

UNITY5 TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions in this Clause 1 apply in this Agreement.

Additional Services	as set out in clause 7.
Agreement	the agreement consists of these Terms and Conditions, its Schedules, and the Unity5 Order Form.
Authorised User	a natural person working for the Customer or a Client (whether an employee or contractor) whose identity has been registered as part of the Platform sign-on process.
Charge	a fine, ticket, contravention, penalty, PCN, FPN or similar charge.
Client	a client of the Customer.
Confidential Information	information that falls within any of the following categories: (a) the terms and conditions of this Agreement; (b) in respect of the Customer, the Customer Data; (c) it is marked as "confidential" (or similar); (d) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including information concerning a party's business operations, finances, plans, and affairs; (e) similar information of third parties (including affiliates) that a party maintains in confidence; (f) in respect of Unity5, the functionality, design, flows, look and feel, API specifications, API documentation, data ontologies, data schemas, object code, and source code of the Software and/or Platform; or (g) any combination of the foregoing.
Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression Change Of Control shall be construed accordingly.
Customer	the company or other organisation which has entered into this Agreement, as set out on the Order Form.

Customer Data	the Customer data uploaded onto the Platform by the Customer or on the Customer's behalf, including any modifications to such data made by Unity5 pursuant to this Agreement.
DVLA	the Driver and Vehicle Licensing Agency (an executive agency of the Department for Transport).
Documentation	the materials made available to the Customer on the Platform which set out a description of the Services and any user instructions for the Services.
Enforcement Revenue	any revenue or other fees or payment collected or received by or on behalf of the Customer or a Client in relation to any Charge issued using the Platform (but excluding any VAT element forming part of the Charge).
Effective Date	the date set out on the Order Form as the effective date.
Fee	any fee or sum payable to Unity5 pursuant to this Agreement, including the Unity5 Fees and the HybridMail Fees.
Go Live	the date on which the Customer is first given access to the Platform pursuant to this Agreement and is able to issue a Charge or a Permit.
Implementation	the specific implementation agreed by the Customer and Unity5.
Intellectual Rights	Property patents, trademarks, service marks, trade names, business names, design rights, copyright, database rights, knowhow and other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights.
Kiosk	a device which is registered on the Platform and which allows a person to pay for a parking space or other facility.
Mobile App	a mobile app provided by Unity5 for use with the Services.
Operating Personnel	any persons which the Customer or a Client has allowed, directly or indirectly to use the Platform and/or the Mobile App, including without limitation any persons appointed by a person appointed by the Customer.

Parameters	any parameters, such as the number of Authorised Users, set out on the Order Form.
Parking Regulations	all applicable laws and regulations relating to parking and the issuing of parking-related charges, together with any guidance and best practice as published by the British Parking Association and International Parking Community, all as published and amended from time to time.
Permit	a permission or authorisation granted in relation to parking, driving or any other activity, or as otherwise agreed with the Customer.
Platform	the platform on which the Unity5 software is made available to the Customer pursuant to this Agreement, together with any Mobile App.
Platform Fee	the fee payable for use of the Platform as set out in the Order Form.
HybridMail Fees	the fees set for the postal delivery of written communications to Drivers.
Services	the services selected by the Customer on the Order Form, as well as any Additional Services selected by the Customer by means of the Platform.
Software	the Unity5 software.
Standard Integration	one of the integrations set out at https://unity5.com/product/integrations-for-parking , as amended by Unity5 from time to time.
Subcontractor	a person to whom Unity5 has delegated or subcontracted part of its obligations under this Agreement.
Support Facility	a support facility available to Authorised Users to help with support issues, as further set out in Schedule 2.
Support Hours	as set out in Clause 3.1(b).
Term	the Initial Term together with the Renewal Term(s), each as defined in Clause 2.
Third-Party Service	any third-party service, connection, site, platform, application, software, or integration that interoperates with any part of the Services.
Transaction	the processing, in whole or in part, of any payment or related transaction in relation to a credit or debit card (whether physical or electronic) including confirmation

	that the payer's account has sufficient funds, the transmission of funds to the Customer or Client, and any correction of, or refund in relation to, any of the above.
Transaction Value	the sum transferred, or intended to be transferred, by means of a Transaction.
Unity5	Unity Five Limited, company number 07202010, with a registered office at Winslade House Manor Drive, Clyst St Mary, Exeter, Devon, United Kingdom, EX5 1FY.
Unity5 Fees	the fees and other charges which are set by Unity5 (and which excludes Hybrid Mail Fees).
Unity5 Materials	the Software, the Platform, the Documentation and the Services, as changed from time to time, and any derivative works, additional functionality, elements, parts, modifications or improvements thereto (but excluding the Customer Data).
Working Day	a day in the UK other than a Saturday, Sunday or public holiday in England.
ZatPark System	the part of the Platform that deals with ZatPark.

