



STANDARD TERMS & CONDITIONS.v7\_230916

## STANDARD TERMS AND CONDITIONS

### Introduction

We are engaged in the business of providing certain publishing services and related products to authors and rights owners seeking to publish books or eBooks in which they own or control the copyright.

These *Standard Terms and Conditions* are to be read in conjunction with the *Services Order*, available for review or download at [www.swiftpublishing.co.uk](http://www.swiftpublishing.co.uk) or provided by us to you. Your signature on the Services Order represents and confirms that you have read, understood and accept these Standard Terms & Conditions. Together, these Standard Terms & Conditions, with your signed Services Order, shall form the Contract as defined below.

None of our employees, members, agents or other representatives are authorised to make any representation or warranty concerning the Services unless expressed by us in writing.

The Contract (the "Contract") is by and between Swift Publishing, with offices located at 20 – 22, Wenlock Road, London, N1 7GU ("Us", "We", or "Our") and the individual author named below ("You", "Your").

You wish to engage Us to provide certain publishing services for Your Manuscript or book, (the "Work") which may include but are not limited to a Publishing Package ("Publishing Package"), design, editorial, printing, eBook conversion and consultancy services (the "Services").

In consideration of the mutual promises and agreements set forth in the Contract, You and We ("the Parties") agree as follows:

### 1. The General Principles.

**1.1 Start Date.** The Contract begins on the date it is first signed by You, whether electronically or by hand ("Effective Date") and full payment is received.

**1.2 Application.** The Contract shall apply to the use and fulfilment of each Services Order authorised by You, including Services purchased after Your initial purchase and identified in subsequent Services Orders or Your requests for Additional Services related to Your Work that may not be included in a Services Order, ("Additional Services") Services provided without charge by Us to You, if any, and those acts incidental to fulfilment of Our responsibilities imposed by the Contract or applicable law.

**1.3 Amendments.** Despite Our efforts, circumstances may change over time that may require that We change the Contract, other terms and conditions governing the relationship between the Parties (such as privacy policies on the Site), or any editorial guidelines, forms, or other policies governing the Services in Our sole discretion. If You object to any changes, You may Terminate the Contract as outlined in Section 8 (Termination), and any refund in such event would be governed by Section 9 (Refunds).

**1.4 Notice of Amendment.** The changes referred to in the previous Section or any Section requiring Notification to the Contract, including, without limitation, contractual terms, pricing changes, substitutions, and other changes, may be communicated to You by Us by posting on Our Site, or communicated to You via written or electronic communication (collectively "Notification"). You are responsible for regularly reviewing Our Site for Notification of any changes. Changes to applicable terms will become effective upon Notification to You and; (1) Your continued use of Our Sites, or (2) Your acceptance of Our Services.

**1.5 Changes to Service Purchased.** If Our ability to fulfil Services becomes impaired or impossible, We may change or discontinue provision of any individual Service or group of Services included in any Services Order without prior notice: (1) to comply with applicable legal requirements, (2) in the event of the cessation or change to Our contract with a contractor impacting the Services that We are obliged to fulfil for You, (3) due to any other adverse economic circumstance which renders the supply of any Service uneconomical for Us, (4) in the event of a cancellation, postponement, or other change with respect to a scheduled event, (5) in the event of a failure of Us, whether temporary or permanent, to maintain adequate staffing or equipment to support such Service during the applicable time period, or (6) due to a Force Majeure Event. Your remedies if You object to any change to a Service You purchased are outlined in Section 8 (Termination), and Section 9 (Refunds).

**1.6 Entire Contract.** These Standard Terms & Conditions, together with all Services Orders and any other written documents referenced in these Standard Terms & Conditions expressly assented to by You, constitute the sole and entire Contract of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and contracts, both written and oral, with respect to such subject matter. Except as set out in this Section 1 (The General Principles), no oral communications or electronic communications between You and Our employees, Our Affiliates or Our contractors shall create any binding obligation upon Us.

**1.7 Variations.** Any variation or addition to the Contract must be agreed in writing by us and shall not be binding unless so agreed.

### 2. Term.

**2.1 The Term of the Contract.** The Contract shall continue in effect from the Effective Date until terminated by either You or Us, or both Parties (the "Term"), in the manner provided in Section 8 (Termination). Certain provisions may extend beyond the termination of the Contract.

