

onecom

OneCloud

Customer Agreement



Onecom Limited

OneCloud Customer Agreement

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this customer agreement.

Acceptable Use Policy	the acceptable use policy document of Onecom (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/
Applicable Law	the laws of England and Wales and any other laws and regulations that apply to providing or receiving the OneCloud Services
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
Confidential Information	information concerning the business, affairs, customers, clients or suppliers of the other party
Customer	the contracting party wishing to receive the OneCloud Services
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, and appropriate technical and organisational measures	have the meanings given in the Data Protection Legislation
Customer Data	the data input by the Customer, Users, or Onecom on the Customer's behalf (which may consist of Personal Data) for the purpose of using the OneCloud Services or facilitating the Customer's use of the OneCloud Services
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party
Data Protection Losses	all liabilities, including all: <ul style="list-style-type: none"> (a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (b) to the extent permitted by Applicable Law: <ul style="list-style-type: none"> (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and (iii) the reasonable costs of compliance with investigations by a Supervisory Authority
Effective Date	the date upon which Onecom commences the provision of the OneCloud Services to the Customer
Force Majeure Event	an event or circumstance beyond a party's reasonable control
Normal Business Hours	8.30am to 17.30pm on each Business Day
Onecom	Onecom Limited incorporated and registered in England and Wales with company number 04031272 whose registered office is at Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ

Privacy Policy	Onecom's privacy policy (as amended from time to time) at https://onecom.co.uk/privacy-policy/ (or any other online address that Onecom advises the Customer of)
OneCloud Platform	the OneCloud online platform (at the web address notified to the Customer by Onecom) that provides customers with access to information, resources and functionality in respect of the goods and services provided by (or available from) Onecom, including analytics, billing, pricing, quoting and ordering, or such other functionality as Onecom may determine from time to time
OneCloud Services	the OneCloud services made available by Onecom to the Customer under this customer agreement via the OneCloud Platform
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation
Term	shall have the meaning given to it in clause 12.1
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018
User Logins	the user logins (comprising username and password) which allow Users to access and use the OneCloud Services in accordance with this customer agreement
User	any person who uses OneCloud Services
User Terms	the terms of use presented to Users for acceptance upon first log in of the OneCloud online platform and thereafter from time to time as may be required by Onecom
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices

1.2 Clause headings shall not affect the interpretation of this customer agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to **writing** or **written** includes e-mail.

2 Users

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this customer agreement, Onecom hereby grants to the Customer a non-exclusive, non-transferable right to permit authorised Users to use the OneCloud Services during the Term solely for the Customer's internal business operations.
- 2.2 In relation to the Users, the Customer undertakes that:
 - 2.2.1 it will not allow any User Login to be used by more than one User;
 - 2.2.2 each User shall keep a secure password for their use of the OneCloud Services, and that each User shall keep their password confidential; and
 - 2.2.3 it shall be responsible for maintaining the list of current Users and their permissions within the OneCloud Platform.
- 2.3 No authorised User will be allowed use of or access to the OneCloud Services unless they have accepted the User Terms.

3 Customer Obligations

- 3.1 Without prejudice to the Acceptable Use Policy, the Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the OneCloud Services that:
 - 3.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.1.2 facilitates illegal activity;
 - 3.1.3 depicts sexually explicit images;
 - 3.1.4 promotes unlawful violence;
 - 3.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.1.6 in a manner that is otherwise illegal or causes damage or injury to any person or property,
- 3.2 and Onecom reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 3.3 Without prejudice to the Acceptable Use Policy, the Customer shall not:
 - 3.3.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this customer agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the OneCloud Platform in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the OneCloud Platform; or
 - 3.3.2 access all or any part of the OneCloud Services in order to build a product or service which competes with the OneCloud Services; or
 - 3.3.3 use the OneCloud Services to provide services to third parties; or
 - 3.3.4 subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the OneCloud Services available to any third party except the authorised Users, or
 - 3.3.5 attempt to obtain, or assist third parties in obtaining, access to the OneCloud Services, other than as provided under this clause 2.
- 3.4 The Customer shall:
 - 3.4.1 use all reasonable endeavours to prevent any unauthorised access to, or use of, the OneCloud Services and, in the event of any such unauthorised access or use, promptly notify Onecom; and
 - 3.4.2 only use the OneCloud Services in accordance with the Acceptable Use Policy.

4 OneCloud Services

- 4.1 Onecom shall, during the Term, provide the OneCloud Services to the Customer on and subject to the terms of this customer agreement.
- 4.2 Onecom shall use commercially reasonable endeavours to make the OneCloud Services available during Normal Business Hours, but gives no guarantee or warranty in this respect.
- 4.3 Where the Customer uses the OneCloud Services to order goods and/or services from Onecom (to the extent that such functionality is made available), such order shall be subject to Onecom's applicable terms and conditions.

5 Data Protection

- 5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 5.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Onecom is the Processor.