2. Term

- 2.1 This Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the initial term set out on the Order Form ("Initial Term").
- 2.2 Thereafter this Agreement shall renew automatically for successive 12-month terms (each a "Renewal Term") unless and until terminated by either party giving the other not less than 90 days' written notice to terminate (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only).

3. Platform

- 3.1 Unity5 shall, during the Term, use reasonable effort to make available to the Customer:
- (a) 7 x 24 x 365, the Platform, in accordance with the service levels set out in Schedule 1,
 - (b) 8am to 6pm on Working Days in the UK, the Support Facility in accordance with the service levels set out in Schedule 2,
- on and subject to the terms of this Agreement.

4. Client Portal

- 4.1 The Client Portal shall form part of the Platform. The Clients' use of the Platform shall be limited to the Client Portal.
- 4.2 The Client Portal is a platform that allows the Customer, at its discretion, to enable Client(s) to view, edit and add; tickets, sessions and warnings. This access is permissioned-based and can be amended by the Customer's system administrator at any time.

5. Licence

- 5.1 Unity5 hereby grants to the Customer during the Term a non-exclusive, non-transferable licence, without the right to grant sub-licences, to permit the Authorised Users to access and use the Platform subject to the Parameters and on the terms and conditions of this Agreement.
- 5.2 The Customer shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, the Software and/or the Documentation in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - (b) access all or any part of the Platform, Software, Services and/or Documentation in order to build a product or service which competes with the Platform, Software or Services;
 - (c) use the Platform, Services and/or Documentation to provide services to third parties other than Clients;
 - (d) without Unity5's prior written consent, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, Services and/or Documentation available to any third party other than Clients.
- 5.3 The rights provided under this Agreement are granted to the Customer only, and are not granted to any client, supplier, subsidiary or holding company of the Customer.

6. Customer's Management of Authorised Users

- 6.1 The Customer agrees that:
- (a) it shall be responsible for the creation and deletion of Authorised Users on the Customer's account;
 - (b) it shall ensure that Authorised Users comply with the terms of this Agreement and with any guidance or acceptable use policies published by Unity5 from time to time;
 - (c) it will not allow any Authorised User login credentials to be shared;
 - (d) it shall ensure that each Authorised User shall keep secure login credentials for his or her use of the Platform.
- 6.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform, Services and/or the Documentation and, in the event of any such unauthorised access or use, shall promptly notify Unity5.
- 6.3 The Customer shall procure that, on any person ceasing to be employee or otherwise engaged by the Customer or a Client, such person's access to the Platform shall be immediately revoked.

7. Additional Services

- 7.1 The Customer shall be entitled, in addition to the services selected on the Order Form, to add one or more additional services where such additional services are made available for selection by the Platform ("Additional Services").
- 7.2 The Fees for an Additional Service shall be the current fee for that Additional Service when it is selected and shall be payable as set out in the Order Form. Once selected, each Additional Service shall continue for the remainder of the Term.

8. Mobile App Updates

- 8.1 Where a Customer uses the Mobile App as part of the Services, the Customer shall implement any update within 30 days (or such shorter time indicated by Unity5) of Unity5's release of an update (including new versions, releases, improvements or maintenance updates).
- 8.2 The Customer's failure to implement an update may render the Services unusable, defective or not secure, and Unity5 shall have no liability to Customer that arises from Customer's failure to implement such update.

