

OXYGEN FINANCE SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use our Services as specified in the Order. Please read these Terms and Conditions carefully and ensure that you understand them. By signing the relevant Order for the purchase of a subscription to use the Services, you agree to be bound by these Terms and Conditions.

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**Interpretation**

The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

**Agreement:** the agreement between Oxygen and Customer for the supply of the Services in accordance with these Terms and Conditions and relevant Order.

**Agreement Effective Date:** the date specified in the Order.

**Affiliate:** at any relevant time, in relation to any undertaking, a group undertaking of that undertaking.

**Authorised Users:** those employees, agents and independent contractors of Customer (or an Affiliate if usage by an Affiliate is specified in the Order) who are authorised by Customer to use the Services.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Laws.

**Confidential Information:** information that is proprietary or confidential and is either identified as such or which, given its nature, would reasonably be considered to be confidential having regard to all the circumstances of the disclosure or identified as Confidential Information in clause 9.7 or clause 9.8.

**Customer:** customer named in the Order.

**Customer Data:** the data (if any) inputted by Customer or Authorised Users for the purpose of using the Services or facilitating Customer's use of the Services.

**Data Processing Policy:** Oxygen's data processing policy applicable to the relevant Services as issued and updated by Oxygen from time to time at <https://www.oxygen-finance.com/data-processing-policy/>.

**Data Protection Laws:** the UK Data Protection Laws and (to the extent applicable) any other European Union laws relating to personal data and privacy.

**Fair Use Policy:** Oxygen's fair usage policy applicable to the relevant Services as issued and updated by Oxygen from time to time at <https://www.oxygen-finance.com/fair-use-policy/>.

**Fees:** the subscription fees payable by Customer to Oxygen for the User Subscriptions, as set out in the Order.

**Initial Term:** the initial subscription term specified in the Order.

**Login:** the unique and distinctive "log-in" identifier selected by Oxygen that is used in conjunction with an Oxygen or Authorised User-selected password (**Password**) that enables authorised access to the Services.

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

**Order:** an order form, online acceptance process or other order or confirmation document(s) issued or made available by Oxygen setting out details of Customer, Services, Fees, Subscription Term, the edition of these Terms and Conditions which apply to the Agreement and other relevant provisions (including number of Authorised Users and contact details) as agreed between the parties duly signed by Customer and/or signed or agreed by Oxygen, incorporating or referencing these Terms and Conditions.

**Oxygen:** Oxygen Finance Limited, a company registered in England under number 05288899, whose registered office is at 1st Floor Enterprise House, 115 Edmund Street, Birmingham, England, B3 2HJ.

**Oxygen Data:** proprietary content, information and/or data made available by Oxygen as part of the Services.

**Privacy Policy:** Oxygen's privacy policy as issued and updated by Oxygen from time to time at <https://www.oxygen-finance.com/privacy-policy/>.

**Renewal Term:** the renewal subscription term specified in the Order.

**Services:** the online information subscription services made available by Oxygen to Customer under the Agreement consisting of Oxygen Data, Software, online delivery platforms, databases, and user documentation, including the services known as Insights, Pipeline Manager and BidStats.

**Software:** any relevant online software application provided by Oxygen as part of the Services.

**Subscription Term:** the Initial Term and the Renewal Terms.

**Terms and Conditions:** the terms and conditions set out in this document, being the January 2025 Edition.

**UK Data Protection Legislation:** all applicable data protection and privacy laws in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018.

**User Subscriptions:** the named user subscriptions purchased by Customer which entitle Authorised Users to access and use the Services in accordance with the Agreement.

