1. GENERAL

a. Quotations and Development Agreements supplied by Push Logic Ltd shall remain open for acceptance by the customer for a period of 14 days from the date of the quotation, unless the quotation specifies some other period, or the quotation is withdrawn by Push Logic Ltd.

b. A contract will only become binding upon Push Logic Ltd receiving a fully completed and signed Development Agreement and deposit payment.

c. This contract is subject to these conditions.

> 1. Push Logic Ltd reserves the right to vary the terms of the contract from time to time.

> 2. Notice of such variation and a current version of Push Logic Ltd's standard terms and conditions may be found on Push Logic Ltd's website.

> 3. These conditions shall apply to goods and products in the same way as they apply to the services.

d. Where the customer is a limited company, the services are provided upon the condition that the officers of the limited company are personally liable for, and hereby guarantee all sums payable by the customer to Push Logic Ltd. If the customer does not make payment of any sums due to Push Logic Ltd within 7 days of receipt of a written demand from Push Logic Ltd (such demand not to be made sooner than the due date), then the officers of the limited company will make payment on behalf of the customer.

2. PRICES

a. The price for the services we provide shall be that stated in any relevant quotation and/or confirmed in a Development Agreement.

b. In relation to any ongoing services:

> 1. Push Logic Ltd shall be entitled to increase its prices at least once in any rolling 12 month period; and in any event, the price of the ongoing services shall increase automatically on the anniversary of this contract. Push Logic Ltd may impose any such increased charges at any time after the anniversary date of the contract.

> 2. Push Logic Ltd shall notify the customer of any price increases by email at least 7 days before any such price increase takes effect. For the avoidance of doubt, the issue of an invoice setting out the increased charges may constitute notice pursuant to this clause.

> 3. Where services are provided on a monthly basis the minimum term will be 12 months unless specified otherwise in the Development Agreement. Any cancellation of services before this 12 month period has ended will cause the full 12 months' fees remaining in the agreement to become due immediately and in full.

> 4. Where services are cancelled after the initial 12 month period, 1 month's notice is required. Any part-of-month used will be billed for the full month at the applicable rate.

3. TERMS OF PAYMENT

a. Prices quoted are net and in Pounds Sterling.

b. In relation to any order for website design services with a total value of less than £2,500, the customer shall pay to Push Logic Ltd:

> 1. A minimum, non-refundable deposit of 40% of the value of the order at the time of submission of the order.

> 2. The balance is payable in a second instalment of 60% of the value of the order after 4 weeks unless specific timescales are agreed in advance and written into the Development Agreement.

3. All balance payments must be made on their due dates whether the project has been completed or not.

4. Push Logic Ltd reserves the right to cease providing services if payments are not made on time.

c. In relation to any order for website design services with a total value of £2,500 or more, the customer shall pay to Push Logic Ltd:

1. A minimum, non-refundable deposit of 35% of the value of the order at the time of submission of the order.

2. A second 'interim' instalment of 25% of the value of the order is due after 4 weeks; and

3. The balance is payable in a third instalment of 40% of the value of the order after 8 weeks from the initial order date unless specific timescales are agreed in advance and written into the Development Agreement.

4. Push Logic Ltd reserves the right to cease providing services if interim payments and/or balances are not paid on their due dates.

d. Where credit terms have been agreed, the customer will pay a 50% deposit at the time of the order. The balance of the value of the order shall be paid over 5 months at 10% of the balance per month.

e. All credit payments must be paid on or before the due dates as defined in the Development Agreement.

f. Where credit payments are not paid on their due dates Push Logic Ltd reserves the right to cease providing services.

g. In respect of ongoing services, the customer shall, at the time of submission of an order to Push Logic Ltd, pay a non-refundable sum equivalent to 100% of the amount to be paid on a recurring basis attributable to each of the ongoing services. For the avoidance of doubt, such charges may be levied on a monthly, quarterly or annual basis. Thereafter, charges for ongoing services will be invoiced to the customer on a regular recurring basis in advance, in accordance with the current published fees.

h. In respect of SEO services, Pay Per Click and development services the customer may be required to pay a non-refundable set up fee at the time of submission of an order. If a monthly service should be cancelled before the minimum term of 12 months, we reserve the right to charge any setup fees which were initially waived.

i. All other services are billed by the hour. Discounts are available for full day bookings, full week bookings and full month bookings.

