

# Terms & Conditions

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These Terms and Conditions govern the sale of Goods and the use of Podium5 and Fleetweather services offered through web-interface or API and including enhanced services or other services that may be provided from time to time or in the future (collectively, the “Services”).

By using the Services, you the customer (hereinafter referred to as “you” or “your”) are entering into a legally binding agreement with StratumFive Limited of 1 Harbour House, Harbour Way, Shoreham-By-Sea, West Sussex, BN43 5HZ, Company No: 06788758 (hereinafter referred to as “StratumFive”, “we”, “us” or “our”) on the terms below and the StratumFive [Privacy Policy](#) (collectively the “Terms”). StratumFive is a wholly owned subsidiary of Pole Star Space Applications Limited.

These Terms cover trials, subscription agreements, order forms, electronic agreements, invoice and other documents through which you have placed an order for the Services (the “Order”).

By accessing and using the Services you shall be deemed to have accepted the Terms. If you do not accept the Terms, you do not have the right to use the Services.

## 1. Goods - Hardware

- 1.1 We will deliver the Goods as identified in the Order.
- 1.2 Risk passes upon delivery of the Goods. Title to the good shall pass upon payment of the Goods.
- 1.3 All Orders are subject to applicable shipping and freight charges. You are responsible for any local import duties and taxes.
- 1.4 Except unless otherwise stated, the only warranties applying to the sale of Goods, if any, shall be those as stated in clause 8.
- 1.5 It is your responsibility (at your own cost) to prepare and maintain the Goods, including placement of the Goods in accordance with our and/or the manufacturer’s specifications.
- 1.6 Furthermore, you will ensure all equipment which may be used in conjunction with the Goods is in working order and suitable to use in connection with the Services.

- 1.7 You are responsible for providing insurance protection for the replacement value of the Goods including cover against transmissions made if it is lost or stolen.
- 1.8 If the Goods are lost or stolen you must contact us immediately so that we can prevent further transmissions being made from it.
- 1.9 You will remain liable for all charges for transmissions up to the time you notify us and you will be liable for the monthly (or other periodic) Fees until the Order is ended.

## **2. Services**

- 2.1 We shall use commercially reasonable endeavours to provide the Services, to which you subscribe, register, pay and for the period set out in the Order.
- 2.2 We shall provide technical support services for Goods and Services via email, or telephone 24/7/365.
- 2.3 You acknowledge that the Services are compiled from data, information and materials furnished to or obtained from third-party service providers and/or licensors (“Third-Party Partners”). You acknowledge we are required by our Third-Party Partners to display certain notices and to report certain data related to your use of the third-party services.
- 2.4 We reserve the right to modify, enhance, or supplement the Services at any time at our sole discretion, provided that if we propose to make material changes to the Services, we will provide you with notice of those modifications and/or include notice of the applicable changes on our websites.

## **3. Trial Subscriptions**

- 3.1 Access to the Services for trial and evaluation purposes (“Trial Subscription”) are subject to these additional provisions.
- 3.2 You may use the Services in accordance with these Terms for the period granted (the “Trial Period”).
- 3.3 Trial Subscriptions are permitted solely for you to determine whether to purchase a paid subscription to the Services.
- 3.4 Trial Subscriptions may not include all functionality and features accessible as part of a paid subscription.
- 3.5 If you do not enter a paid subscription your right to access and use the Services will be terminated at the end of the Trial Period.
- 3.6 We have the right to terminate a Trial Subscription at any time for any reason.
- 3.7 Notwithstanding anything to the contrary in these Terms, we give no warranty, indemnity, support, or other obligations with respect to a Trial Subscription.

## 4. Registration and Password(s)

- 4.1 Prior to accessing the Services, you shall submit, and we will maintain on file registration information as governed by our [Privacy Policy](#). Such registration information shall include, but not be limited to names, e-mail address, contact numbers and other billing information.
- 4.2 All registration information supplied shall be true, complete, and accurate, and you will notify of any changes to the registration information during the term of the Services and submit updated information promptly and, in any event, within fourteen (14) days of any such changes.
- 4.3 You warrant to safeguard the account username(s) and password(s) and confirm these will be used solely by the you, you're officers, and employees ("Permitted Users") and will not be disclosed to any third party.
- 4.4 You shall assume all responsibility for all harm or liability attributable to the account or any Services when accessed by the designated username(s) and password(s).
- 4.5 We reserve the right to suspend or deactivate the Services, without notice, where the Services are being used in an unauthorised manner or by an unauthorised person or inconsistent with these Terms.