**Virus:** virus, malware, vulnerability or any similar things or devices.

**Website Terms of Use:** Oxygen's website terms and conditions of use as issued and updated by Oxygen from time to time at <https://www.oxygen-finance.com/terms-and-conditions/>.
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- Customer shall not (without the prior written consent of Oxygen):
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- (h)
- Customer shall use all reasonable commercial endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Oxygen.
- The restrictions in clauses 2.8(c) and 2.8(d) shall include, without limitation, a prohibition on the use of the Oxygen Data and/or Services to generate any statistical information, publication of the Oxygen Data in the news media, use of the Oxygen Data for comparison to other information databases or use of the Oxygen Data in legal proceedings.
- Customer shall ensure the Services and Oxygen Data are used in accordance with the Fair Use Policy and will not use or permit any use of the Services and/or Oxygen Data in contravention of the Fair Use Policy. Any breach of the Fair Use Policy shall constitute a material breach of the Agreement.
- The rights provided under this clause 2 are granted to Customer only, and shall not be considered granted to any Affiliate of Customer unless otherwise specified in the Order. If permitted, Customer must ensure that any such Affiliate complies with the Agreement as if it were a party to the Agreement and Customer shall be responsible for all breaches caused by such Affiliate.
- Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order. If such additional User Subscriptions are purchased by Customer part way through a month, such fees shall be pro-rated from the date of activation by Oxygen for the remainder of that month.
- Services**
- Oxygen shall, during the Subscription Term, provide the Services to Customer on and subject to the terms of the Agreement.
- Subject to clause 3.5 and clause 3.6, Oxygen shall use commercially reasonable endeavours to make the Services available during Normal Business Hours except for any unscheduled urgent maintenance. Oxygen does not warrant that use of the Services will be uninterrupted or error-free.
- Customer is permitted to access or use the Services outside Normal Business Hours, but such access or use cannot be guaranteed, and no support is provided by Oxygen outside Normal Business Hours.
- Oxygen will, as part of the Services and at no additional cost to Customer, provide Customer with Oxygen's standard customer support services during Normal Business Hours.
- In the event of any breach of the Agreement by Customer, and without prejudice to any other rights and remedies of Oxygen, Oxygen may, without liability to Customer, disable and suspend Customer's access to and use of all or part of the Services. Oxygen shall use commercially reasonable endeavours to provide Customer with 5 Business Days' notice of such suspension.
- Oxygen reserves the right to suspend the Services without further notice where Oxygen considers such suspension is reasonably necessary (for example where there is a security incident or cyber-attack). Oxygen shall act reasonably and in good faith when exercising its right of suspension and Oxygen will use all commercially reasonable endeavours to give Customer as much notice of the suspension as is practicable, the reasons for the suspension and the likely period of suspension.
- Suspension of Services shall not affect Customer's liability to pay any Fees unless the suspension is due to Oxygen's continuing unremedied default or breach.
- Subject to clause 3.9 and 3.10, Oxygen warrants that the Services will:
- (a)
- (b)