### 3. The Services.

**3.1 Payment Precedes Fulfilment.** We are not obliged to fulfil the Services noted in each Services Order in accordance with the Contract until after Your full payment for such Services has been received.

**3.2 Costs for Additional Work.** At Your request, We may provide services that are not included in a Services Order, such as but not limited to editorial or design revisions ("Additional Services"). Additional Services that You request and that We fulfil shall result in additional charges at Our applicable rates for such services at the time that they are fulfilled.

**3.3 Timing of Services.** Despite Our efforts, Our ability to deliver Services is influenced by many factors beyond Our control. For this reason, We do not guarantee, and shall not be liable for, failing to provide any Service by any desired deadline.

### 4. Your General Obligations.

**4.1 Your Initial Obligations.** You shall, prior to Our obligation to perform any Services, perform the following acts: i. Provide a signed Services Order form. You shall confirm the Services selected with Us in a manner satisfactory to Us, including, without limitation, by submission of a completed Services Order form or, in the absence of completion of a written order form (such as a telephonic order), if, upon receipt of the order confirmation from Us, You fail to notify Us of any alleged inaccuracy in the order confirmation within five (5) business days. YOUR FAILURE TO REPLY WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF A SERVICES ORDER WILL BE DEEMED TO BE YOUR IRREVOCABLE ACKNOWLEDGMENT OF THE ACCURACY OF THE ORDER. ii. Payment. You must pay all amounts due, in full, in the amount noted on the Services Order Form or any subsequent order, in the manner and via the methods accepted by Us at the time payment is due.

**4.2 Cooperation and Civility.** You must cooperate with Us in all matters relating to the Services, including execution of documents and performance of reviews and providing approvals in the timeframes requested by Us. If Our performance of any obligation is prevented or delayed by any act or omission by You or Your agent(s), We shall not be deemed in breach of the Contract on account of such delay or non-performance or be otherwise liable for any costs, charges, or losses directly or indirectly sustained or incurred by You. You should communicate with Our employees, Our Affiliates or Our contractors in a civil manner at all times. Physical or verbal abuse, intimidation, harassment, threats, or stalking shall constitute a breach for which We may terminate the contract.

### 5. Services Obligations.

**5.1 General obligations.** Based on the Services that You have purchased, You may be required to determine or approve various aspects of the preparation of Your Work, including the appearance of the cover, galley and the list price of Your Work ("Recommended Retail Price" or "RRP" for books or "Digital List Price" or "DLP" for eBooks). *Note: the RRP or DLP is not necessarily the price of Your Work to the end customer. The RRP or DLP will be impacted by the format of Your Work (print, digital, etc.) and the distribution channel selected by You which may change them at their discretion.*

**5.2 Submission.** You shall submit within six (6) months of the Effective Date, (a) a copy of the text of Your manuscript, (b) images (if You choose to supply images) or other materials incorporated into the Work, and (c) any other necessary materials requested in order to permit Us to fulfil the Services Order (collectively items (a) through (c) above are the "Manuscript"). Failure to submit the items required in this Section within the six (6) month period will result in limitation of Refund availability as set out in Section 9 (Refunds).

**5.2.1 Submission Mechanisms.** YOU MUST RETAIN A COPY OF YOUR MANUSCRIPT before submitting it to Us by mail, email or other mechanism. The Manuscript shall be submitted in an acceptable format. We are not responsible in any manner for the loss of or damage to the Manuscript while in transit or in Our possession. If the Manuscript is not submitted in an acceptable format and You request Us to properly format the text, We may do so, but this will constitute Additional Services, and You may incur additional charges as a result. Alternatively, a Manuscript not submitted in an acceptable format may result in Us Terminating the Contract.

**5.2.2 Possession of Submitted Materials.** We may retain in Our possession the Manuscript submitted by You. We are not obligated to return to You any submitted materials or production files at any time or for any reason, nor are We obliged to preserve such submitted materials.

**5.3 Submissions Guide Compliance.** You are responsible for ensuring that the Manuscript submission complies with Our applicable Submissions Guide, available at [www.swiftpublishing.co.uk](http://www.swiftpublishing.co.uk), including, without limitation, restrictions regarding content, interior design, and cover design.

**5.3.1 Editorial services.** Unless You have paid for an editorial service pursuant to a Services Order, which requires Us to edit, We are not responsible for editing the Manuscript in preparation of the final Work. If You purchase editing services pursuant to a Services Order, You will nonetheless retain final approval with respect to suggested editing changes proposed by Us.

