platform hosting elements of the Services on condition that any such transfer and engagement will be in accordance with Data Protection Legislation and Condatis shall remain fully liable to the Customer for the performance of such third party technology partner's obligations;

5.2.7. Condatis shall notify the Customer without undue delay after becoming aware of any breach of Data Protection Legislation relating to the Personal Data. Such notification shall:

5.2.7.1. include information on the nature of the breach and the data involved;

5.2.7.2. describe the categories and approximate number of individuals concerned and the likely consequences;

5.2.7.3. describe the measures taken or proposed to be taken to address the issue; and

5.2.7.4. provide contact detail for the Customer to obtain more information on the issue;

5.2.8. Condatis shall, at the choice of the Customer, delete or return all personal data to the Customer when the provision of the Services has been concluded, except where Condatis is required to retain any such personal data under any separate legal obligation;

5.2.9. Condatis shall make available to the Customer such information as the Customer may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by the Customer in relation to the demonstration of such compliance;

5.2.10. [Condatis is entitled to transfer any personal data outside the European Economic Area (EEA) without any further consent of the Customer being obtained subject to appropriate safeguards being in place and on condition that any such transfer will be in accordance with Data Protection Legislation];

5.2.11. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Condatis so that Condatis may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the Customer's behalf; and

5.2.12. the Customer shall ensure that the relevant third parties have been informed of such use,

processing, and transfer as required by Data Protection Legislation.

5.3. [Condatis shall be entitled, on a perpetual and irrevocable basis, to create anonymised data from the Customer Data for the purposes of research, analysis and developing and improving its services, and the exploitation of such anonymised data, and shall own all right, title and interest in such anonymised data.]

6. CUSTOMER OBLIGATIONS

6.1. The Customer shall provide Condatis with all necessary co-operation in relation to the Agreement and all necessary access to such information and equipment as may be required by Condatis in order to provide the Services.

6.2. The Customer shall submit all Customer Data in accordance with any prescribed form and/or minimum requirements set out by Condatis from time to time.

6.3. The Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement and shall carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner.

6.4. The Customer shall ensure that the End Users use the Services in accordance with the terms of the Agreement and shall be responsible for any End User's breach of the Agreement.

6.5. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary to enable it to receive the Services from Condatis.

6.6. [The Customer shall use all reasonable commercial endeavours to promote the Services to End Users.]

6.7. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Condatis from time to time and be solely responsible for procuring and maintaining its network and internet connections.

7. CONDATIS OBLIGATIONS

7.1. Condatis undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Condatis's instructions, or modification or alteration of the Services by any party other than Condatis or Condatis's authorised contractors or agents. If the Services do not conform to this undertaking, Condatis warrants that, at its expense, it will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3. Notwithstanding the terms of clause 7.1, Condatis:

7.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer or End Users through the Services will meet the Customer's requirements; and

7.3.2. 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 Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4. This Agreement shall not prevent Condatis from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

7.5. Condatis warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All intellectual property rights in the Services and Documentation are owned by or validly licensed to Condatis. The Services and Documentation are proprietary to Condatis (or the appropriate third party rights owner) and the Customer and End Users acquire no rights in or to the Services and Documentation other than those expressly granted by the Agreement.

8.2. Software and Documentation provided in relation to the Services are provided solely in relation to the Customer's or End Users' use of the Services in accordance with the Agreement and are not provided, or to be used, for any other purpose.

8.3. Customer grants to Condatis a non-exclusive, royalty free licence during the term of this Agreement to use its name and any agreed logo and branding, on its website and in its marketing materials for the purposes only of advertising that the Customer is a customer of Condatis.

9. PAYMENT

9.1. The Customer shall pay the Fees to Condatis in accordance with this clause 9 and the Services Confirmation.

9.2. The Customer shall provide to Condatis valid, up-to-date and complete credit card or direct debit details acceptable to Condatis and/or any other relevant valid, up-to-date and complete contact and billing details.

9.3. If the Customer provides its credit card details or bank direct debit details to Condatis, the Customer authorises Condatis to bill such credit card or bank account on or after the Effective Date for Fees payable. Where no credit card or debit card details are provided Condatis shall invoice the Customer and the Customer shall pay each invoice within [thirty (30)] days after the date of such invoice.

9.4. If Condatis has not received payment within [thirty (30)] days after the due date, and without prejudice to any other rights and remedies of Condatis:

9.4.1. Condatis may, without liability to the Customer or End User, disable the Customer's or End Users' passwords, accounts and access (where applicable) to all or part of the Services and Condatis shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.4.2. interest shall accrue on such due amounts at an annual rate equal to [5]% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5. All amounts and fees stated or referred to in the Agreement shall be payable in Sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Condatis's invoice(s) at the appropriate rate. In the event that payment is not made in Sterling, Condatis shall be

entitled to recover the Sterling currency exchange costs from the Customer.

10. CONFIDENTIALITY

10.1. Both during and for two years after the termination of the Agreement, each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("**Confidential Information**").

10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Agreement.

10.3. This clause 10 shall not apply to the disclosure of Confidential Information which:

10.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 10;

10.3.2. was obtained or acquired in circumstances under which the Receiving Party was not bound by any form of confidentiality obligation; and

10.3.3. is required by law or regulation to be disclosed to any person who is end by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such end person to the extent necessary).

10.4. Notwithstanding the terms of clause 10.1 and 10.2 above, Condatis shall be entitled to reference the Customer as being a customer of Condatis in relation to its marketing activities.

