

# Terms of Service



SCHEMESERVE

These conditions (**Conditions**) shall be incorporated into each contract (**Contract**) between SchemeServe Limited (**SchemeServe**) and the customer (**Customer**) for which purpose any reference to Contract is deemed to include the Customer's service order form (**Service Order Form**) these Conditions, our Privacy Policy, our Data Protection/GDPR Addendum and any additional policies, guidelines or notices (**Policies**) which have been expressly incorporated into the Contract. Any reference to Customer shall mean the person, business or company named on the Service Order Form.

SchemeServe reserves the right to revise the Conditions from time to time, the most current version of which can be found at <http://www.SchemeServe.com/docs/TermsOfService.pdf>. The Conditions are effective between the Customer and SchemeServe as of the date of the Customer accepting these Conditions. The Customer may be expected to accept the latest copy of these Conditions before renewing the Contract.

## 1. SCHEMESERVE SERVICES, OBLIGATIONS & RESPONSIBILITIES

**1.1** SchemeServe offers the Customer use of SchemeServe's products, software, website, and services (**Services**) for the **Term** (as defined below) subject to the terms of the Contract and the Customer not being barred from receiving the Services under the laws of the United Kingdom or other jurisdiction. The Customer shall, if requested by SchemeServe, provide current and accurate identification, contact, and other information as part of the registration process and/or continued use of the Services.

**1.2.1** The Customer is solely responsible for maintaining confidentiality of user account passwords and for maintaining passwords that cannot be easily guessed or cracked and is responsible for all activities that occur under the Customer's account. The Customer shall immediately notify SchemeServe of any unauthorised use of account passwords or account or any other breach of security. SchemeServe will not be liable to the Customer or any other party for any loss or damage arising from the Customer's failure to provide accurate information or to keep passwords secure.

**1.2.2** SchemeServe shall also ensure that its personnel and third parties cannot access Customer passwords from SchemeServe systems.

**1.3 SchemeServe Responsibilities:** SchemeServe shall: (i) provide our basic support for the Services to the Customer at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SchemeServe shall, wherever possible, give at least 8 hours' notice via email or via the Services and which SchemeServe shall, wherever possible, schedule to the extent practicable to take place outside of normal office hours), or (b) any unavailability caused by circumstances beyond the reasonable control of SchemeServe, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving SchemeServe employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services with reasonable skill and care and in accordance with applicable laws, Customer specifications, branding designs and security requirements.

**1.4 SchemeServe Protection of Customer Data:** SchemeServe shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data. We shall not (a) modify Customer data, (b) disclose Customer data except as compelled by law in accordance with clause 5.1 or as expressly permitted in writing by the Customer, or (c) access Customer data except to provide the Services and prevent or address service or technical problems, or at Customer request in connection with customer support matters.

**1.5 SchemeServe Warranties:** SchemeServe warrants that the Services shall perform materially in accordance with the application online SchemeServe help guide (found at <https://help.schemeserve.com>) except in the case of integration with non-SchemeServe or third-party services and that the functionality of the Services will not be unreasonably materially decreased during the Term.

**1.6 Service Information; Governance:** SchemeServe shall inform the Customer promptly of any development that may have a material impact on the Services or of any material change to the Services. SchemeServe shall meet with the Customer on request to discuss the Services. SchemeServe shall assist the Customer with all reasonable requests for information on the Services (including any information requested as part of an audit by a regulator such as the Financial Conduct Authority or Information Commissioner's Office). The Customer may disclose this agreement and any

related information to a regulator. When requested by a regulator and upon reasonable written prior notice (except when otherwise required by regulatory requirements), SchemeServe shall permit the Customer and regulatory authorities to fully access and audit SchemeServe and all information relating to the Services, with access to the relevant personnel at SchemeServe, in order to monitor the performance of SchemeServe's obligations and to ensure compliance with all applicable regulatory and contractual requirements. SchemeServe will cooperate diligently and transparently with such audit request by the Customer. The Customer may disclose this Contract and all related information to regulatory authorities having jurisdiction over the Customer.

**1.7 Information Security:** SchemeServe shall maintain and operate information security measures in line with good industry practice, applicable laws and regulations (including GDPR) and shall undertake penetration tests of its IT systems at least annually.

**1.8 Compliance:** SchemeServe shall maintain the expertise, the capacity, the resources (e.g., human, IT, financial), the organizational structure and, if applicable, the required regulatory authorisation(s) or registration(s) to provide Services in a reliable and professional manner to meet its obligations over the duration of the Agreement.