9. DVLA

- 9.1 Provided that the Customer is so authorised by the DVLA, the Platform shall (provided that access to the DVLA forms part of the Services) allow the Customer to access DVLA data via the DVLA KADOE API.
- 9.2 In using the DVLA KADOE service, and in its use of the data it obtains via DVLA KADOE service, the Customer shall comply with the terms of its contract with the DVLA, as well as all rules and guidance set by the DVLA.
- 9.3 In providing such access, Unity5 shall act as an intermediary only and makes no representations or warranties in relation to the DVLA or the DVLA KADOE Service.
- 9.4 The Customer shall indemnify Unity5 against all claims, proceedings, actions, and any damages, costs, expenses and any other liabilities (including legal fees) brought by the DVLA against Unity5 in relation to this Agreement ("Claims") where such Claims arise in relation to the Customer's breach of this Agreement or the Customer's breach of its agreement with the DVLA.

10. Customer Data and Intellectual Property Rights

- 10.1 The Customer shall own all right, title and interest in Customer Data and Unity5 hereby assigns to the Customer all existing and future Intellectual Property Rights in the Customer Data to the fullest extent permitted by law.
- 10.2 The Customer agrees that Unity5 and/or its licensors own all Intellectual Property Rights in the Unity5 Materials. Except as expressly stated in this Agreement, the Customer is not granted any rights to, under or in, the Unity5 Materials.
- 10.3 Notwithstanding Clause 10.1, Unity5 shall be entitled to create derived data in relation to Customer Data provided that such derived data is anonymised so that neither Customers, Clients, individuals nor individual cars can be identified from such derived data.
- 10.4 Unity5 shall be entitled to a) use Customer Data, and b) gather information in relation to Authorised Users' use of the Platform, Services and/or Documentation, so as to improve the design, analysis and functionality of the Platform, Services and/or Documentation.

11. Migration

- 11.1 The Services shall not include data migration onto the Platform unless such migration is expressly set out and priced on the Order Form.

12. Integrations

- 12.1 Only the Standard Integrations set out on the Order Form shall form part of the Services. Additional integrations may attract additional Fees.
- 12.2 Notwithstanding Clause 12.1, the Customer agrees that, where Unity5 makes available links to and/or integrations with Third-Party Services, Unity5 provides such links and integrations solely as a convenience for the Customer, and that Unity5 has no responsibility for:
- (a) the content, functionality, or availability of such Third-Party Services, nor for
 - (b) the accuracy or reliability of any information, data or other content made available by the Third-Party Service.
- 12.3 The Customer agrees that, if the Customer chooses to grant to a Third-Party Service access to any part of the Customer's Unity5 account, the Customer is solely responsible for that Third-Party Service having access to the Unity5 account, and for the use made by the Third Party Services of the data and information contained in that account.
- 12.4 The Customer agrees that the use of Third-Party Services is at the Customer's own risk.

13. Access and export of Customer Data

- 13.1 The Customer is entitled to access its Customer Data at any time during the Term. The Customer is entitled to export its Customer Data at any time during the Term using the self-service export tools available on the Platform.
- 13.2 Clause 13.1 is subject to Clause 18.6.

14. Loss of data

- 14.1 In the event of any loss or damage to Customer Data caused by Unity5, the Customer's sole and exclusive remedy shall be for Unity5 to use reasonable commercial endeavours to restore the lost or damaged Customer Data from Unity5's latest back-up.
- 14.2 Unity5 shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Customer or any third party (other than Unity5's Subcontractors).

15. Data protection and information security

- 15.1 Unity5 and the Customer shall each comply with the provisions of Schedule 3 (Data Protection).

- 15.2 The Customer shall ensure that the security of the systems it uses to connect with the Platform is maintained to a standard that is considered high in the industry. If Unity5, acting reasonably, considers that the systems the Customer uses to connect to the Platform, or the practices used by the Customer in relation to systems which connect with the Platform, or any external factors arising in relation to the Platform, represent a risk to the security of the Platform, to the Customer or to other customers using the Platform, it shall be entitled to suspend the Customer's access to the Platform until the security issue is satisfactorily resolved.

16. Unity5's obligations

- 16.1 Unity5 warrants that the Platform will operate substantially in accordance with the Documentation and that the Services will be provided with reasonable skill and care.
- 16.2 Unity5 does not warrant that the operation of the Platform or the provision of the Services will be free of error or fault. Where the Customer reports errors or faults to Unity5 using the Support Facility, Unity5 shall use reasonable endeavours to correct the error as set out in Schedule 2.
- 16.3 The warranty at Clause 16.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform or Services contrary to Unity5's instructions or specifications, or contrary to the Documentation.

