

Terms of Service

1. Definitions

"Acceptable Use Policy"	Our policy, available at www.pmgchosting.com which sets out the requirements which you need to meet in relation to the acceptable use of the Services;
"Access Details"	Your login names, passwords and other confidential information relating to your access to the Services;
"Additional Costs"	The additional costs set out in the Service Order Form;
"Additional Services"	Any services which PMGC agrees in writing to provide but which may not be included in the Service Order Form;
"Annual Fee(s)"	The annual fees payable for the Services, as set out in the Service Order Form. Fees will be charged in advance and will be Annual, 6-Monthly, Quarterly or Monthly;
"Authorised User(s)"	The individual(s) authorised by you to use the Services, as specified on the 'My PMGC' customer portal on our Website;
"Commencement Date"	The date on which this Agreement takes effect, as specified in the Service Order Form;
"Equipment"	Any equipment owned or licensed by you and located within the Property (excluding any equipment owned or licensed by PMGC);
"Fees"	All and any fees payable in accordance with the terms of this Agreement, including the Annual Fee, the Set-Up Fee, Installation Fee and any Additional Costs incurred in the Services;
"Initial Term"	The initial term of the Agreement, if any, specified in the Service Order Form, during which time you may not terminate the Agreement other than for fault in accordance with clause 13 below;
"Installation Fee"	The initial installation charge as outlined in the Service Order Form;
"Privacy Policy"	Our policy, available at www.pmgchosting.com which sets out the principles and processes which relate to our processing of personal data;
"Product(s)"	Any products, software or other proprietary technology owned by PMGC or any third party and which is licensed or otherwise provided for use in relation to the Services;
"Property"	3 rd Floor, 5-6 Argyll Street, London, W1F 7TE and any other PMGC sites;
"Services"	The services which PMGC shall provide as specified in the Service Order Form and any Additional Services we agree in writing to provide;
"Service Credits"	The credits set out in the Service Level Agreement which are payable in respect of any failures to meet the Services Levels; such credits being your sole and exclusive remedy in relation to such failures;
"Service Levels"	The service levels set out in the Service Level Agreement;
"Service Level Agreement"	The service level agreement accompanying this Agreement which sets out the level of Services which will be provided and the Service Credits payable for failures to achieve those Service Levels;
"Service Order Form"	The signed order form specifying the Services to be provided, which accompanies these terms of service;
"Term"	The term of this Agreement, as described in the Service Order Form;

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“Website”	Our website at www.pmgchosting.com ;
“Working Day”	Working Day means Monday to Friday excluding bank or public holidays in England;
“Your Representative(s)”	The person(s), nominated by you via the ‘My PMGC’ customer portal on our Website, who shall have the authority to contractually bind you on all matters relating to this Agreement.

2. Commencement & Term

- 2.1. These terms of service together with the (a) Service Order Form, (b) Service Level Agreement, (c) Acceptable Use Policy, and (d) Privacy Policy, (which documents are hereby incorporated by reference) comprise the agreement between you and PMGC Managed Hosting Limited (company number 08217457) whose registered address is at 3rd Floor, 5-6 Argyll Street, London, W1F 7TE (“PMGC”, “we”, “us”, “our”), relating to the provision of the Services (together, the “Agreement”).
- 2.2. The Agreement shall commence on the Commencement Date and shall continue for the Term. Where an Initial Term is specified, you may only terminate the Agreement during the Initial Term pursuant to clause 13. If not terminated during the Initial Term, the Agreement shall continue thereafter in accordance with these terms of service and any other terms, if any, as set out in the Service Order Form. Following the Initial Term, you may terminate this Agreement by providing the notice set out in the Service Order Form.
- 2.3. The Agreement becomes effective and legally binding when you (a) sign the Service Order Form, (b) accept the Service Order Form as part of PMGC’s online ordering process, or (c) otherwise accept these terms; acceptance being deemed if you receive or continue to receive the Services following presentation of these terms or any amendment or variation to these terms.

3. PMGC’s Obligations & Rights

- 3.1. We warrant that we will provide the Services to you with reasonable care and skill and in accordance with the terms of the Agreement in all material respects.
- 3.2. We will use all reasonable endeavours to meet any performance dates agreed in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you of any such changes.