- Notwithstanding the foregoing, Oxygen:
- (i) does not warrant that Customer's use of the Services will be uninterrupted or error-free; or that the Services or Oxygen Data by Customer through the Services will meet Customer's requirements;
  - (ii) 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 Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.9 Except as expressly provided in clauses 3.4 and 3.8, the Services and Oxygen Data is licensed "as is" and without support.
- 3.10 Some of the information comprised in the Oxygen Data and made available by the Services is the product of extensive research work and may be protected by copyright laws. The authors of such information are drawn from a wide range of professional and academic disciplines. The facts within this Service are believed to be correct at the time of publication but cannot be guaranteed. All such information has been reasonably verified to the author's and Oxygen's ability, but neither accept responsibility for loss arising from decisions based on such information.
- 3.11 Oxygen warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 3.12 The warranty at clause 3.8 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Oxygen's instructions, or modification or alteration of the Services by any party other than Oxygen or Oxygen's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Oxygen will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Customer's sole and exclusive remedy for any breach of the warranty set out in clause 3.8.
- 3.13 The Agreement shall not prevent Oxygen 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.
- 3.14 Oxygen shall use commercially reasonable endeavours (including effecting and maintaining industry and up-to-date standard virus checking solutions) to ensure that software relating to the Services and related systems are protected from, and remains free from, any Virus.
- 4. Customer Data**
- 4.1 Customer shall own all right, title and interest in and to all of Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.2 Oxygen shall follow its back up and archiving procedures for Customer Data, as applicable. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy against Oxygen shall be for Oxygen to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back up of such Customer Data maintained by Oxygen in accordance with its back up and archiving procedures. Oxygen shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 4.3 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Law.
- 4.4 Both parties acting as data controllers, will collect and process the personal data (limited to business contact details) of their representatives, employees and contractors for the sole purpose of the management of the contractual relationship defined under the Agreement and in this regard, the parties commit to comply with applicable Data Protection Laws. Such personal data shall not be processed for any other purposes and, in particular, shall not be used for marketing purposes unless expressly permitted by the other party PROVIDED THAT Oxygen may collect and process such personal data in accordance with in the Oxygen Privacy Policy and share such personal data to partners of Oxygen who supply products or services which Oxygen considers may be of interest to Customer (subject to the data subjects' right to opt out of such sharing). In the event of a personal data breach, the party that has suffered the breach shall inform the other party without undue delay and provide that other party with such information as that other party may reasonably require.
- 4.5 It is not intended that either party will process personal data on behalf of the other party as processor for the purposes of the Agreement. To the extent that Oxygen processes personal data on behalf of Customer, the parties acknowledge that the Data Processing Policy shall apply. Any breach of the Data Processing Policy shall constitute a material breach of the Agreement.
- 5. Third-party providers**
- Customer acknowledges that the Services may enable or assist it to access the website content of third parties via third-party websites and that it does so solely at its own risk. Oxygen makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party. Any contract entered into, and any transaction completed via any third-party website, is between Customer and the relevant third party, and not Oxygen. Oxygen recommends that Customer refers to the third-party's website terms and conditions and privacy policy prior to using the relevant third-party website. Oxygen does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 6. Customer's obligations**
- Customer shall:
- (a) provide Oxygen with:
    - (i) all necessary co-operation in relation to the Agreement; and
    - (ii) all necessary access to such information and personnel as may be required by Oxygen;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
  - (b) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the parties, Oxygen may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - (c) ensure that the Authorised Users use the Services and in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement;
  - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Oxygen, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services;
  - (e) be solely responsible for (i) procuring, maintaining and securing its network connections and telecommunications links (and any other systems and services required to access the Services) from its systems to Oxygen's data centres and the Services, and any charges associated therewith; and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the Internet.