- 5.3 Without prejudice to clause 5.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to Onecom.
- 5.4 The following table sets out the scope, nature and purpose of processing by Onecom, the types of Personal Data and categories of Data Subject being processed for the purposes of this customer agreement:

Subject matter	The processing of the Data Subjects' Personal Data in order to provide the Customer with the OneCloud Services.
Duration	Throughout the term of this customer agreement.
Categories of data	Any Personal Data transferred by the Customer to Onecom under this customer agreement, including, but not limited to: <ul style="list-style-type: none"> • title; • full name; • job title; • telephone numbers and other contact details; and • details related to use of the Services (which may include: description, duration, number of calls, destination of call, where the call is made from (e.g. mobile or fixed line), date and time of call, caller's location, call recipient's location, recipient's telecoms provider).
Categories of Data Subjects	Users
Nature of processing	Storing and using the information to fulfil this customer agreement.
Purposes of processing	To provide the Customer (and the Data Subjects) with OneCloud Services pursuant to this customer agreement.

- 5.5 Without prejudice to the generality of clause 5.1, Onecom shall, in relation to any Personal Data processed by Onecom in connection with this customer agreement:
 - 5.5.1 process the Personal Data only in accordance with this customer agreement unless Onecom is required by Applicable Law to otherwise process that Personal Data. Where Onecom is relying on Applicable Law as the basis for processing Personal Data, Onecom shall notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Onecom from so notifying the Customer. Onecom shall inform the Customer if, in the opinion of Onecom, any of its instructions infringes or may infringe Data Protection Legislation;
 - 5.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 5.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 5.5.4 not transfer any Personal Data outside of the United Kingdom other than to Onecom's approved subcontractor, Onecom Technology (India) Private Limited, provided that Onecom shall ensure that any such transfer is effected in accordance with the Data Protection Legislation;
 - 5.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.5.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 5.5.7 maintain records to demonstrate its compliance with this clause 5 and allow for the Customer or the Customer's designated auditors to review, audit and inspect such records for the purposes of verifying such compliance; and
 - 5.5.8 unless agreed otherwise in writing by Onecom, Onecom shall delete Personal Data after 24 months of termination or expiry of this customer agreement unless Onecom is required by Applicable Law to continue to process that Personal Data, in which case the requirements set out in this clause 5 shall continue to apply to such Personal Data for as long as such Personal Data is processed by Onecom.

- 5.6 The Customer consents to Onecom appointing third-party processors of Personal Data (**Sub-Processors**) as set out in the Privacy Policy. Onecom confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5. As between the Customer and Onecom, Onecom shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 5.6.
- 5.7 Onecom may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 5.8 The Customer shall indemnify and keep indemnified Onecom in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by Onecom and any Sub-Processor arising from or in connection with any:
- 5.8.1 non-compliance by the Customer with the Data Protection Legislation; or
- 5.8.2 breach by the Customer of any of its obligations under clause 5, except to the extent Onecom is liable under clause 5.9.
- 5.9 Onecom shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this customer agreement:
- 5.9.1 only to the extent caused by the processing of Personal Data under this customer agreement and directly resulting from Onecom's breach of clause 5; and
- 5.9.2 in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this customer agreement by the Customer.
- 5.10 If a party receives a compensation claim from a person relating to processing of Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
- 5.10.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
- 5.10.2 consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under this customer agreement for paying the compensation.
- 5.11 The parties agree that the Customer shall not be entitled to claim back from Onecom any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Onecom in accordance with clause **Error! Reference source not found.**
- 5.12 This clause 5 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Legislation to the contrary, except:
- 5.12.1 to the extent not permitted by Applicable Law (including Data Protection Legislation); and
- 5.12.2 that it does not affect the liability of either party to any Data Subject.
- 6 Onecom's obligations**
- 6.1 Onecom undertakes that the OneCloud Services will be performed with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the OneCloud Services contrary to Onecom's instructions, or modification or alteration of the OneCloud Services by any party other than Onecom or Onecom's duly authorised contractors or agents. If the OneCloud Services do not conform with the foregoing undertaking, Onecom will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Onecom:
- 6.2.1 does not warrant that the Customer's use of the OneCloud Services will be uninterrupted or error-free; or that the OneCloud Services and/or the information obtained by the Customer through the OneCloud Services will meet the Customer's requirements; and
- 6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the OneCloud Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 This customer agreement shall not prevent Onecom from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this customer agreement.
- 7 Customer's obligations**
- The Customer shall
- 7.1 provide Onecom with:
- 7.1.1 all necessary co-operation in relation to this customer agreement; and
- 7.1.2 all necessary access to such information as may be required by Onecom in order to provide the OneCloud Services, including but not limited to Customer Data, security access information and configuration services;
- 7.2 comply with all Applicable Laws with respect to its activities under this customer agreement;
- 7.3 carry out all other Customer responsibilities set out in this customer agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Onecom may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 7.4 ensure that Users use the OneCloud Services in accordance with the terms and conditions of this customer agreement and shall be responsible for any authorised User's breach of this customer agreement;
- 7.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Onecom, its contractors and agents to perform their obligations under this customer agreement, including without limitation the OneCloud Services;
- 7.6 ensure that its network and systems comply with the relevant specifications provided by Onecom from time to time; and
- 7.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Onecom's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8 Proprietary rights**
- 8.1 The Customer acknowledges and agrees that Onecom and/or its licensors own all Intellectual Property Rights in the OneCloud Services. Except as expressly stated herein, this customer agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the OneCloud Services.
- 8.2 Onecom confirms that it has all the rights in relation to the OneCloud Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this customer agreement.
- 8.3 The Customer grants Onecom with a perpetual, irrevocable, payment-free, worldwide license to reproduce, transfer, modify, adapt and/or publish any Customer Data, as Onecom may reasonably see fit and without notice to the Customer, in compliance with Applicable Laws.
- 9 Confidentiality**
- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this customer agreement. Each party undertakes that it shall not at any time during the term of this customer agreement, and for a period of two years after expiry or termination of this customer agreement, disclose to any person any Confidential Information, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this customer agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 9; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.4 The Customer acknowledges that details of the OneCloud Services, and the results of any performance tests of the OneCloud Services, constitute Onecom's Confidential Information.
- 9.5 Onecom acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.6 The above provisions of this clause 9 shall survive termination of this customer agreement, however arising.
- 10 Indemnity**
- The Customer shall indemnify and hold harmless Onecom against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the OneCloud Services in breach of the terms of this customer agreement.
- 11 Liability**
- 11.1 The Customer assumes sole responsibility for results obtained from the use of the OneCloud Services by the Customer, and for conclusions drawn from such use. Onecom shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Onecom by the Customer in connection with the OneCloud Services, or any actions taken by Onecom at the Customer's direction.