4. Your Rights & Obligations

- 4.1. You represent that you are authorised and/or legally entitled to enter into this Agreement and that in doing so you will not breach any law or any obligation to any third party. If you are an individual, you represent and confirm that you are at least 18 years of age.
- 4.2. You agree, on your own behalf and on behalf of the Authorised User(s) and (where applicable) on behalf any other employees, agents and any other persons using the Services with your authority or via use of your Access Details that you will:
 - 4.2.1. provide us with all co-operation and assistance reasonably required in relation to the provision of the Services and the investigation of any interruptions, faults or outages or any associated security issues, including ensuring the assistance of your personnel;
 - 4.2.2. provide us with all data and other information reasonably required in relation to this Agreement, including security access information and software interfaces to any relevant business applications, and take all reasonable steps to ensure that all information provided is true, accurate, complete and not misleading in any material respect;

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- 4.2.3. comply with all applicable laws and regulations with respect to your activities under this Agreement and ensure that your use of the Services and/or any software or content used in relation to the Services does not infringe any third party rights (including intellectual property rights);
 - 4.2.4. carry out your responsibilities under this Agreement in a timely and efficient manner and notify us immediately upon becoming aware of any breaches or suspected breaches of this Agreement;
 - 4.2.5. appoint Your Representative(s) and keep up to date all information on the 'My PMGC' portal on our Website (including your Authorised User(s), billing and contact details, escalation procedures and other information).
- 4.3. You acknowledge that our ability to provide the Services depends on you satisfactorily complying with your obligations stated in the Agreement and that should you fail to perform any such obligations then we will not be liable in any way for any delay, loss or damage, cost increase or other consequences arising from such failure or from our reliance on, or actions based upon, information or materials provided by you.
 - 4.4. In the event of any delays in your provision of assistance or information, we may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.
- 5. Equipment & Access (Co-Location Customers Only)**
- 5.1. Where your Equipment is located within the Property, you and your authorised employees, representatives or agents will be entitled to enter the Property to access the Equipment for the purposes of assessing, inspecting, installing, repairing and/or maintaining the Equipment, provided you comply with the requirements set out below. For the avoidance of doubt, you have no right of access in relation to any equipment owned by PMGC or any third party.
 - 5.2. You agree to provide us with as much written notice (including by fax or e-mail if required) as is reasonably possible when any such access is required, which shall not be less than 24 hours in advance of the required access time unless we consider that circumstances justify more immediate access. The notice must provide full details of the person(s) requiring access, including photographic identification, and the date and time when access is required. You accept that you do not have an immediate right of access to the Equipment.
 - 5.3. PMGC reserves the right (on reasonable grounds) to refuse any person entry to the Property and/or to request any person to leave the Property at any time. PMGC will not be responsible for the consequences of any refusal or delay by PMGC to permit entry or of any request by PMGC for a person to leave the Property where such decision has been made on reasonable grounds.
 - 5.4. Access to the Equipment is conditional upon you or any persons accessing the Equipment on your behalf (a) being accompanied by an agent of PMGC, if required (b) complying with all access terms and conditions applicable to the Property, including all health and safety requirements to the extent that such terms and conditions and requirements have been notified to you, and (c) not interfering with any other equipment or material in the Property.
 - 5.5. You agree to provide us with written notice of not less than 24 hours prior to replacing, modifying or altering the Equipment, or connecting or disconnecting the Equipment to or from any other equipment unless we consider that circumstances justify a shorter notice period. You shall ensure that the Equipment is clearly marked and identified as belonging to you at all times.
 - 5.6. We shall be entitled, upon not less than one (1) months written notice, to move your Equipment to a different location within the Property or to a location in any other PMGC property. We shall bear the cost and expenses incurred by us in moving and installing the Equipment.
 - 5.7. You agree to ensure that the Equipment is safe and conforms at all times with all applicable laws and regulations, including PAT testing, compliance with health and safety standards and any reasonable environmental and operating requirements specified by PMGC.

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5.8. You will insure the Equipment against all risks (including, but not limited to, fire, theft and flood) and will obtain such other insurance cover (including for consequential loss and loss of profits cover) as may be required by law and/or appropriate to the value and use of the Equipment. You will, as a minimum, obtain public liability insurance cover to a limit of not less than £10 million. You agree to provide copies of the relevant insurance certificates to us upon request.