- (f) Customer shall use commercially reasonable endeavours (including effecting and maintaining industry and up-to-date standard virus checking solutions) to ensure that: (i) its network and systems used to access the Service are protected from, and remains free from, any Virus; and Customer or any Authorised User does not introduce or permit the introduction of, any Virus or vulnerability into Oxygen's network and information systems.
- 7. Charges and payment**
- 7.1 Customer shall pay the Fees to Oxygen for the User Subscriptions in accordance with this clause 7 and the Order.
- 7.2 Customer shall on or prior to the Agreement Effective Date provide to Oxygen valid, up-to-date and complete approved purchase order information (including bank or credit card details) acceptable to Oxygen and any other relevant valid, up-to-date and complete contact and billing details and, unless otherwise specified in the Order:
- (a) Oxygen shall invoice Customer from the Agreement Effective Date for the Fees payable in respect of the Initial Term and each Renewal Term (or for such other period as may be specified in the Order), in advance, and shall invoice for the Fees for additional User Subscriptions purchased during the Subscription Term from the date of activation for the remainder of the Initial Term and each Renewal Term (or for such other period as may be specified in the Order) (as the case may be), in advance;
  - (b) Customer shall pay each invoice within 30 days after the date of receipt of such invoice.
- 7.3 If Oxygen has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of Oxygen:
- (a) Oxygen may, without liability to Customer, disable and suspend Customer's access to all or part of the Services and Oxygen shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid;
  - (b) Customer shall be responsible for all reasonable costs and reasonable legal fees incurred by Oxygen to collect any overdue amount of the Fees; and/or
  - (c) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of Oxygen's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 All amounts and fees stated or referred to in the Agreement:
- (a) shall be payable in the currency specified in the Order;
  - (b) are non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, which shall be added to Oxygen's invoice(s) at the appropriate rate.
- 7.5 Oxygen shall be entitled to increase the Fees, (including the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 2.13), at the start of each calendar year upon 30 days' prior notice to Customer (which may take the form of notice via Oxygen's website) and the Agreement shall be deemed to have been amended accordingly.
- 7.6 Should Customer require additional Services from those outlined in Order, the Fees will be subject to change. A service upgrade can be added at any point, if occurring during the continuance of the Initial Term and/or any Renewal Term, Oxygen will invoice Customer the relevant pro-rata fee in respect of such service fee and such fee shall be payable within thirty (30) days following the date of receipt of the invoice.
- 7.7 If Oxygen terminates the Agreement or suspends Customer's account for material breach of Agreement, Oxygen will not refund any amounts that Customer has previously paid. Further, Customer shall remain liable for any amounts owed to Oxygen pursuant to the then-current Initial or Renewal Term.
- 8. Proprietary rights and Oxygen Data**
- 8.1 Customer acknowledges and agrees that Oxygen, its licensors and/or suppliers own all intellectual property rights in the Services and the Oxygen Data. Except as expressly stated herein, the Agreement does not grant Customer any rights to, under or in, any intellectual property rights, or any other rights or licences in respect of the Services or Oxygen Data.
- 8.2 Oxygen confirms that it has all the rights in relation to the Services and the Oxygen Data that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- 9. Confidentiality**
- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. 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 without restriction;
  - (c) is lawfully disclosed to the receiving party by a third party without restriction; or
  - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2 Subject to clause 9.4 and clause 9.5, each party shall hold the other's Confidential Information in confidence and 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 the Agreement and performance of their obligations or exercise of their rights under the Agreement.
- 9.3 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 the Agreement.
- 9.4 Each party may disclose the other party's Confidential Information to its employees, officers, representatives, contractors, sub-contractors or advisers ("**Representatives**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that Representatives to whom it discloses the other party's Confidential Information comply with this clause 9 and shall be responsible for such Representatives' compliance with the confidentiality obligations set out in this clause; and
- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.6 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.7 Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Oxygen's Confidential Information.
- 9.8 Oxygen acknowledges that Customer Data is the Confidential Information of Customer.
- 9.9 No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 9.10 The above provisions of this clause 9 shall survive termination of the Agreement, however arising.

10. Indemnity

- 10.1 Oxygen shall defend Customer against any claim that the Services infringes any copyright, trademark, database right or right of confidentiality or other intellectual property right, and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such claims, provided that:

(a) Oxygen is given prompt notice of any such claim;

(b) Customer provides reasonable co-operation to Oxygen in the defence and settlement of such claim, at Oxygen's expense; and

(c) Oxygen is given sole authority to defend or settle the claim provided that Customer shall be entitled to participate in its own defence at Customer's expense.
- 10.2 In the defence or settlement of any claim, Oxygen may procure the right for 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, to refund or credit Customer the pro-rata portion of Fees paid representing the unused portion of the current subscription and terminate the Agreement without any additional liability or obligation to pay damages or other additional costs to Customer other than as stated in clause 10.1.
- 10.3 In no event shall Oxygen, its employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Oxygen Data by anyone other than Oxygen; or

(b) Customer's use of the Services or Oxygen Data in a manner contrary to the instructions given to Customer by Oxygen or as contemplated by the Agreement; or

(c) Customer's use of the Services or Oxygen Data after notice of the alleged or actual infringement from Oxygen or any appropriate authority.

11. Limitation of liability

- 11.1 Except as expressly and specifically provided in the Agreement:

(a) Customer assumes sole responsibility for results obtained from the use of the Services by Customer, and for conclusions drawn from such use. Oxygen shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Oxygen by Customer in connection with the Services, or any actions taken by Oxygen at Customer'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 from the Agreement; and

(c) the Services are provided to Customer on an "as is" basis.
- 11.2 Nothing in the Agreement excludes or limits Customer's payment obligations under the Agreement or the liability of either party:

(a) for death or personal injury caused by that party's negligence;

(b) for fraud or fraudulent misrepresentation;

(c) infringement of the other party's intellectual property rights or any breach of the licenses granted by the other party under the Agreement; or

(d) any liability which cannot be limited or excluded by law.
- 11.3 Subject to clause 11.2 and save as expressly set out in the Agreement, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement or the Services provided hereunder even if that party has been advised of the possibility of such damages or losses.
- 11.4 Subject to clause 11.2, clause 11.3 and clause 11.5, either party'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 the Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.
- 11.5 Oxygen's total aggregate liability under clause 10.1 shall be limited to £1,000,000.