**1.9 Sub-contracting:** SchemeServe shall (i) not sub-contract the provision of Services or outsource the processing of data relating to Customer without the prior written consent of Customer (not to be unreasonably withheld) and (ii) oversee those Services that it has subcontracted to ensure all contractual obligations between SchemeServe and Customer are continuously met and shall remain liable for the actions, omissions and breaches of its sub-contractors as if they were its own actions, omissions and breaches. SchemeServe shall monitor and oversee the operations of any sub-contractors and shall assist the Customer to assess and monitor the risks of any proposed subcontracting and shall inform the Customer of any material breach caused by the sub-contractor.

**1.10 Business ethics and human rights:** SchemeServe shall ensure that it has anti-bribery/corruption policies for all its personnel and complies with the Bribery Act 2010. SchemeServe shall comply with all relevant provisions of the Modern Slavery Act 2015 and shall not use any enforced, illegal or underage labour in its operations and shall use reasonable efforts to avoid supply chains which use such labour.

**1.11 Disaster Recovery / Business Continuity:** SchemeServe shall maintain business recovery processes intended to mitigate the effect of force majeure events. SchemeServe shall ensure that its operations can be maintained through home-based workers where required. SchemeServe shall review its Business Continuity Plan (a copy of which can be provided on request) with the Customer from time to time upon reasonable request.

**1.12 Non-publicity:** SchemeServe shall not refer to the Customer's name, brands or logos for marketing or publicity purposes without the Customer's prior consent which shall not be unreasonably withheld.

**1.13 Insurance:** SchemeServe shall maintain all mandatory Professional Indemnity Insurance plus all mandatory insurances required by law that are specific to SchemeServe in provision of the Services, copies of which can be provided on request.

## 2. DURATION AND FREE TRIAL

**2.1** The Contract shall commence on the date specified in the Service Order Form (**Service Commencement Date**) and shall continue until terminated in accordance with clause 12 (Termination).

When specified by SchemeServe in the Service Order Form or when specified by relevant SchemeServe website materials that form part of an online trial signup process the first Calendar Month of the Term shall be a free trial period (**Free Trial Period**). The Customer's right to terminate the Contract during the Free Trial Period is set out in clause 12 (Termination). The payment exclusion in respect of the Free Trial Period is set out in clause 3 (Fees and Payment).

**2.2** For the purposes of these Conditions a calendar month shall commence on and be inclusive of a given day in a given month and shall expire at the end of the period of days equal to the number of days in the month following the month in which that calendar month commenced (**Calendar Month**) and each subsequent Calendar Month shall run consecutively from the Calendar Month immediately preceding it. For the purpose of the Contract the first Calendar month shall commence on the Service Commencement Date.



### 3. FEES AND PAYMENT

**3.1** The monthly payments shall be set out in the Service Order Form and shall be payable by the Customer in advance on a Calendar Monthly basis with each such payment to be made no later than the day immediately preceding the Calendar Month to which the monthly payment in question relates provided that no monthly payment shall accrue or be payable in respect of the Free Trial Period. For the avoidance of doubt where there is a Free Trial Period the first monthly payment relates to the second Calendar Month of the Initial Term and must be paid no later than the last day of the Free Trial Period. When there is no Free Trial Period the first monthly payment is due on the Service Commencement Date.

**3.2** Any commission payments agreed between the parties shall be payable in accordance with the rates set out in the service Order Form and shall be payable by the Customer in arrears on a Calendar Monthly basis. Commission payments shall be invoiced by SchemeServe at any time following the Calendar Month to which the Commission Payment in question relates and shall be payable by the Customer within 30 days of the date of receipt of the invoice provided that no monthly payment shall accrue or be payable in respect of the Free Trial Period.

**3.3** Subject to any alternative arrangement agreed in writing between the parties all monthly payments shall be paid by direct debit, or if not possible by standing order for which purpose the Customer shall complete the direct debit or standing order mandate supplied by SchemeServe to the Customer and submit the same to the Customer's bank in sufficient time and with sufficient detail and accuracy to enable monthly payments to be made in accordance with the Contract. SchemeServe reserves the right to require the Customer to comply with this clause prior to the Service Commencement Date.