6. Products

6.1. At your request and subject to you entering into any relevant standard contracts or agreeing relevant terms, we may provide you with certain Products. You agree that all use of such Products will be in strict accordance with the applicable terms of use (including any restrictions therein) and that you will not do or permit to be done anything which may breach the terms of use or comprise a misuse of the Products. All usage shall be at your sole risk. You are responsible for assessing the appropriateness and suitability of the Products and we provide no warranty or representations in relation thereto.

6.2. Without prejudice to the generality of clause 6.1, you agree to respect the ownership of the Products and not to infringe the related rights, including intellectual property rights. You may not reverse engineer, decompile or disassemble any software comprised in the Products save to the extent you are permitted to do so under law or under the terms of any licence or relevant contract.

6.3. You shall ensure that you are legally entitled to use any software operated by you in relation to the Services or on the Equipment and on our request you will certify that you comply with the requirements of this clause and will if required provide us with copies of the relevant licences or other contracts and such other information as we may reasonably require in order to establish such compliance.

6.4. Assignment of IP space is valid as long as the criteria for the original assignment are met and only for the duration of the service agreement between yourself and us. We have the right to reassign the address space to another user upon termination of this agreement or an agreed period thereafter. This means that you will have to re-configure the addresses of all equipment using this IP space if you continue to require global uniqueness of those addresses.

7. Security & Use

7.1. You will ensure that reasonable security processes are followed regarding your use of the Services, which shall as a minimum ensure compliance with the terms of the Acceptable Use Policy. If you operate as a reseller, you will ensure that you impose customer terms which reflect the security and other relevant requirements of this Agreement.

7.2. You undertake that during the performance of the Services you shall not, and shall not permit others, to

7.2.1. carry out any act which will, or is likely to, interfere with or compromise the security or proper functioning of the Services, including without limitation any attempt to probe or test the vulnerability of any PMGC system or any network connected to or accessible through PMGC systems;

7.2.2. permit any equipment owned, leased, maintained or controlled by you to interfere with or impair the provision of any Service(s), unlawfully interfere with or impair the transmission or privacy or any data or communication transmitted via PMGC systems or otherwise create, cause or contribute to the creation or causing of a hazard.

7.3. You undertake that during the performance of the Services you shall take all reasonable steps to prevent any access to, or use of, PMGC systems or Services without your permission, including ensuring that your Access Details are kept confidential and available only to the Authorised User(s).

8. Fees and Payment

8.1. You agree to pay the Fees. Unless otherwise stated in the Service Order Form, the Annual Fee is payable quarterly in advance, the first such payment being due and payable on the Commencement Date and then quarterly thereafter during the term of the Agreement. The Installation and any Set-Up Fee is also payable on the Commencement Date.

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- 8.2. Any Additional Costs which are incurred in relation to the Services are payable in advance of the provision of the Additional Services to which they relate.
- 8.3. We may increase the Annual Fee on or around each anniversary of the Commencement Date by providing you with one month's written notice. We may increase all other Fees at any time during the Term but no more frequently than once a year.
- 8.4. All payment of undisputed Fees must be made in full (and without deduction) in cleared funds by the agreed payment dates. In the event that you fail to pay any amount on the due date, we shall be entitled (without prejudice to any other rights and remedies) to (a) suspend the Services, (b) charge interest on the overdue amount at the rate of 6% above the base rate of LIBOR until payment is received in full, (c) require the immediate payment of the full outstanding balance of the Fees, and/or (d) (if applicable) take a lien over your Equipment. All payments under this Agreement shall be made in full and without any set-off, withholding or other deduction.
- 8.5. Any dispute relating to Fees must be raised within 10 days of receipt of our invoice, failing which the invoice shall be deemed accepted and any right of dispute waived. Any undisputed portion of an invoice must be paid in accordance with the terms of this clause 8.
- 8.6. We may, in our discretion, require you at any time prior to or during the term of this Agreement to pay a deposit, make payment on account or provide a form of guarantee as security for the payment of amounts under this Agreement.