- 11.2 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this customer agreement.
- 11.3 The OneCloud Services are provided to the Customer on an "as is" basis.
- 11.4 The inclusion of links on the OneCloud Platform to third party sites does not imply our endorsement of such sites. Onecom accepts no responsibility or liability in respect of such third party content, services and sites.
- 11.5 The Customer acknowledges that the OneCloud Services are provided by Onecom free of charge and as a result Onecom shall not be held liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any direct, special, indirect or consequential loss, costs, damages, charges or expenses incurred by the Customer as a result of the provision of or use of the OneCloud Services by the Customer.
- 11.6 Nothing in this customer agreement excludes the liability of Onecom:
- 11.6.1 for death or personal injury caused by Onecom's negligence;
- 11.6.2 for fraud or fraudulent misrepresentation; or
- 11.6.3 under clause 5.9.
- 12 Term and termination**
- 12.1 Subject to clause 12.2, this customer agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms of this customer agreement (**Term**).
- 12.2 Unless agreed otherwise by Onecom, this customer agreement will automatically terminate upon termination (howsoever occurring) of the applicable agreement between the Customer and Onecom for the provision of telecommunication services by Onecom.
- 12.3 For the avoidance of doubt, as the OneCloud Services are provided free of charge, Onecom may suspend or alter the OneCloud Services, or terminate this customer agreement, at any time.
- 12.4 On termination of this customer agreement for any reason:
- 12.4.1 the Customer shall make no further use of the OneCloud Platform and any other items (and all copies of them) belonging to Onecom that were provided pursuant to this customer agreement;
- 12.4.2 Onecom may destroy or otherwise dispose of any of the Customer Data in its possession; and
- 12.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this customer agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 13 Force majeure**
- Onecom shall have no liability to the Customer under this customer agreement if it is prevented from or delayed in performing its obligations under this customer agreement, or from carrying on its business, by a Force Majeure Event.
- 14 Variation**
- 14.1 Onecom may change this customer agreement (including changing the OneCloud Services) where required: (a) to comply with Applicable Law or regulation; (b) pursuant to clause 5.7; (c) because of a change imposed by a third party supplier; or (d) because of a change made to the OneCloud Services. Onecom shall provide the Customer with as much notice as is reasonably practicable of a change made under (a) or (b), and at least 30 days' notice for a change made under (c) or (d).
- 14.2 Save as set out in clause 14.1, no variation of this customer agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15 Waiver**
- No failure or delay by a party to exercise any right or remedy provided under this customer agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16 Rights and remedies**
- 16.1 Except as expressly provided in this customer agreement, the rights and remedies provided under this customer agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17 Severance**
- 17.1 If any provision (or part of a provision) of this customer agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18 Entire agreement**
- 18.1 This customer agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.2 Each of the parties acknowledges and agrees that in entering into this customer agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this customer agreement or not) relating to the subject matter of this customer agreement, other than as expressly set out in this customer agreement.
- 19 Assignment**
- 19.1 The Customer shall not, without the prior written consent of Onecom, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this customer agreement.
- 19.2 Onecom may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this customer agreement.
- 20 No partnership or agency**
- Nothing in this customer agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 21 Third party rights**
- This customer agreement does not confer any rights on any person or party (other than the parties to this customer agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 22 Governing law and Jurisdiction**
- 22.1 This customer agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this customer agreement or its subject matter or formation (including non-contractual disputes or claims).