**3.4** For the avoidance of doubt where the Customer has validly exercised its right to terminate during the Free Trial Period the Customer will not be liable for any monthly fee or any commission payment nor will the Customer be considered to be in breach of the obligation set out in clause 3.3.

**3.5** All monthly payments and commission payments are exclusive of VAT. Where any payment due from the Customer to SchemeServe is late, interest will be charged to the Customer at an annual rate of 5% above the Bank of England Base rate applicable from time to time which shall accrue daily from the date of such default to the date the payment in question is received by SchemeServe in cleared funds during which time SchemeServe reserves the right to suspend the Services until payment is brought up to date.

**3.6** SchemeServe may from time to time, or at renewal, change the prices of certain Services detailed in the Service Order Form. SchemeServe will notify The Customer at least thirty (30) days in advance of the next payment and the change will apply from the specified date. By continuing to use SchemeServe after the price change takes effect, The Customer will be deemed to have accepted the new price. If The Customer does not agree to the change, either party can choose to terminate the Contract by giving the notice required in the 'Termination' section below.

### 4. APPROPRIATE CONDUCT

**4.1** The Customer accepts that all information, data, text (including but not limited to HTML, CSS and JavaScript), software, music, sound, photographs, graphics, video, messages or other such materials (**Content**) are the sole responsibility of the person from which such Content originated. SchemeServe reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content made available via the Services. The Customer accepts that it may be exposed to Content that is offensive, indecent, or objectionable, and that the Customer uses the Services at its own risk.

**4.2** The Customer shall be liable for its own conduct and any Content that it creates, transmits or displays while using the Services and for any consequences thereof. The Customer agrees to use the Services only for purposes that are legal, proper and in accordance with the Contract. The Customer agrees to not engage in any activity that interferes with or disrupts the Services or servers or networks connected to the Services. To report any activity or Content that may violate the terms of the Contract, please contact us via our website <http://www.schemeserve.com>.

**4.3** Customers outside of the United Kingdom agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United Kingdom or Customer's country of residence.



## 5. PRIVACY POLICY

**5.1** The Customer undertakes to observe and comply with SchemeServe's privacy policy (**Privacy Policy**) which is incorporated into all Contracts, but the rest of the Contract shall override the Privacy Policy in the event of any inconsistency. For information about SchemeServe's Privacy Policy please refer to <http://www.schemeserve.com/privacy-policy>. SchemeServe reserves the right to revise the Privacy Policy from time to time. By using the Services, the Customer acknowledges and agrees that SchemeServe may access, preserve, and disclose its information relating to its user accounts and any Content associated with those accounts if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Contract, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of SchemeServe, its users or the public as required by law. SchemeServe shall not use any personal data of policyholders, clients, introducers or any personnel of the Customer other than as required for providing services or as required by law.

**5.2** The Customer accepts that the technical processing and transmission of the Services, including the Customer's Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services. The Customer also understands and agrees that the person or people in its organization who manage the Services may have access to its account and its content, and may suspend or terminate the Customer's account access and Customer's ability to modify the Customer's account.

**5.3 Use of Aggregate Data:** Notwithstanding anything else in these Conditions or otherwise, SchemeServe may evaluate and process data relating to the use of the Services in an aggregate and anonymous manner, and compile statistical and performance information related thereto (**Aggregate Data**). SchemeServe may use and share such Aggregate Data to improve the Services, develop new products, understand and/or analyse usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarising the foregoing, and generally for any purpose related to SchemeServe's business. SchemeServe retains all intellectual property rights in Aggregate Data. For clarity, Aggregate Data does not include any personally identifiable information nor identify any individual.

## 6. PROPRIETARY RIGHTS

### SCHEMESERVE'S RIGHTS

**6.1** SchemeServe represents and warrants that it has all the rights, power and authority necessary to provide the system and software for use by the Customer and end users.

**6.2** The Customer acknowledges and agrees that the Services and any necessary software used in connection with the Services (**Software**) contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. The Customer further acknowledges and agrees that Content contained in sponsor advertisements or presented to the Customer through the Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by SchemeServe or other proper third party rights holders, the Customer agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, the Services or Software, in whole or in part except as specifically authorised in a separate written agreement.

**6.3** Subject to the other provisions of the Contract, SchemeServe grants the Customer a non-transferable and non-exclusive right and license to use the object code of its Software; provided that the Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorised by SchemeServe in writing. The Customer agrees not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Services. The Customer agrees not to access the Services by any means other than through the interface that is provided by SchemeServe for use in accessing the Services except as specifically authorised in a separate written agreement.