## 5. Authorised use of the Services

- 5.1 We grant you a non-exclusive, non-transferrable, revocable licence to access and use the Services for your internal business purposes only during the duration of the agreement.
- 5.2 You acknowledge that you will obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the receipt and use of any information supplied pursuant to the Services.
- 5.3 You are permitted to print and download extracts from Services for your own non-commercial use on the following basis:
  - (i) no documents or related graphics contained therein are modified in any way.
  - (ii) no graphics are used separately from accompanying text; and
  - (iii) all and any copyright, trademark notices and emission notice are retained on all copies.
- 5.4 You acknowledge and agrees that you will not, nor shall you aid any third party to:
  - (i) copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, transfer, sell, licence, lease, give, permanently retain, disseminate, disclose, broadcast, assign (whether directly or indirectly, by operation of law or

otherwise), scan, store in any retrieval nor create or store in electronic form any library or archival system of any nature, create a database or create derivative works from the Services or any portion thereof.

- (ii) systematically downloading data from any of the Services and/or utilising any automated means to download data from any of the Services.
- (iii) use the Services for any illegal purpose or in any manner inconsistent with these Terms.
- (iv) extract any copyrights, marks or any other intellectual property rights in the Services (including without limitation photographs and graphical images).

#### **Additional Terms for subscriptions to Inmarsat Sat C Tracking Service:**

- 5.5 If at the recommendation of the International Telecommunications Union that an application for barring should be made in respect of any unit attached to your vessel, for which airtime charges remain outstanding after 90 days from invoice for land terminals or 180 days from invoice for marine terminals. In these circumstances we will request either a Discretionary Barring, a DB002, of the offending terminal from the Land Earth Station ("LES") and/or appropriate Accounting Authority, or, if the debt is considered to be irrecoverable, we will request from two LESs a proposed mandatory bar, a PMB003. Once the second LES has placed the PMB003, you will have 14 days' notice in case of maritime termination.
- 5.6 All additional costs incurred by us in the application for barring in 5.5 above and all collection litigation or other expenses in which we are involved will be to your account and claimable in addition to the invoice sums.

#### **Additional Terms for subscriptions to Fleetweather Services**

- 5.7 Procedures for providing route recommendations is to derive the optimal route from a review of the shortest distance, environmental conditions, ship characteristics and navigational hazards. All route assessments are recommendations only. Ship masters should utilise the ' recommendations in combination with other information sources. Route decisions are the sole responsibility of the ship's master.
- 5.8 In determining a route recommendation, we do not provide information, advice or take into account factors other than distance, environmental conditions, ship characteristics and navigational hazards, there are however other risk which may impact your voyage for example (but not limited to) piracy, political status, etc. It is your responsibility to monitor and be knowledgeable about all other factors and to advise us in writing of any considerations you would like us to consider during the routing process.
- 5.9 We assume no responsibility or liability for the accuracy or timely delivery of forecasts or for any damage suffered or claimed as a result thereof. We make

no express or implied warranties, guarantees or affirmations that weather information will occur or has occurred as the reports, forecasts, graphics, data, briefings, products or services state, represent or depict. Forecasts and forecasting services are provided for informational purposes only. Weather-related decisions and the responsibility resulting from those decisions always remain with you. Weather prediction is affected by many variables and is not an exact science. We employs modern forecast tools and highly qualified personnel, and will strive to produce the most accurate forecasts at all times.

5.10 The transmission of forecasts, advisories, alerts or information of any kind, or the availability of information, may be subject to delays and/or failures of transmission. We shall not be liable for any loss or damage caused by any errors or omissions in forecasts, advisories and alerts or for delays or failure of transmission..