17. Customer's obligations

- 17.1 The Customer shall provide Unity5 with:
- (a) all necessary co-operation in relation to this Agreement; and
 - (b) all necessary access to such information as may be required by Unity5 in order to provide the Services.
- 17.2 The Customer shall ensure that it, in relation to its activities pursuant to this Agreement, and its Operating Personnel, in the discharge of their duties, shall both comply with Parking Regulations, and shall indemnify Unity5 against all costs (including legal costs and expenses) and damages arising from any third-party claim that the Customer or its Operating Personnel failed to comply with Parking Regulations.
- 17.3 The Customer shall:
- (a) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Unity5 may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (b) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Unity5's data centres.

18. Fees and payment - general

- 18.1 The Customer shall pay the Fees in accordance with the terms of this Agreement. All Fees are payable within 28 days of receipt of a valid invoice. All Fees are non-cancellable and non-refundable and are shown exclusive of VAT.
- 18.2 Unity5 is entitled to pass on with immediate effect any increases received by Unity5 in relation to HybridMail Fees.
- 18.3 During the Term, Unity5 shall be entitled once every 12 months to increase the Fees by 5% or, in line with the percentage increase in the UK Consumer Price Index (All Items) in the preceding 12-month period, whichever is greater. Any such increases shall also apply to the price for each Additional Service even during a period during which an Additional Service has not been selected.
- 18.4 Unity5 shall be entitled to charge interest on all Fees paid late from the due date until payment is made, at the rate of 4% per year above Barclays Bank plc's base rate as varied from time to time (but at 4% a year for any period when that base rate is below 0%).
- 18.5 For the avoidance of doubt, neither the cancellation of a Charge nor any refunds provided by the Customer or a Client shall result in any refund or deduction from the Fees.
- 18.6 Notwithstanding Clause 13 (Access and export of Customer Data), if the Customer fails to pay any amount due under this Agreement within 15 days of the due date for payment, and Unity5 has given the Customer 30 days' written notice to remedy such failure:
 - (a) Unity5 may with immediate effect, and at its sole discretion, suspend or restrict access to the Platform, by giving written notice to the Customer, until all due Fees are paid (including any interest chargeable on overdue Fees), and/or
 - (b) Unity5 may with immediate effect, and at its sole discretion, terminate this Agreement by giving written notice to the Customer, and any payments that are due to be made under the remaining part of the Term shall become immediately due and owing to Unity5.

19. Fees and payment - ZatPark

- 19.1 The Customer shall ensure that all Enforcement Revenues received by the Customer are reflected in the ZatPark System. When using third-party agents, such as debt recovery partners, the Customer shall either:
- (a) use the available APIs to ensure that all Enforcement Revenues are updated against Charges that have been issued, or
 - (b) update the ZatPark System at least monthly using the debt recovery upload feature.
- 19.2 Where the Customer has failed to keep the ZatPark System updated in accordance with Clause 19.1, Unity5 shall be entitled (acting reasonably) to make an assumption as to the amount of unrecorded Enforcement Revenues and charge the Customer appropriately.

20. Confidentiality

- 20.1 Each party will keep confidential and not at any time disclose to any person any Confidential Information of the other, except as permitted by Clause 20.2.
- 20.2 Each party may disclose the other's Confidential Information:
- (a) to such of its respective employees, officers, representatives, Subcontractors or advisers who need to know such information for the purposes of carrying out their respective obligations under this Agreement. Each party will ensure that such employees, officers, representatives, Subcontractors or advisers comply with this Clause 20; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.3 Each party may only use the other's Confidential Information for the purpose of fulfilling its respective obligations under this Agreement.
- 20.4 Customer Data is Confidential Information of the Customer.

21. Publicity

- 21.1 The Customer agrees that Unity5 may use the Customer's name and logo in customer listings, on its website, and as part of Unity5's marketing.

22. Intellectual Property Rights indemnity

- 22.1 Unity5 shall defend and keep indemnified the Customer, its officers, directors and employees against all costs (including legal costs and expenses), damages and charges

arising from any claim that the Customer's use of the Platform, the Services and/or Documentation in accordance with this Agreement infringes the Intellectual Property Rights of a third party, provided that:

- (a) Unity5 is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to Unity5 in the defence and settlement of such claim, at Unity5's expense; and
- (c) Unity5 is given sole authority to defend or settle the claim.