**5.4 Subcontractors.** We may subcontract all or parts of our service to third party providers and suppliers and other independent companies as long as all the commitments to you are held whole.

**5.5 Liability for third party provisions.** We shall have no liability to you arising out of or in connection with any act or omission on the part of any third party involved in the provision of the Services, including but not limited to third party provision of editorial, design, eBook conversion, marketing, publicity, distribution or printing services.

**5.6 Publication Format Selection.** You shall timely select the publication formats desired for the Work, from those recommended by and available from Us.

**5.7 Approval.** After Your approval of the Work by email, You waive any claim against Us or Our Affiliates, partners, or other contractors, arising from or related to any alleged omissions or other errors discovered subsequent to Your submission of the forms. After You approve the Work, You are responsible for any costs for any changes, corrections, or other Services, including Additional Services, requested by You.

**5.8 Title Registration.** We shall, if required, secure a unique International Standard Book Number (ISBN) on your behalf for each version of the Work where applicable.

**5.9 Rights to Manuscript and the Work.** All Background Intellectual Property Rights (IPR) shall be retained by you. There are generally three sets of IPR that are included in any Work; (a) the first set of IPR relates to the Manuscript or Your Work. You shall remain the sole and exclusive owner of all right, title, and interest in and to Manuscript and Your Work as initially submitted to Us. We shall have no right or license to use any Manuscript or Work except as permitted herein with respect to development of the resulting book in print or digital format; (b) the second set of IPR relates to content that We, Our employees, Our Affiliates or Our Contractors create as part of the Services that We offer ("Our Work Product"); and (c) the third set of IPR relates to the content that We own or that We license from third parties that We cannot transfer to You.

**5.10 Legal Responsibility for Content.** You are solely and fully responsible for the content of the Manuscript and the Work. We shall not be liable to any third party or other person or entity for the Manuscript or the Work, regardless of whether We had any knowledge or could have reasonably known of any illegal, unlawful, or objectionable content in Manuscript or the Work, including, but not limited to, pornography, information protected by privacy law, obscenity, blasphemy, libel, defamation, hate speech, or copyright infringement.

**5.11 Legal read.** If we reasonably consider it necessary to have the Work read for libel or other legal problems, the full cost of the reading shall be borne by you.

**5.12 Clearances.** You shall be responsible for obtaining any and all legal clearances required for the use of any third party Materials.

**6. Right of Publicity Claims.** To the fullest extent permitted by applicable law, You hereby irrevocably waive all legal and equitable rights relating to all Losses, liabilities, claims, demands, Actions (means a claim, suit, or administrative or other proceeding including, without limitation, government investigations, inquiries, and other requests), suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury, or distress or any similar claim or cause of action in tort, contract, or any other legal theory (collectively "Right of Publicity Claims") now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from Us, Our Affiliates or Our contractors exercise of these rights under this Right of Publicity grant and the use and exploitation of the Work, and whether resulting in whole or in part by the negligence of Us, Our Affiliates or Our contractors, or any other person or entity, covenants not to make or bring any such Right of Publicity Claims against Us, Our Affiliates or Our contractors, and forever releases and discharges Us, Our Affiliates, and Our contractors from liability under such Right of Publicity Claims.

## **7. Distribution.**

**7.1 General.** WE DO NOT WARRANT THAT ANY DISTRIBUTION CHANNELS WILL HOLD THE WORK FOR SALE, as this is up to the sole discretion of the distribution channels whether they will do so.

**7.2 Storage and Hosting.** You grant to Us the rights to copy, reproduce (in whole or in part), warehouse, host, store, use, transmit, and distribute tangible, electronic copies of the Manuscript and the Work (in any formats now or hereafter known, and using any computer, telecommunications or other hardware, software, and technologies now or hereafter known) as deemed necessary or appropriate by Us to facilitate the provision of Services specified in the Contract. This grant includes but is not limited to Our contractors, Us, and Our respective Affiliates.

**7.3 Direct Purchase Discounts.** You may purchase 'author copies' of Your Work directly from Us. Generally, the price You will pay is based on a discount off of the RRP of Your Work. The discount is generally based on the number of units purchased. We reserve the right to change the discount percentage at any time or to provide promotional discounts above the discount at Our discretion.