5.11 It is your responsibility to notify us in writing in advance of a voyage in which a ship has:

- (i) weather or sea sensitive cargo,
- (ii) unique constraints that would be considered untypical or unique in nature, or
- (iii) any other non-standard characteristic based

5.12 Wind and sea conditions may be locally higher in or near squalls or thunderstorms than may be indicated in our forecasts. Forecasts and route recommendations are prepared using the latest information at the time it was created. Forecast information is subject to change without notice.

5.13 You acknowledge that your vessels are required to communicate and report to us on a regular and timely basis which is determined by:

- (i) the Services subscribed to,
- (ii) any custom requests provided to us by you, and
- (iii) mutually agreed upon information to be collected by us on your behalf.

5.14 The responsibility of ensuring the proper transfer of information to us remains at all times with you. You must ensure the information received by us from your vessels is:

- (i) Complete (contains the mutually agreed on and proper information),
- (ii) Properly Formatted (information is properly formatted for use by us and is noted in the proper units of measure and/or time),
- (iii) Accurate (all efforts should be made to ensure accuracy and correctness of the information at the time it is transmitted to us), and
- (iv) Timely (all efforts should be made to ensure information is transmitted to us in a timely manner and at the predetermined required times and intervals).

- 5.15 Upon commencement of Services, we will provide a reasonable period of time to train and instruct your vessels in the proper methods of reporting information to us and we will monitor and report to you any vessels that are non-compliant or not reporting information properly, accurately or timely. It is your sole responsibility to correct this situation in a timely manner and ensure compliance by your vessels. In the unlikely event that we are forced to expend unanticipated time for ships either not reporting properly, accurately or at the proper times, we may, at our sole discretion, charge you on a time and materials basis for the time necessary to communicate with the vessels and to request and gather proper information on your behalf.
- 5.16 Integration and Data Exchange: We can assist with the integration and data exchange to and from Fleetweather' Services and applications with third- party software vendors and software applications employed by you as an optional service. Development, integration and consulting services and fees for these services will be billed separately on a predetermined time and materials basis. .
- 5.17 Partner Services: When subscribing to our partner services you may be required to accept the terms and services from our partner service prior to commencement of the service and/or execute a service agreement with our partner. In these cases, both these Terms and the partner's terms may both apply to your Services. When terminating partner services, you may be responsible for termination or administrative fees from our partner which you will be responsible to pay.
- 5.18 Conflict of Interest: In the event we are actively providing forecasting, routing or performance monitoring Services for a vessel and a conflicting request to service the vessel is received from a third-party, our policy is to contact the party already subscribed to Services and to notify them of the conflicting request. We will provide a service to the third party on the basis that all parties will receive the same reports.

## 6. Duration and Renewal

- 6.1 The Services shall come into existence on the date set out in the Order or in its absence the date the Services commenced ("Commencement Date") and for duration stipulated.
- 6.2 Provided there is no material breach of these Terms, the initial term will automatically renew for successive renewal terms of 12-month period, unless you provide us with written notice of your intent not to renew at least thirty (30) days prior to the end of the initial or any renewal term.

## 7. Pricing

- 7.1 Goods: Unless previously agreed in writing, you must pay for the Goods prior to shipment.
- 7.2 Services: You shall pay within thirty (30) days from date of an invoice (the “Due Date”), the fees for licensing the Services (“Fees”) stated in the Order in advance. All invoices shall be sent electronically.
- 7.3 Time for payment shall be of the essence of these Terms.
- 7.4 All payments must be made in United States dollars or Pounds Sterling or Euros as determined by us.
- 7.5 Bundle agreements: an agreement where you may elect to buy upfront credits to pay for Services, when the subscription for a vessel is finalised before the given renewal date, you will be able to add a new vessel, or the remaining credits will be credited pro-rotta to your account.
- 7.6 All Fees specified in Order are exclusive of, and you are solely responsible for payment of, all value-added, sales, use, import, duties, customs or other taxes applicable to the providing of Services under these Terms.
- 7.7 We reserve the right to increase our Fees for the Services, provided that such Fees cannot be increased more than once in any 12-month period. We will give you written notice of any such increase thirty (30) days prior to the proposed date of increase.
- 7.8 Without limiting any other right or remedy available to us, if you fail to make any payment due under the Order and/or by the due date for payment (the “Due Date”), we shall have the right to:
- (i) suspend or terminate any Services; and
  - (ii) charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Barclays Bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 7.9 All sums payable under the Order shall become due immediately on termination, despite any other provision. This condition 7.9 is without prejudice to any right to claim for interest under the law, or any such right under these Terms.
- 7.10 Fleetweather Services: subscription rates are quoted based on information provided by you about your vessels and typical voyages. We reserve the right to review the Order 3 months from the Commencement Date to ensure vessel days and pricing are in line with the parameters of the Order. In addition at the time of annual renewal, we may recommend a monthly consulting retainer to compensate for additional work beyond the scope of the initial services requested and provided. This consulting retainer will be reviewed on a