12. Term and termination

- 12.1 The Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Agreement Effective Date and shall continue for the Initial Term and shall automatically renew at the end of the Initial Term for consecutive Renewal Terms.
- 12.2 Unless otherwise provided in the applicable Order, either party may terminate the Agreement by giving prior written notice of termination to the other party at least 30 days before the end of the Initial Term or applicable Renewal Term (as the case may be), in which case the Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term.
- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any other term of the Agreement (including failure to pay amounts due under the Agreement) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

(b) the other party suffers an insolvency related event or is subject to any insolvency related process.
- 12.4 On termination or expiry of the Agreement for any reason:

(a) all licences granted under the Agreement shall immediately terminate and Customer shall immediately cease all use of the Services and/or the Oxygen Data;

(b) Oxygen may destroy or otherwise dispose of any of Customer Data in its possession, unless Oxygen receives, no later than ten days after the effective date of the termination or expiry of the Agreement, a written request for the delivery to Customer of the then most recent back up of Customer Data. Oxygen shall use reasonable commercial endeavours to deliver the back up to Customer within 30 days of its receipt of such a written request, provided that Customer has at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Oxygen in returning or disposing of Customer Data;

(c) Customer shall use commercially reasonable endeavours to ensure all Oxygen Data be deleted or removed from Customer's storage both online or physical and Customer shall promptly delete or destroy any Oxygen Data received from Oxygen or accessed through the Services and, upon request, provide with certification thereof. This requirement shall not apply to copies of the Oxygen Data maintained strictly for archival purposes;

(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 the agreement which existed at or before the date of termination shall not be affected or prejudiced; and

(e) such termination or expiry shall not affect the coming into force or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into, or continue in force, on or after such termination.

13. Corporate governance

- 13.1 During the terms of the Agreement and for a period of one year afterwards, Oxygen shall maintain in force insurance policies with reputable insurance companies, against all material risks that would normally be insured against by a prudent businessperson in connection with

the risks associated with the Agreement, and produce to Customer on reasonable request particulars of that insurance.

- 13.2 Each party shall during the term of the Agreement comply with all applicable laws (including anti-bribery and anti-corruption and anti-slavery and human trafficking laws) with respect to its respective activities under the Agreement.

14. General

- 14.1 **Force Majeure.** Oxygen shall have no liability to 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.
- 14.2 **Conflict.** If there is an inconsistency between any of the provisions in the main body of these Terms and Conditions and the Order, the provisions in the Order shall prevail.
- 14.3 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives), save Oxygen can make variations to the Fair Use Policy, Website Terms of Use, Privacy Policy and/or Data Processing Policy from time to time.
- 14.4 **Rights and remedies.** Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.5 **Severance.** If any provision or part-provision of the 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 the Agreement.
- 14.6 **Third-party rights.** 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) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.7 **Assignment.** Neither party shall assign the Agreement without the other's written consent, such consent not to be unreasonably withheld.
- 14.8 **No partnership or agency.** Nothing in the 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).
- 14.9 **Notices.** Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by next working day delivery service to the other party at its address set out in the Order, or such other address as may have been notified by that party for such purposes, or sent by email to the email address set out in the Order (or other email address of the contact of that party at the relevant time) or such other email address as may have been notified by that party for such purposes.
- 14.10 **Publicity.** Customer permits Oxygen to use Customer's name and/or logo for promotional purposes including but not limited to Oxygen's website, press releases, newsletters.
- 14.11 **Entire agreement.** (a) the 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; (b) each party acknowledges that in entering into the 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 the Agreement; (c) each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement; and (d) Nothing in this clause shall limit or exclude any liability for fraud.
- 14.12 **Governing law.** The Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. **Jurisdiction.** 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 the Agreement.