9. Suspension of Services and Maintenance

- 9.1. Without prejudice to any other right, power or remedy available to us and without liability, PMGC reserves the right to limit or suspend the Services and/or disconnect the Equipment:
 - 9.1.1. if we consider it reasonably necessary to protect your or our interests, or the interests of any third party (including our customers) and/or to protect the security or operation of PMGC's systems or network or those of our customers;
 - 9.1.2. if you breach any of the terms of this Agreement (including the Acceptable Use Policy) or if we reasonably believe you have so breached or are about to breach;
 - 9.1.3. if you fail to pay any Fees when due;
 - 9.1.4. if you fail to cooperate with us regarding any suspected or actual breach of the terms of this Agreement; or
 - 9.1.5. if required to do so by law or further to a request from any regulatory or governmental authority.
- 9.2. We may also temporarily suspend all or any part of the Services for the purpose of repair, maintenance or improvement of any systems. We shall use all reasonable endeavours to keep any such suspensions to a minimum and to carry out such works outside normal working hours wherever possible.
- 9.3. Wherever practicable, we shall provide notice of 7 working days of any suspension of Services (save where circumstances reasonably require a shorter notice period) and will restore the Services as soon as reasonably practicable following the remedy of the reasons for suspension. In the event that the suspension arises owing to any defect or compromise relating to your Equipment or other systems, the Services will not be restored and/or Equipment reconnected until the default is rectified to our reasonable satisfaction.
- 9.4. PMGC shall not be liable for any suspension of the Services and/or disconnection of the Equipment under the above circumstances and you shall not be entitled to any setoff, discount, refund or other credit as a result of such suspension and/or disconnection and you agree that any such downtime will be exempt from measurement under the Service Level Agreement.

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10. Service Exclusions

- 10.1. You recognise and accept that the internet carries inherent risks and that we cannot promise that the Services will be uninterrupted, error-free or immune from security risks. You accept that internet servers, equipment and telecommunications links are susceptible to crashes, downtime and security issues from time to time. We will use all reasonable endeavours to maintain a continuous and uninterrupted link with the internet but we cannot provide any warranty in that respect.
- 10.2. We are not responsible for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from our failure to meet our reasonable security obligations. All other use of the Services shall be your responsibility, even if such use was not authorised by you.
- 10.3. Unless backup arrangements are specifically comprised in the Services, PMGC is not responsible for maintaining working backup copies of any of your data, including any data stored on any equipment located at the Property or any data which you process or store relating to the Services. You agree to take regular backups to protect against data loss, corruption or other damage. PMGC's liability in relation to any data loss or corruption will be limited to that resulting from our failure to comply with any contractual commitments given regarding data backup and we do not otherwise accept responsibility for data loss or damage of any kind.

11. Indemnity

- 11.1. You agree to defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services and/or your breach or non-compliance with the terms of this Agreement, including any claims relating to infringement of third party intellectual property rights or other third party losses relating to your use of the Services.
- 11.2. If we become aware of any claim relating to the aforementioned indemnity, we shall give you prompt notice of any the claim and provide you (at your cost) with reasonable co-operation in the defence and settlement of the claim. You shall have the sole authority to defend or settle the claim, save that you will obtain the prior written consent of PMGC before settling any claim where it may have any implication, financial or otherwise, for PMGC.

12. Limitation

- 12.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, officers, agents and sub-contractors) to you in respect of (a) any breach of this Agreement; (b) any use made by you of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2. 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. If you are a consumer, we specifically do not exclude any implied warranties or other rights which may not be excluded under applicable law. You agree that your sole and exclusive remedy for any breaches of this Agreement or any liability relating to the Services shall be against PMGC and you expressly waive any rights against any agents, suppliers or other intermediaries involved in the Services, including any agent or other party which introduces or recommends the Services to you.
- 12.3. Nothing in this Agreement excludes liability (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation, or (c) which we may not exclude under applicable law.
- 12.4. You agree and accept that the Service Credits are your full and exclusive right and remedy, and our only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability, including any failure to provide Services in accordance with the Service Level Agreement.

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12.5. Subject to clauses 12.3 and 12.4:

12.5.1. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and

12.5.2. Our 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 to the greater of the Annual Fees or the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

13. Termination

13.1. Without prejudice to any other rights we may have, including any rights set out in this Agreement, we may terminate this Agreement immediately and without liability if:

13.1.1. you fail to pay any amount due within 14 days of its due date;

13.1.2. you breach the terms of the Acceptable Use Policy;

13.1.3. you provide to us any false, misleading or otherwise inaccurate information.