periodic basis to compensate for additional work related to your account and additional analyst and reporting services requested for your Service.

- 7.11 The Fleetweather monthly vessel charge will be charged at the beginning of the month for all vessels being monitored.
- 7.12 Additional Fleetweather Service(s) (i.e. weather forecasting and routing), requests and upgrades requested by you during the month will be invoiced at the end of the month in which they are rendered and added to the next monthly invoice. Once a vessel has started Services within a given month on a monthly subscription service, the entire monthly fee for that vessel will be charged, applicable and owed to us. We do not pro-rate cancellations of any monthly service or monthly fee once the service has commenced at any time within the month. Any additional vessels that are added after the first day of a month or anytime throughout the month will incur a pro-rated charge based on the date of nomination by you to us or the date of the commencement of Services.
- 7.13 Cancellation of Fleetweather Services for a vessel that leaves your fleet is always your responsibility. If you do not notify us to cancel the Service, then all Fees will apply and be charged until we are notified to stop servicing the vessel.

## **8. Goods Warranty**

- 8.1 Under this warranty, and subject to our determination, we shall either repair or replace any Goods which prove to be defective in workmanship or material or fail to meet our specifications, or we shall refund the purchase price of the defective Goods and no other obligation under this warranty shall apply (the "Warranty Policy").
- 8.2 The warranty period of the goods shall be contained in the documentation provided with the Goods (the "Warranty Period").
- 8.3 If we replace or repair Goods during the original Warranty Period, the Warranty Period on the replacement or repaired Goods shall terminate on the expiry of the original warranty, or thirty days from the repair or replacement whichever is longer.
- 8.4 You will submit a warranty claim to [support@stratumfive.com](mailto:support@stratumfive.com) with supporting documentation stating the basis for the claim and within the Warranty Period.
- 8.5 Subject to condition 8.6, you are responsible for all carriage costs in returning and recovering the Goods.
- 8.6 If we identify that the defects in the Goods are covered by the Warranty Policy, we will reimburse all reasonable shipping costs incurred in sending the Goods to us and we will pay shipping costs back to you.



## 9. Confidential Information

- 9.1 Where either party provides the other with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised by either party or as expressly provided in these Terms. The parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.
- 9.2 For the purposes of this clause “Confidential Information” shall include, without limitation, any information relating to all business, financial, commercial, technical, operational, organisational, legal, management, marketing information; any other documentation and information relating to or belonging to our Third-Party Partners.
- 9.3 Confidential Information as used in these Terms, shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or (iii) obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the confidential information or material.

## 10. Intellectual Property Rights

- 10.1 You acknowledge and agree that we and/or our Third-Party Partners own all intellectual property rights in the Services. Except as expressly stated herein, these Terms do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 10.2 We confirm that we have obtained all rights and consents in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

## 11. Compliance

- 11.1 You acknowledge that we do not operate as a regulator and shall not be responsible for monitoring or reporting on the compliance of vessels which use or receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations, for which you shall be solely responsible.
- 11.2 You acknowledge that your use of the Services shall comply with all applicable laws, statutes and regulations, including but not limited to anticorruption, antibribery, data protection, privacy, modern slavery and so forth, and you shall

not engage in any conduct that would cause Pole Star to be in violation of any laws.