j. Services that are based on monthly plans such as Monthly Development, SEO, Support, Maintenance, Cloud Services, Cloud Servers, NameServers, Physical Servers or Exchange email run on a monthly rolling basis. Cancellations must be put in writing to billing@pushlogic.co.uk and require a minimum of one full month's notice.

k. Monthly Development, Support, Maintenance, Server plans and all retainers are based on Push Logic Ltd providing a number of hours per month for that service, or combination of services. Unused hours each month will NOT stack to the following month(s). It is the client's responsibility to use their hours effectively within the month's allocation. In the case of cancellation of a retained service by the client, any stacked hours will be removed and no longer usable. It is the client's responsibility to use their hours effectively and before cancelling.

l. All over-payments from any services will be added to Support and Maintenance accounts.

m. Monthly plans are due for payment on the first of each month by direct debit or standing order. In the case of a direct debit or standing order being cancelled by the customer, Push Logic Ltd reserves the right to cease providing services immediately. All stacked hours and retainers will be removed and no longer usable.

n. All other services' fees are either payable in advance of any work being carried out, on completion of the agreed scope of service, or partially in advance with a balance on completion.

o. Where invoices are issued with a balance due on completion of the service or services, we allow a reasonable period of seven days from the date of the invoice, within which, we require payment of the invoice in full.

p. Push Logic Ltd does not issue invoices with payment terms in excess of seven days unless specifically stated within a contract or Development Agreement.

q. Failure to make any payment by its due date may result in the suspension and/or disconnection of any of the services provided without any liability to Push Logic Ltd.

r. The customer will make payments due to Push Logic Ltd by any one or more of the following means:

1. Bank transfer

2. Credit or debit card payment

s. If the customer fails to pay an invoice by the due date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount for the period from the day after the due date until the date of receipt (whether before or after judgment) together with any reasonable and proper amounts incurred by Push Logic Ltd in seeking to recover such late payment from the customer (including, without limitation, legal fees).

t. In the event of no response, contact, communication or correspondence being forthcoming from a customer after a period of 6 months, Push Logic Ltd reserves the right to cease work on that customer's projects. No fees will be refunded and Push Logic Ltd will pursue any outstanding fees regardless of the completeness of the projects.

4. WEBSITE DESIGN / DEVELOPMENT

a. Specification of a website design or development project is laid out in the Development Agreement, Push Logic Ltd shall provide website design and development services based on this specification. Push Logic Ltd agrees to build and/or develop the relevant website in accordance with this specification. In the event of a dispute arising as to whether the website satisfies the specification, Push Logic Ltd's decision shall be final and binding.

b. The Customer shall provide to Push Logic Ltd in a timely and suitable manner and in a format requested by Push Logic Ltd, such information as may be reasonably necessary to enable us to complete the website in accordance with the agreed specification, provided that the customer shall not supply any information which infringes the Intellectual Property Rights of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material.

c. The customer unconditionally guarantees that any element of text, graphics, music and/or the customer content/data or other artwork furnished to Push Logic Ltd for inclusion in the website is owned by the customer, or that the customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Push Logic Ltd and its subcontractors from any claim or suit arising from the use of such elements furnished by the customer.

d. Push Logic Ltd shall convert the Information and/or customer content/data into a display-ready format for the website, to meet the specification.

e. If the Information and/or customer content/data is not in a suitable digital format, as agreed between Push Logic Ltd and the customer, an additional charge will be made for its conversion.

f. Push Logic Ltd may agree to carry out such changes to the website as the customer reasonably requires, provided that the cost of such changes shall be in addition to the charges and shall be paid by the customer where the changes are required as a result of the customer's desire to depart from the specification.

g. All features, functionality and any other work required by the customer that are in addition to the original specification outlined in the Development Agreement will be chargeable at the current hourly development rate or a fixed price where appropriate.

h. In the event that any custom source code needs to be compiled within the development cycle then it is the sole property of Push Logic Ltd. You have a lifetime licensing fee to use any custom source code as part of the

development cycle but any distribution of such custom source code is strictly prohibited.