23. Limitation of liability

23.1 Nothing in this Agreement excludes or limits the liability of either party for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) the relevant party's wilful misconduct;
- (d) liability pursuant to Clause 22 (Intellectual Property Rights indemnity);
- (e) liability pursuant to Clause 9.4 (DVLA) and Clause 17.2 (Parking Regulations).
- (f) liability pursuant to paragraph 4 (Lawful Basis) of Schedule 3 (Data Protection) and Clause 17.2;
- (g) the Customer's liability in respect of any Fees due under this Agreement.

23.2 Subject to Clause 23.1, neither party shall be liable for special, indirect or consequential loss.

23.3 Unity5 shall not be liable whether in tort (including for negligence and breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss or corruption of data or information.

23.4 Subject to Clauses 23.1, 23.2 and 23.3, Unity5's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited in relation to all breaches occurring in a calendar year to a total of the Fees payable in that calendar year and, in relation to this Agreement as a whole, to 100% of the largest total of Fees paid in any calendar year.

23.5 Except as expressly and specifically provided in this Agreement, 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 this Agreement.

- 23.6 Unity5 shall be solely liable to the Customer for the acts and omissions of Unity5's Subcontractors as if such acts and omissions were Unity5's own.

24. Termination

- 24.1 The Customer and Unity5 may each terminate this Agreement with immediate effect by giving written notice to the other if the other commits a material breach of this Agreement and fails to remedy that breach within 30 days of being notified in writing to do so.
- 24.2 Unity5 may with immediate effect, and at its sole discretion, terminate this Agreement, by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement within 15 days of the due date for payment (and provided that Unity5 has previously notified the Customer in writing of its failure to pay).
- 24.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other if the other takes any step or action in connection with entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

25. Consequences of termination

- 25.1 On termination or expiry of this Agreement for any reason:
- (a) all sums invoiced by Unity5 shall be immediately due and payable;
 - (b) in the event that any of the Fees are payable in instalments, all outstanding instalments shall be immediately due and payable;
 - (c) all licences granted to the Customer under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Platform, Services and the Documentation;
 - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected or prejudiced;
 - (e) provided that all sums invoiced by Unity5 have been paid, Unity5 shall allow the Customer to export Customer Data or, at the written request of the Customer, shall delete all Customer Data.

26. Change of Control

- 26.1 If during the Term there is a Change of Control in relation to the Customer s, Unity5 shall have the option to:
- (a) on 30 day's written notice, increase the pricing set out in this Agreement to the pricing set out in Unity5's then current price list, and/or
 - (b) if the Change of Control is such that the Customer is Controlled by a competitor to Unity5, terminate this Agreement on 90 days' written notice.
- 26.2 If during the Term there is a Change of Control in relation to Unity5 such that the Customer is Controlled by a competitor to the Customer, the Customer shall have the option to terminate this Agreement on 90 days' written notice.

27. Force Majeure

- 27.1 Unity5 shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, but excluding circumstances where Unity5 could have taken reasonable measures to avoid the event or circumstance.

28. No set-off

- 28.1 Except as expressly provided for in this Agreement or otherwise agreed, no party may by reason of any set-off, counterclaim, abatement, or analogous deduction withhold payment of any amount due to the other party.

29. Variation

- 29.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

30. Assignment

- 30.1 This Agreement shall not be assigned or transferred without the prior written consent of the other party. No third party shall have the benefit of or the right to enforce any term of this Agreement.

31. Waiver

- 31.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32. Rights and remedies

- 32.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

33. Severance

- 33.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 33.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 33.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. Entire agreement

- 34.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 34.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 34.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 34.4 Nothing in this Clause 34 shall limit or exclude any liability for fraud.

35. No partnership or agency

- 35.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

36. Third-party rights

- 36.1 This Agreement does not confer any rights on any person or party other than the parties to this Agreement (and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

37. Notices

- 37.1 Any notice required to be given under this Agreement shall either be, if by email to Unity5 sent to legal@unity5.com, or if in writing to a party, delivered by hand or sent by pre-paid first-class post or recorded-delivery post to the party at its address set out in this Agreement (with a copy to the Legal Department), or such other address as may have been notified by that party for such purposes.
- 37.2 A notice by email shall be deemed to have been received at 9am on the first Working Day after received. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Working Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded-delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

38. Governing law

- 38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

39. Jurisdiction

- 39.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).