11.3 By entering these Terms, you warrant you are not listed, either directly or indirectly as a sanctioned entity or individual in any sanctions list such as, but not only, those lists of the UK, EU, UN, OFAC. We may, at our own discretion, suspend or terminate the Services with immediate effect where it has the information or suspicion that you or any affiliated entity or other individual or entity of connected interest are at the Commencement Date or at any time during the duration of the Order has been included in a sanctions list.

## **12. Warranties and Disclaimer**

12.1 Each party represents and warrants that it is fully authorised to enter into an Order and these Terms.

12.2 The Services, including all Third-Party Partner services, are provided on a strictly "AS IS" and "AS AVAILABLE" basis without warranty of any kind.

12.3 The Services provided should under no circumstances be regarded as advice, suggestion or incitement for a certain act. Any actions undertaken by the you based on the Services do not create any liability on us.

12.4 The Goods and Services are not be used for marine safety, distress systems and/or life support services in which the failure of the Goods or Services could result in death or injury and you understand that these applications will not be accepted or supported by us.

12.5 The Services on vessels position and identity, originate directly from the vessels, which transmit this information through public radiofrequencies, the 'Automatic Identification System' (AIS). Due to a variety of potential impediments such as: the inherent limitations of radio communications (e.g. limited coverage, interference, attenuation, weather conditions and so forth); erroneous configuration of the AIS devices on the vessel; negligent data entry by the crew; incorrect or delayed position reports received by the vessel's GPS and other factors, we does not warrant the completeness or accuracy of the information, or that your use of Services will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy your requirements.

12.6 Any Open-Source Software provided by us may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed but is provided on an "AS IS" basis. Such terms of any licence shall govern such use to the extent that they expressly supersede these Terms.

12.7 You acknowledge that a Third-Party Partner may modify, or discontinue availability of, or amend it terms concerning the availability of third-party

services, neither we nor our Third-Party Partner shall be held responsible for such modification and discontinuance.

12.8 Disclaimer of Warranties. WE DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF SERVICE.

### **13. Indemnification**

13.1 You agree to indemnify, hold harmless, and defend us against all liability, damages, losses, costs, or expenses (including but not limited to legal fees and expenses) incurred as a result of your breach of the licenses and rights granted herein.

13.2 We will indemnify, defend and hold harmless you from and against any third-party claims based on infringement in of any ownership rights, trademark, patent right, copyright or trade secret as a result of the use of the Services. We will not indemnify, defend and hold you harmless to the extent any claim would not have arisen but for: (i) any modification of a Services not specifically authorised in writing by us; (ii) the incorporation of any feature or information provided by or requested by you into a Service; (iii) the use of a version of a Service other than the then-current version; (v) your misuse of the Services or failure to protect our Confidential Information as required herein.

13.3 In the event Services are held or are believed by us to infringe, we may choose, at our sole option and expense, (a) to modify the Services so that they are non-infringing; (b) to replace the Services with non-infringing Services that are functionally equivalent; (c) to obtain a license for you to continue to use the Services as provided hereunder; or if none of options above are commercially reasonable, then (d) to terminate the subscription for the infringing Services and refund Fees paid, prorated from the date of any claim. This section 13.3 states our entire liability and your sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

13.4 Each party will indemnify, defend and hold the other party harmless from any claim, demands, liabilities, expenses of any kind for personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977); fraudulent misrepresentation; or any liability which cannot be excluded by law.

13.5 The indemnification obligations of each party under this section 13, are contingent upon the indemnified party providing to the party who has the indemnification obligation: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c)

reasonable cooperation and assistance, at the request and expense of party to indemnify, in the defence or settlement of the alleged claim. If the indemnified party chooses to be represented by counsel, it shall be at the indemnified party's sole cost and expense.

## **14. Limitation of Liability**

14.1 Except for breach of licence grants or restrictions contained in these Terms, in no event will either party be liable (whether direct or indirect) for:

- (a) any special, indirect or consequential loss;
- (b) any incidental, punitive and/or exemplary damages;
- (c) loss of profits;
- (d) loss of business or business interruptions;
- (e) loss of anticipated savings or loss of revenues;
- (f) loss of reputation or goodwill; and/or
- (g) any other kind of economic loss.