5. RESPONSIBILITY FOR APPROVING A WEBSITE'S CONTENT

a) The customer acknowledges and agrees that Push Logic Ltd shall produce the website based on the specification as provided by the customer.

b) Content provided should be accurate, free from errors and formatted according to the requirements Push Logic Ltd will notify the customer of.

c) It shall be the responsibility of the customer, not Push Logic Ltd, to review and approve the contents of the website including, without limitation, the spelling of words, capitalisation of names and addresses and the accuracy of telephone numbers, email addresses and data as soon as is reasonably possible.

d) Push Logic Ltd shall have no liability to the customer for any inaccuracies in the website.

e) Where Push Logic Ltd is required to rewrite the content provided by the customer due to inaccuracies we will charge an hourly rate to do so.

6. SEARCH ENGINE OPTIMISATION SERVICES

a) Where specified in the Development Agreement, Push Logic Ltd shall provide SEO services. Push Logic Ltd shall use its reasonable endeavours to improve the ranking of the website in the nominated search engines, however, Push Logic Ltd does not in any way guarantee the results of such endeavours. For the avoidance of doubt, the customer accepts that Push Logic Ltd cannot guarantee any particular or specific position or ranking on any search engine, or the increase of any business to the customer in respect of any of the services provided.

b) Push Logic Ltd shall have no liability to the customer for any changes to the position of the website in the nominated search engine results in response to a search.

c) SEO services may not be suspended during the contract term.

d) SEO services will be provided subject to the signing of an ASEOP (Advanced Search Engine Optimisation Programme) Agreement which will be written as required.

e) Payments for SEO services must be paid by standing order on the 1st day of each month unless specified otherwise in an ASEOP Agreement.

7. WEB HOSTING AND DOMAIN NAMES SERVICE

a) Where specified in the Development Agreement, Push Logic Ltd shall provide web and email hosting services as well as domain names.

b) The term 'hosting' refers to provision of web servers, mail servers, database servers and ftp servers in part or in any combination.

c) Hosting always runs in periods of 12 months and includes domain name renewals. The start date and term will be specified in the Development Agreement, if not specified is deemed to run from the date of the Development Agreement for a period of 12 months.

d) Hosting fees are paid in advance of the term unless the customer subscribes to a monthly hosting plan which runs for a minimum term of 12 months.

e) Hosting and domain name renewals are automatically renewed whether payment is late or not. The customer is liable for the following period's fees and any administration fees unless the domain name renewal and hosting has been cancelled at least 45 days prior to the renewal date.

f) Cancellation of domain names and hosting agreements must be notified by email to Push Logic Ltd at the following

address: billing@pushlogic.co.uk

g) Hosting and domain name renewals run concurrently. The customer will be sent a renewal notice and/or invoice approximately 60 days prior to the renewal date. The renewal fees must be paid at least 30 days in advance of the renewal date unless cancelled 45 days in advance. This deadline is fixed and non-negotiable.

h) Hosting and domain renewal fees paid later than the 30 days in advance deadline will be subject to a £19.00+VAT administration fee to cover additional work and costs.

i) Hosting and domain renewal fees paid later than the renewal date will be subject to a further £19.00+VAT administration fee to cover additional work and costs.

j) All fines and fees for late renewals, automatic renewals and cancellations which are imposed upon Push Logic Ltd by registrars, domain name managers and others will be passed on to the client along with further administration costs.

k) A website, email accounts and other services associated with the domain will cease to function on the renewal date if the fees remain unpaid. Recovery of domain names and websites after the renewal date will be subject to a £79.00+VAT administration fee.

l) Recovery may no longer be possible 31 days after the renewal date.

m) The customer shall be solely responsible for the accuracy, legality, currency and compliance of the website information and user generated content and will be solely liable for false, misleading, inaccurate, or infringing information contained or referred to therein.

n) The customer acknowledges and accepts that Push Logic Ltd may be required by law to monitor the website content and traffic, and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.

o) Push Logic Ltd does not warrant that the hosting service or server will be continuously available at all possible times (24 x 7 x 365 days), but will use its reasonable endeavours to keep downtime to a minimum; and the customer agrees that Push Logic Ltd shall have no liability to the customer for the consequences in the event of any such downtime.

p) Push Logic Ltd may need to at times, temporarily suspend the hosting service for repair, maintenance or improvement and will give the customer as much notice as is reasonably practicable in the circumstances before doing so. Push Logic Ltd will also restore the hosting service as soon as reasonably possible.

q) The customer accepts the hosting service and server "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, continuity of service, connectivity and fitness for a particular purpose.

r) Charges in relation to the hosting services may vary in accordance with the bandings specified in the hosting plans. The customer accepts and agrees that if its bandwidth usage rises to a higher banding than permitted in the current plan, the customer shall pay the relevant charges for the higher plan for the month in which the bandwidth usage rises to the higher band and the subsequent 11 months.

s) Push Logic Ltd cannot guarantee the speed and robustness of the services when the customer's bandwidth usage increases to a higher band without reasonable notice to Push Logic Ltd.

t) Where either party gives notice to transfer the hosting service, website or domain name management from Push Logic Ltd to a third party Push Logic Ltd shall charge a transfer fee, currently £75.00 +VAT, and will not affect such transfer unless or until such fee and any/all sums owing to Push Logic Ltd are paid in full.