**6.4** Except as expressly authorised by SchemeServe the Customer agrees not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. The Customer also agrees not to remove, obscure, or alter SchemeServe's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services or Software.

## **CUSTOMER RIGHTS**

**6.5** SchemeServe claims no ownership or control over any Content (including any trademarks of the Customer) submitted, posted or displayed by the Customer on or through the Services. The Customer or a third-party licensor, as appropriate, retains all patent, trademark and copyright to any Content the Customer submits, posts or displays on or through the Services and the Customer is responsible for protecting those rights, as appropriate.

**6.6** The Customer represents and warrants that it has all the rights, power and authority necessary to grant the rights granted herein to any Content submitted.

## **7. SOFTWARE AND AUTOMATIC UPDATES**

**7.1** SchemeServe Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop SchemeServe Services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

## **8. POLICIES REGARDING COPYRIGHT AND TRADEMARKS**

**8.1** It is SchemeServe's policy to respond to notices of alleged infringement that comply with the European Union Copyright Directive or other applicable law and to terminating the accounts of repeat infringers.

**8.2** For information regarding SchemeServe's trademark complaint procedure, please contact SchemeServe via our website <http://www.schemeserve.com>. Any use of SchemeServe's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with the Conditions and in compliance with SchemeServe's then current Brand Feature use guidelines, and any content contained or reference therein, which are expressly incorporated into the Contract, copies of which can be requested via SchemeServe's website <http://www.schemeserve.com> or by writing to SchemeServe at the mailing address found on the aforementioned website.

## **9. GENERAL PRACTICES REGARDING USE AND STORAGE**

**9.1** The Customer agrees that SchemeServe has no responsibility or liability for failure to store any Content and other communications maintained or transmitted via the Services. The Customer acknowledges that SchemeServe may have set no fixed upper limit on the number of transmissions the Customer may send or receive through the Services or the amount of storage space used; however, SchemeServe retains the right, at its sole discretion, to create limits at any time with or without notice.

**9.2** Notwithstanding clause 12.7, upon the termination of the Customer's use of the Services SchemeServe will close its account and the Customer will no longer be able to retrieve content contained in that account.

## **10. REASONABLE USE**

**10.1** The Customer agrees to use the Services solely for reasonable business use or personal use and the Customer agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services except as otherwise expressly provided for under the Contract or as specifically authorised in a separate written agreement.

## 11. MODIFICATIONS TO SERVICE

**11.1** SchemeServe reserves the right at any time to permanently discontinue the Services (or any part thereof) giving 90 days' notice, except during the agreed Initial Term specified in the Service Order Form in which case the Customer agrees that SchemeServe shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the Services (or any part thereof).

## 12. TERMINATION

**12.1** The Customer may cease use of the Services at any time if required by a regulator or applicable law.

**12.2** The Customer may terminate the Contract (a) by giving no less than 3 days written notice to expire no later than the last day of the Free Trial Period or (b) by giving no less than 90 days written notice in writing to expire on or after the last day of the Initial Term specified in the Service Order Form.

**12.3** In the event of continued use of the Services by the Customer at any time following the seventh day after the last day of the Initial Term specified in the Service Order Form these Conditions will remain in force and the last renewal proposal sent to the Customer by SchemeServe will be deemed to have been accepted.

**12.4** If no specific renewal proposal has been issued to the Customer by SchemeServe by the end of the Initial Term specified in the service order form, the Contract will automatically extend for a one-year period, and will continue to renew annually for one-year periods until either terminated or an alternative renewal proposal is agreed.

**12.5** SchemeServe may terminate the Contract for any reason by giving not less than 30 days written notice to expire on or after the last day of the Initial Term.

**12.6** Either party may terminate the Contract by at least 30 days' notice in writing if the other party is in material breach of any part of the Contract and has not remedied such breach within 30 days of a notice requiring remedy of that breach. In the case of SchemeServe terminating the Contract for the Customer's material breach, the Customer shall remain liable for all monthly payments which would otherwise have been payable during the Initial Term unless the right to terminate afforded by this clause is exercised by SchemeServe prior to the latest date the Customer could have exercised its right to terminate during the Free Trial Period in which case the Customer shall have no liability for monthly fees or commission Payments.