(collectively the "Excluded Damages") howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability.

14.2 Each party's total aggregate liability (in contract, tort, (including negligence) misrepresentation or otherwise or for breach of statutory duty or otherwise, shall be limited to the Fees paid by you to us in the twelve months immediately preceding the event giving rise to the claim.

## **15. Termination**

15.1 Either party may terminate the Order if:

- (a) the other party commits a breach of any material term or condition of these Terms and does not cure such breach within thirty (30) days of written notice thereof; or
- (b) the other party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or the other party is adjudged bankrupt.

15.2 Without affecting any other rights or remedies we may terminate the Services with immediate effect by giving written notice if you fail to pay any amount due under these Terms within 30 days of the due date for payment.

15.3 On termination of this agreement for any reason:

- (a) all licences and rights granted under these Terms shall immediately terminate and you shall immediately cease all use of the Services;
- (b) You shall promptly pay to us all outstanding Fee due under the Order.
- (c) Upon request of the other party, each party shall destroy (at the other party's option) all property belonging to the other Party then in its possession, including all Confidential Information, together with any copies and certify in writing to the other Party, the completion of this process. This obligation shall not apply to such Confidential Information that (a) the party is required to retain by (i) law or regulation; (ii) for archival purposes or (b) is contained in automatically made computer back-ups.
- (d) The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

## **16. Force Majeure**

16.1A party shall not be liable and be excused from the performance of any obligation under these Terms, except payment for any Service, arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of and not occasioned by the fault or negligence of such party, including without limitation to acts of God, acts of terrorism, acts of nature strikes, lockouts or other industrial disputes, failure of a utility service or transport or communication network, or delays of a supplier or subcontractor due to such causes.

## **17. Publicity**

17.1 We may include your company name and/or website's domain name & logo on our customer lists, testimonials and press releases related to the Services.

## **18. General**

18.1 **Amendments.** We reserve the right to revise and amend these Terms from time to time by giving not less than thirty (30) days prior written notice of the same and providing such amended version of the Terms to the Customer. The Terms shall be deemed to be automatically updated or amended in accordance with any such notice under clause 18.8 with effect from the date falling 30 days from the date that Pole Star gives the notice (or such other later date set out in the notice). Any update or amendment made under this clause shall apply to Orders made both before and after the effective date of such update or amendment.

- 18.2 Assignment.** You may not assign the Order and/or these Terms or any rights and obligations thereunder without our prior written consent and any purported assignment in violation of this provision shall be null and void.
- 18.3 Audit.** Upon reasonable notice by us, and not more than once annually (unless prior violations have been discovered), we may request to inspect and audit relevant your records to enable us to ensure your compliance with these Terms.
- 18.4 Authority.** Each person accepting these Terms on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to do so.
- 18.5 Communications.** You acknowledge that this its account is part of the StratumFive network, and, consequently, you may receive periodic commercial announcements and information regarding our services and those of our affiliates. You may request to be removed from our news mailing list at any time. In the event of such removal, you may, however, continue to receive communications regarding the Services to which you have subscribed.
- 18.6 Governing law and Jurisdiction.** The Subscription Agreement and these Terms shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 18.7 No partnership or agency.** The parties are independent contractors and nothing in this Terms will be construed to create a partnership, joint venture or employment relationship between the parties.
- 18.8 Notices.** Any notice or other communication required to be given to a party under or in connection with the Order shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 18.9** Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- 18.10 Survival.** These Terms will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favour they operate.
- 18.11 Third parties.** No provision of these Terms are intended to confer a benefit on or to be enforceable by, any person who is not a party to the Order.
- 18.12 Waiver; Unenforceable Terms.** No failure by us to enforce any of the Terms shall be construed as a waiver thereof, nor shall it affect your obligations or our

rights and remedies hereunder. If any part of this Terms are held to be unenforceable, that part will be amended to achieve its intended effect as nearly as possible, and the remainder of the Terms will remain in full force.