8. EMAIL

a. Push Logic Ltd provides unlimited email accounts for each hosted domain.

b. Each mailbox will have a maximum size of 400MB. We can provide mailboxes larger than the standard size if required in 2GB increments for a small annual fee per increment.

c. Push Logic Ltd takes all reasonable precautions to help prevent spam and viruses. Push Logic Ltd will not be liable for spam issues and security breaches.

d. All customers are required to understand the relevant laws pertaining to their email campaigns whether individually or in bulk.

e. Any email account found to be, or reported to be, transmitting spam email will be immediately suspended. All email accounts associated with same domain will also be suspended immediately.

f. Bulk email must only be sent to recipients who have 'opted-in' to a campaign and must be given the option to 'opt-out'. Failure to adhere to the international rules surrounding email campaigns will result in account suspension.

g. Repeated failure to comply with international law will result in the suspension of the domain and all services, including the website, associated with it.

9. PAY PER CLICK

a. Where specified in the Development Agreement, Push Logic Ltd shall provide a Pay Per Click services with search engines such as Google or Bing.

b. The customer acknowledges and accepts that all monthly budgets for PPC are paid to Push Logic Ltd in advance unless otherwise agreed in writing with Push Logic Ltd.

c. Push Logic Ltd shall take reasonable steps to ensure that it does not substantially exceed any PPC budget set by the Customer. However, Push Logic Ltd does not accept any liability for any charges made by search engines in excess of any such monthly budget.

d. Charges in relation to PPC shall vary in accordance with the Development Agreement.

e. Where Push Logic Ltd has set up a PPC account with a search engine, Push Logic Ltd shall retain ownership and/or control of such account.

f. Push Logic Ltd does not in any way guarantee the results or effects of the PPC service. For the avoidance of doubt, the customer accepts that Push Logic Ltd cannot guarantee any particular or specific position or ranking on any search engine, or the increase of any business to the customer in respect of any of the services provided.

10. OTHER SERVICES

a. Push Logic Ltd is a reseller partner for domain name registration, website hosting, PPC, mailboxes, shopping carts and other services. Push Logic Ltd provides such services subject to the terms and conditions of the relevant third party service providers; and the customer agrees hereby to be bound by and comply with such terms and conditions.

b. Push Logic Ltd does not accept any liability to the customer for any financial loss resulting or arising from:

      1. a domain name not being renewed; and/or

      2. any registered mailbox, PPC or other such services not being available.

11. ECOMMERCE WEB SERVICES

a. Push Logic Ltd may from time to time supply eCommerce related services via third parties, and the customer hereby agrees to be bound by and comply with the terms and conditions of such third party suppliers.

b. Push Logic Ltd does not accept any liability for any financial loss resulting from the customer's use of any

eCommerce enabled website, service or functionality supplied via a third party supplier.

12. DELIVERY AND COMPLETION DATES

a. Push Logic Ltd undertakes to use its reasonable endeavours to provide completed web design services to the customer within the time frame stipulated in the Development Agreement, or if no time frame is specified, within a reasonable period from the date on which Push Logic Ltd receives a signed Agreement from the customer.

b. The dates and timeframes for carrying out the services and delivery of any resultant website are approximate only. The customer hereby acknowledges and agrees that time is not of the essence for delivery or performance.

c. Push Logic Ltd will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform save where the same is a result of the gross negligence of Push Logic Ltd.