**7.4 Shipping.** Any 'author copies' ordered by You, including those books included in the Services provided, for copies of the Work shall be delivered within a reasonable time after We receive Your order and receive full payment, and is subject to availability of the Work. We shall not be liable for any delays, loss, or damage in transit. You must pay all applicable shipping and handling fees associated with Your purchase of the Work.

## **8. Termination.**

**8.1 Your Right to Terminate without Cause.** You may terminate the Contract without cause by providing at least thirty (30) days' advance written notice to Us of Your intent to terminate and specifying the date of termination. You shall remain liable for payment of the balance of any payments due pursuant to any outstanding Services Order(s), additional services, or other fees.

**8.1.1 Your Right to Terminate for Cause.** Excluding Force Majeure Events, You may terminate the Contract for cause in the event of a material breach by Us which remains uncured for thirty (30) days after Our receipt of written notice from You. You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Services Orders.

**8.2 Our Right to Terminate without Cause.** We may terminate the Contract, or any Services Order, at Our discretion at any time, whether or not cause exists.

**8.2.1 Our Right to Terminate for Cause.** We have the right to immediately suspend and/or to terminate any or all Services upon Our discovery of any breach of the Contract by You. A breach by You includes without limitation, a violation of any of the duties, representations, or warranties identified in the Contract. We also may terminate "for cause" in the event of (1) Our determination that affiliation with You or the Work has or might subject Us or Our Affiliates or contractors to public disapproval, (2) following receipt of a complaint, demand, or Action in any form (whether civil, by a government, or by informal communication asserting an Action or claim in relation to You or Your Work), made by a third party, (3) following receipt of notice from government or other person or entity that Royalties arising from the Work are subject to inquiry, investigation, Action, or garnishment (including, without limitation, due to a claim that the Work unlawfully generates proceeds for the perpetrator of a crime described in the Work) ("Adverse Commercial Circumstances"). In the event of Our Termination for cause, We retain the right to all payments previously paid by You, and You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Services Orders.

## 9. Refunds.

**9.1 Refunds following Termination.** Unless specifically noted in this Section, if You terminate the Contract, or any Services Order, You shall remain liable for payment of the balance of any payments due pursuant to any outstanding unpaid Services Orders or for any unpaid amounts for Additional Services, and no refund shall be due to You. Exception for a Publishing Package: You may be entitled to a refund of all or a portion of the amount You paid for a Publishing Package. The refund opportunity is exclusive to the amount paid for the Publishing Package as referenced in the Services Order. All other Services are non-refundable after purchase. You shall be entitled to a refund of the amount paid for a Publishing Package as follows: a. Prior to submission of the manuscript: 100% (less a £125 setup fee) b. After (a) above and prior start of interior design work: 50% c. After (b) but prior to final sign-off 25% Irrespective of (a-c) above, after six (6) months from the Effective Date no refund is due to You. With the exception of Section 9.2 below, no refunds are due to You after Termination by Us, if such Termination arises due to either Your violation of any obligation imposed by the Contract, or Adverse Commercial Circumstances relating to You, or the Work in any way.

**9.2 Refunds as a Result of Non-Compliance with Content Guidelines.** If after review of Your Manuscript, We Terminate the Contract due to Your non-compliance with the content guidelines as stated in the Contract, We shall refund to You the full amount paid for Your Publishing Package pursuant to the Services Order(s) less one hundred and twenty (£125) GBP (which will be assessed as Our charge to review the Manuscript for compliance with Our content guidelines).

**9.3 Mutual Termination.** Upon the Parties' agreed mutual termination of the contract, which may only be enforced if entered into by a signed writing, signed by You and Our authorized representative, any refunds due shall only be as specified in such signed writing.

**9.4 Timing of Refund Issuance.** We shall make commercially reasonable efforts to process any refund due to You within thirty-five (35) days of the date of the applicable termination, absent any extenuating circumstance or dispute regarding the applicability or amount of refund. We may refund to You via the payment mechanism that You paid Us with, or such other mechanism, in Our discretion.

## 10. Representations and Warranties.

**10.1 Intellectual Property Rights.** You represent and warrant that (a) You are either the sole author and sole owner of the copyright of the Manuscript (which includes all content therein), and (b) You are either the owner of the copyright and/or trademark in any associated cover or interior graphics supplied by You in the Manuscript or You have secured written permission (which You must furnish to Us, together with any required third-party credits during the initial content evaluation period) to use the copyright and/or trademark in the Manuscript.