13.2. Without prejudice to any other rights or remedies, either you or we may terminate this Agreement without liability if:

13.2.1. the other commits a material breach of any of the terms of this Agreement which is not remediable or which (if remediable) fails to be remedied within 30 days of that party being notified in writing of the breach; or

13.2.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

13.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

13.2.4. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

13.2.5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

13.2.6. the other ceases, or threatens to cease, to trade; or

13.2.7. the other takes or suffers any similar or analogous action in any jurisdiction in consequence of debt;

13.2.8. a material negative score is advised by our credit verification agencies.

13.3. On termination of this Agreement for any reason:

13.3.1. all licences and other permissions granted under this Agreement shall immediately terminate;

13.3.2. each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party, subject to your compliance with clause 13.3.3 below;

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- 13.3.3. you shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by us for the performance of the Services up to and including date of termination;
- 13.3.4. each party shall return any documents, materials or other information in its possession or control which contain or record any of the other party's confidential information, or upon request shall destroy such documents, materials or other information (and if recorded or stored electronically, permanently erasing from any electronic media on which it is stored);
- 13.3.5. we may destroy or otherwise dispose of any of your data in our possession unless we receive from you a written request for a copy of any relevant data. If you terminate the Agreement, the said request must be made at the time of your notice of termination and if we terminate you must make the request within 5 days of receipt of our notice of termination. If you make such a request within the said timelines, we shall use reasonable commercial endeavours to deliver a copy of the relevant data as soon as practicable, provided that (i) you have, at that time, paid all undisputed fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (ii) you will be responsible for all reasonable expenses incurred by us in providing the copy of the said data; and
- 13.3.6. 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.

14. Data Protection

Each of us agrees to comply with our obligations under the Data Protection Act 1998, as that Act applies to each of our activities under this Agreement and/or the provision and use of the Services. Without limitation to the foregoing, you agree to comply with that Act in so far as it relates to your use of the Services and the Equipment, including any personal data you process or store thereby.

15. Your Customers

In the event that the Fees remain unpaid for 45 days or more, you agree to provide us with a full list of all of your relevant customers (i.e. any customer to whom you provide services or products by means of the Services or who otherwise directly or indirectly rely upon the Services) and provide us with all assistance required to allow us to provide transfer to those customers to PMGC, on such terms as PMGC may agree with those customers. You agree to provide us with all other data and information we may reasonably require to successfully migrate the said customers, including details of relevant domain names and IP addresses, and you hereby consent to the transfer of the said customers and waive any legal or other right to object to or prevent the said transfer.

16. Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 months, either party may terminate this Agreement by written notice to the other.

17. Amendments

PMGC may amend the Acceptable Use Policy and the Privacy Policy from periodically by posting the amended terms on the Website. Amendments shall automatically come into effect 30 days after being posted on the Website unless you notify us that you do not agree to any of the proposed amendments. This Agreement may only otherwise be amended in writing, signed by duly authorised representatives of both Parties.

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18. Assignment

- 18.1. You may not assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of your rights and obligations under this Agreement without our prior written agreement.
- 18.2. PMGC may at any time assign, novate, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without your consent.

19. Entire agreement

This Agreement contains the whole agreement between you and PMGC and supersedes and replaces any prior written or oral agreements, representations or understandings between us. We each confirm that we have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

20. Waiver

No failure or delay by either party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

21. Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between PMGC and you other than the contractual relationship expressly provided for in this Agreement. Neither of us shall have, nor represent that it has, any authority to make any commitments on the other's behalf.

22. Further assurance

We each agree, at the request and expense of the other, that we shall execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

23. Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

24. Interpretation

In this Agreement unless the context otherwise requires:

- words importing any gender include every gender;
- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- the headings to the clauses and paragraphs of this Agreement are not to affect the interpretation;
- the word 'including' shall be understood as meaning 'including without limitation'.

25. Notices

- 25.1. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail, to the address of the relevant party, or to the relevant facsimile number, or such other address or facsimile number as that party may from time to time notify to the other party in accordance with this clause.

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25.2. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the relevant facsimile number and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail).

26. Law and jurisdiction

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with English law. The Parties agree that the English Courts shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of such court.

27. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.