**12.7** In the event of termination for any reason, the Customer account will be disabled and the Services shall cease but SchemeServe shall provide read only access for the purposes of data extraction to the Services the Customer's account or any files or other content contained in Customer's account for 30 days afterwards unless otherwise agreed by both parties in writing. Sections 12 (Termination), 14 (Indemnity), 15 (Disclaimer), 16 (Limitation of Liability), 17 (Exclusions and Limitations) and 20 (including choice of law, severability and statute of limitations), of the Conditions, shall survive expiration or termination.

**12.8** In the event of termination for any reason, if requested by the Customer SchemeServe will provide an electronic file or files of the Customer's data pertaining to clients, insurance risks and claims experience within 28 days of such request being made. Such files will be provided in CSV (Comma Separated Values) format unless otherwise agreed by both parties at the point of termination.

## 13. LINKS

**13.1** SchemeServe may provide, or third parties may provide, links to other World Wide Web sites or resources. SchemeServe may have no control over such sites and resources and the Customer acknowledges and agrees that SchemeServe is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. The Customer further acknowledges and agrees that SchemeServe shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.



## 14. INDEMNITY

**14.1** The Customer agrees to hold harmless and indemnify SchemeServe, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "SchemeServe and Partners") from and against any third-party claim arising from or in any way related to the Customer's use of the Services, any breach of the Contract or any other actions connected with use of the Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, SchemeServe will provide the Customer with written notice of such claim, suit or action.

## 15. DISCLAIMER

**15.1** THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT NOTWITHSTANDING CLAUSES 1.3 AND 1.5:

**a)** CUSTOMER USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCHEMESERVE AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**b)** SCHEMESERVE AND PARTNERS DO NOT WARRANT THAT (i) THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, (ii) SCHEMESERVE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SCHEMESERVE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CUSTOMER THROUGH SCHEMESERVE SERVICES WILL MEET CUSTOMER EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

**c)** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SCHEMESERVE SERVICES IS DONE AT THE CUSTOMER'S OWN

**d)** DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE CUSTOMER'S COMPUTER SYSTEMS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**e)** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM SCHEMESERVE OR THROUGH OR FROM SCHEMESERVE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## 16. LIMITATION OF LIABILITY

**16.1** THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT SCHEMESERVE AND PARTNERS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, (WITHOUT LIMITING CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS) DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SCHEMESERVE OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE SCHEMESERVE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SCHEMESERVE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR SCHEMESERVE SERVICES; OR (v) ANY OTHER MATTER RELATING TO SCHEMESERVE SERVICES.

## 17. EXCLUSIONS AND LIMITATIONS

**17.1** NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 14 AND 15 WHICH ARE LAWFUL IN THE CUSTOMER'S JURISDICTION WILL APPLY TO CUSTOMER AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.



## 18. NO THIRD-PARTY BENEFICIARIES

**18.1** The Customer agrees that, except as otherwise expressly provided in the Conditions, there shall be no third-party beneficiaries to the Conditions except where the Customer has made a prior written request to SchemeServe which has been agreed in writing by an authorised representative of SchemeServe.

## 19. NOTICE

**19.1** The Customer agrees that SchemeServe may provide the Customer with any notices, including but not limited to those regarding changes to the Conditions, by email, regular mail, or postings via the Services.

## 20. GENERAL INFORMATION

### *ENTIRE AGREEMENT*

**20.1** The Contract constitutes the entire agreement between the Customer and SchemeServe and governs the Customer's use of the Services, superseding any prior agreements between the Customer and SchemeServe for the use of the Services. The Customer also may be subject to additional terms and conditions that may apply when the Customer uses or purchases certain other Services (not provided for in the Contract), affiliate services, third-party content or third-party software.

### *CHOICE OF LAW AND FORUM*

**20.2** The Contract and the relationship between the Customer and SchemeServe shall be governed by the laws of England without regard to its conflict of law provisions. The Customer and SchemeServe agree to submit to the personal and exclusive jurisdiction of the courts located within England.

### *WAIVER AND SEVERABILITY OF CONDITIONS*

**20.3** The failure of SchemeServe to exercise or enforce any right or provision of the Contract shall not constitute a waiver of such right or provision. If any provision of the Contract is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Conditions remain in full force and effect.

### *STATUTE OF LIMITATIONS*

**20.4** The Customer agrees that regardless of any statute or law to the contrary, any claim made by the Customer or course of action the Customer takes arising out of or related to use of the Services or the Contract must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**20.5** The section headings in the Conditions are for convenience only and have no legal or contractual effect