**10.2 No Infringement.** You represent and warrant that neither the Manuscript nor the Work, in whole or in part, infringes any copyright or violates any right of privacy or publicity or other personal or property right whatsoever, or contains any libellous matter or matter otherwise contrary to law; that no recipe, formula, or instruction contained in the Manuscript or the Work is injurious to the user; that neither contains any information deemed private by applicable law, including, without limitation, the national insurance number, address, date of birth, or private financial information of any person or entity; and that all statements asserted as facts are based on Your careful investigation and research for accuracy. As of the date hereof, there are no pending or, to Your knowledge, threatened claims, litigation, or other proceedings pending against You by any third party, based on any state of facts that would constitute a breach of any of Your representations and warranties herein, nor have any such claims ever been levied against You historically with respect to the content or title of the Manuscript or the Work.

**10.3 Right and Competence to Contract.** You represent and warrant that You are at least eighteen (18) years of age at the time of entry into the Contract and are otherwise competent to enter the Contract. You additionally have the full right, power, and authority to perform its obligations. You have the full right, power, and authority to grant the rights granted to Us hereunder and have not assigned, pledged, or otherwise encumbered the Manuscript and/or the Work, and You have obtained all rights, clearances, and permissions necessary to grant such rights to Us without any further payment obligation by Us. You shall maintain such licenses and consents throughout the Term, and thereafter, as necessary to comply with the obligations imposed upon You by the Contract.

**10.4 Accuracy.** You represent and warrant that all information communicated to Us by You is accurate. You shall immediately update any information which becomes inaccurate with accurate information.

**10.5 Transmission.** You represent and warrant that the Manuscript submission(s) will not contain any virus, trojan horse, worm, backdoor or other software or hardware devices, the effect of which is to permit unauthorized access or to disable, erase, or otherwise harm any computer, systems or software, any time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of a person or entity other than an authorized licensee or owner of a copy of the program or the right and title in and to the program, or any shareware or open source code, or other software which could require disclosure or licensing to any third party of any source code with which such software is used or compiled.

## 11 Disclaimer of Warranties.

**11.1 SALES ARE NOT GUARANTEED.** WE MAINTAIN NO CONTROL OVER THE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS, AND, AS SUCH, WE CANNOT AND DO NOT GUARANTEE SALES OF YOUR WORK. WE MAKE NO GUARANTEES OR PROMISES AS TO THE MINIMUM SUCCESS OF THE SERVICES OR THE AMOUNT OF BOOK SALES WHICH MAY RESULT FROM ANY OR ALL OF THE SERVICES. WE ARE NOT LIABLE TO YOU OR ANY PERSON OR ENTITY IF THE WORK DOES NOT SELL TO YOUR EXPECTATIONS OR AT ALL.

**11.2 GENERAL DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY WARRANTIES OR REPRESENTATIONS EXPLICITLY SET FORTH IN THE CONTRACT, WE MAKE NO OTHER WARRANTY AND EXPLICITLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM OR USAGE IN THE TRADE, OR OTHERWISE) WITH RESPECT TO THE SERVICES, OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR

ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WARRANTY OF TITLE, AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

## 12. Indemnification.

**12.1 General Indemnification.** You shall fully indemnify and hold harmless, Us, Our Affiliates, Our partners, and other contractors, booksellers, and distributors, and each such entity's officers, directors, employees, agents, insurers, contractors, successors, and permitted assigns from and against any claim, cause of action, demand, Action, proceeding, Losses, liability, cost, expense (including reasonable lawyers' fees) or damages arising out of or resulting from a breach of contract, including, without limitation, any breach or alleged breach of any of Your foregoing representations, warranties, and obligations. Until any claim for indemnity hereunder has been fully satisfied, We may retain all payments due You, if any, and/or We may cease providing any further Services, and You shall have no right to receive a refund of any monies paid by You to Us.

**12.2 Survival.** All warranties and indemnities herein contained shall survive the termination of the Contract.

## 13. Remedies.

**13.1. Required Notice.** We shall not be liable for Our breach of the Contract unless You supply written notice, in the manner provided for notice in Section 15.2 (Notices), of the alleged breach, reasonably described, to Us within thirty (30) days of the date when You discover or ought to have discovered such breach and We fail, during that thirty (30) day period, to cure the specified breach.