11. INDEMNITY

11.1. The Customer shall defend, indemnify and hold harmless Condatis 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 the Customer's or End Users' use of the Services or Documentation contrary to the Agreement, provided that:

11.1.1. the Customer is given prompt notice of any such claim;

11.1.2. Condatis provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

11.1.3. the Customer is given sole authority to defend or settle the claim.

11.2. Subject to clause 12, Condatis shall defend the Customer, and if applicable, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

11.2.1. Condatis is given prompt notice of any such claim;

11.2.2. the Customer provides reasonable co-operation to Condatis in the defence and settlement of such claim, at Condatis's expense; and

11.2.3. Condatis is given sole authority to defend or settle the claim.

11.3. In the defence or settlement of any claim, Condatis may procure the right for the Customer 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 Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4. In no event shall Condatis, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.4.1. a modification of the Services or Documentation by anyone other than Condatis or its authorised contractors or agents; or

11.4.2. the Customer's or End Users' use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Condatis; or

11.4.3. the Customer's or End Users' use of the Services or Documentation after notice of the alleged or actual infringement from Condatis or any appropriate authority.

11.5. The foregoing and clause 12.4 state the Customer's sole and exclusive rights and remedies, and Condatis's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1. This clause 12 sets out the entire financial liability of Condatis (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or End User in respect of:

12.1.1. any breach of the Agreement however arising;

12.1.2. any use made by the Customer or End Users of the Services; and

12.1.3. any representation, statement or torteous act or omission (including negligence) arising under or in connection with the Agreement.

12.2. Except as expressly and specifically provided in the Agreement:

12.2.1. the Customer assumes sole responsibility for its use of the Services and acknowledges that use of the Services does not guarantee the Customer any improvement in its business efficiencies or other particular outcome;

12.2.2. Condatis shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Condatis by the Customer or End Users in connection with the Services or any actions taken by Condatis at the Customer's or End Users' direction;

12.2.3. 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 from the Agreement; and

12.2.4. the Services and Documentation are provided to the Customer and End Users on an "as is" basis.

12.3. Nothing in these Terms and Conditions seeks to exclude Condatis's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Condatis excludes all other liability to the extent permitted at law.

12.4. Subject to clause 12.3, in no event shall Condatis be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and Condatis's total aggregate liability arising under the Agreement or otherwise relating to the Services (other than any loss directly caused by Condatis's breach of clause 5) shall be limited to the total Fees paid during the 12-month period preceding the date on which the claim arose.

12.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. Condatis shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of Condatis or the Customer's failure to provide Condatis with adequate instructions.

12.6. The Customer shall have adequate insurance in place in relation to its potential liabilities in relation to the Agreement and shall promptly provide evidence of such when requested to do so by Condatis.

13. TERM AND TERMINATION

13.1. The Agreement shall commence on the last date of signing of this Agreement and unless terminated earlier in accordance with Clause 13.2 or 13.3, shall continue until [the end of the Initial Term and will automatically renew for the Renewal Term, and further subsequent Renewal Terms thereafter, until either party terminates on giving at least [two (2) months] prior written notice, which notice shall not take effect before the expiry of the Initial Term] [for [● [years OR months]] when the Agreement shall expire automatically, unless otherwise agreed between the parties in writing].

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

13.2.1. the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within [thirty (30) days] of that party being notified in writing of the breach; or

13.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or

13.2.3. the other party ceases, or threatens to cease, to trade.

13.3. On termination of the Agreement for any reason:

13.3.1. all rights to use the Services granted under the Agreement shall immediately terminate;

13.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

13.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;

13.3.4. [The Customer shall have 30 days from termination to retrieve Customer Data from the Platform, after which time it shall be deleted by Condatis.]

14. [DISPUTE RESOLUTION

14.1. In the event the parties are unable to resolve a dispute between them arising out of or relating to the Agreement, and except for claims for interdict or other similar relief, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place at such location agreed by the parties (or by the mediator in the event parties cannot agree). The mediation agreement referred to in the Model Procedure shall be governed by English law.

14.2. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the parties may agree in writing, the parties shall be free to seek to resolve the dispute by such other means subject always to clause 16.]

15. GENERAL

15.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

15.2. If Condatis choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.

15.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

15.4. Condatis shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; non-performance by suppliers or subcontractors; and interruption or failure of utility services.

15.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Condatis's prior written permission. Condatis may transfer its rights and obligations under the Agreement to an Affiliate by giving written notice of such transfer to the Customer.

15.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.7. All notices required or permitted under the Agreement will be in writing and delivered to the addresses set out in the Service Confirmation or such other address as the parties may intimate from time to time. Any such notice shall be deemed to have

been duly received (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, the second business day after posting, or (c) if sent by email, at the time of transmission.

15.8. The Agreement, including the Services Confirmation referencing these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between Customer and Condatis regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal Condatis may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

16. **LAW AND JURISDICTION**

16.1. This Agreement shall be governed by the laws of England and Wales. If either party requires to raise court proceedings in relation to any such dispute then the English courts shall have exclusive jurisdiction under the Agreement in relation to those proceedin

This is the Schedule referred to in the foregoing Agreement between Condatis and the Customer

SCHEDULE
DATA PROTECTION

[INSERT CATEGORIES OF DATA SUBJECTS, TYPES OF DATA, DURATION OF PROCESSING, ETC.]