**13.2 Change to Terms or Services.** Your sole and maximum remedy in the event of discontract with any unilateral change to the terms and conditions by Us, or the elimination or substitution of a Service, is a refund for Services as set forth in the Section 9 (Refunds).

**13.3 LIMITATION OF LIABILITY.** IN NO EVENT SHALL WE OR ANY OF OUR PERSONNEL, OUR AFFILIATES OR OUR CONTRACTORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR, OUR AFFILIATE'S, OR OUR CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO US BY YOU PURSUANT TO THE APPLICABLE SERVICES ORDER.

**13.4 Maximum liability.** Our entire and maximum liability under or in connection with the Contract or otherwise shall not exceed the amount of the Charges paid by you for the Services.

## 14. Dispute Resolution.

**14.1 Statute of Limitation.** You must file for Arbitration for damages arising directly or indirectly from the Contract no later than one hundred eighty (180) days after any portion of Your claim has accrued. You waive the right to file an Action arising directly or indirectly from the Contract under any longer statute of limitations.

**14.2 Governing Law.** The Contract shall be governed by and construed in accordance with the laws of England and, subject to this clause, the parties submit to the nonexclusive jurisdiction of the Courts of England.

## 15. Miscellaneous.

**15.1 Communication.** Phone, Email, and Other Communications from Us. You consent to allow Our employees to communicate with You via telephone, email, and any other contact point supplied by You, both for the purpose of fulfilling the Services and for the purpose of educating You about additional available Services, discounts, sales, products, or other opportunities offered by Us at times, and at a frequency determined in Our reasonable discretion. You acknowledge and agree that We are authorized to record, in whole or in part, phone conversation between Us and You without further disclosure.

**15.2 Notices.** All notices by You to Us asserting any breach, prior to Your right to terminate for cause, or notices to terminate, must be supplied in writing and sent by overnight courier or by certified mail, return receipt requested, to Our address.

**15.3 Contact Information.** You are responsible for supplying, via written notice, complete and current contact information. We are not responsible for any delays or Your failure to receive payment, or any other harm, caused by Your failure to maintain accurate current and complete contact information with Us.

**15.4 Non-Exclusivity.** We retain the right to perform the same or similar type of Services for third Parties before, during, and after the Term of the Contract.

**15.5 Conflict in Provisions.** Except to the extent that any such other mutually signed document includes language specifying the exact provision of the Contract which is replaced by the terms of such later-signed document, in the event of any conflict between the Term and provisions of the Contract document and those of any Services Order or other document, the following order of precedence shall govern: (a) first, these Standard Terms and Conditions, (b) second, the applicable Services Order(s); (c) then any other written, signed, and assented-to arrangement between the Parties.

**15.6 Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither of the Parties shall have authority to contract for or bind the other Party in any manner whatsoever.

**15.7 Assignment/Delegation.** You may not assign any of Your rights or delegate any of Your obligations under the Contract without the prior written consent of Us. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves You of any of Your obligations under the Contract. We may assign Our rights or delegate any of Our obligations under the Contract to any of Our Affiliates, Our employees, or to any partner or contractor in Our discretion, or to any person or entity acquiring all or substantially all of Our business and assets.

**15.8 Waiver.** No waiver by Us of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by an authorized representative of Us. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**15.9 Severability.** If any Term or provision of the Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other Term or provision of the Contract or invalidate or render unenforceable such Term or provision in any other jurisdiction. Upon such determination that any Term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Contract, so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**15.10 Force Majeure.** We shall not be liable or responsible to You, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract when and to the extent such failure or delay is caused by or results from acts beyond Our reasonable control, including, without limitation: acts of God; flood, fire, or explosion; war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; Actions, embargoes, or blockades in effect on or after the date of the Contract; national or regional emergency, revolution, insurrection, epidemic; lockouts, strikes, labour stoppages, or slowdowns, or other industrial disturbances (whether or not relating to Our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; compliance with any law or governmental order, rule, regulation or direction, or any Action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, including the cessation, permanently or temporarily, of government operations, or failing to grant a necessary license or consent; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the reasonable control of such Party (each of the foregoing a "Force Majeure Event").

**15.11 Good faith.** Both parties shall act in good faith at all times and shall use their reasonable endeavours to work together to resolve all issues and disputes relating to Services before seeking any other remedy.