13. WARRANTIES

a. The Customer warrants that:

1. it has the right to include, and permit Push Logic Ltd to include, the information and the customer content/data on the website, or has obtained the rights from third parties to do so;

2. it will not supply Push Logic Ltd with, or upload to the website, post, email, or otherwise transmit (or allow to be transmitted) by the website (or request that Push Logic Ltd carries out any such upload, posting, email or transmission on the customer's behalf), of any customer content/data, information or user generated content that is:

a. unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

b. harmful to minors in any way;

c. in breach of any third party right under any law or under a contractual or fiduciary relationship;

d. an infringement of any Intellectual Property Rights;

e. unsolicited or unauthorised advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;

f. containing software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

g. intentionally or unintentionally a violation of any applicable law and/or regulation having the force of law;

h. data which contravenes the United Kingdom Data Protection Legislation in any way;

3. it will comply with the Data Protection Act 1998.

b. The Customer accepts that Push Logic Ltd is under no obligation to monitor or approve the information, customer content/data or user generated content and accepts that Push Logic Ltd excludes all liability of any kind for all material comprising the same.

c. Push Logic Ltd warrants that:

1. it shall perform the services with reasonable skill and care in accordance with the standards generally observed in the industry for similar services; and

2. it will comply with the Data Protection Act 1998.

14. INTELLECTUAL PROPERTY AND LICENCE

a. The customer acknowledges that any Intellectual Property Rights created, developed, subsisting or used by Push Logic Ltd in or in connection with the provision of the services shall be the sole property of Push Logic Ltd.

b. The Intellectual Property Rights, together with all rights, title and interest in the same in relation to the website and the domain name registration shall vest exclusively in Push Logic Ltd. As such, Push Logic Ltd shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivatives works, and distribute such material unless specifically agreed otherwise. Further, Push Logic Ltd shall be free to use any ideas, concepts, know how or techniques acquired in the construction of the website for any purpose whatsoever included but not limited to developing, manufacturing and marketing products and any other items incorporating such information unless specifically agreed otherwise.

c. All rights, title and interest in and to the Intellectual Property Rights in the customer content/data belonging to the customer shall vest exclusively in the customer.

15. TERMINATION

a. Unless otherwise agreed in writing with Push Logic Ltd, the customer acknowledges and agrees that the duration of any contract will be for the minimum term outlined in the Development Agreement if no minimum term is specified it will be for 12 months.

b. Following expiry of the minimum term either party may terminate the contract:

    1. in relation to web design services and all ongoing services, except web hosting, by giving 1 month's written notice.

    2. Web hosting is on a 12 months rolling term.

c. In respect of web design services, where the contract is terminated before the website is set live Push Logic Ltd shall be entitled to payment of a reasonable sum for the work undertaken until the date of termination and a minimum of 60% of the agreed price.

d. Push Logic Ltd shall be entitled to terminate the Contract immediately upon service of written notice to the customer if:

    1. any invoice remains outstanding for more than 30 days; or

    2. the Customer fails to co-operate with and/or provide Push Logic Ltd with clear instructions, or information requested by Push Logic Ltd for more than 14 days; or

    3. Push Logic Ltd considers (at its sole discretion) reasonable to do so.

e. Termination of the contract shall be without prejudice to any other rights or remedies of either party.

f. Upon termination of this contract for any reason, the customer:

1. shall cease immediately to be entitled to use the website unless or until the customer has paid all outstanding charges up to the date of termination together with any sums due in respect of the ongoing services (whether already provided or contracted to be provided during the minimum term and/or any relevant notice period); and in any event

2. shall grant Push Logic Ltd immediate access to the website (whether hosted by Push Logic Ltd or otherwise), and/or provide any/all such information necessary to facilitate such access for the purpose of disabling any links and/or removing any other SEO techniques and/or coding created by Push Logic Ltd which form part of the SEO Services provided by Push Logic Ltd, and for removing from the website any other Intellectual Property Rights belonging to Push Logic Ltd. For the avoidance of doubt, this may affect the appearance of the website and the

search engine ranking positions of the website. Push Logic Ltd shall not be liable for any such changes.

g. If the customer fails to provide immediate access to the website, the customer shall remain liable for the relevant charges for the ongoing services on a recurring basis in accordance with the contract until such time as the customer complies with the requirements.

h. Force Majeure: Push Logic Ltd shall not be liable for failure to perform the services if such failure is as a result any act beyond its reasonable control (including, without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster), war, civil unrest, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any failure attributable to Push Logic Ltd's sub-contractors and/or service providers (at Push Logic Ltd's discretion).

16. INDEMINTY AND LIMITATION OF LIABILITY

a. The customer shall indemnify Push Logic Ltd against any loss, damage, cost or expense (including reasonable legal fees and expenses) Push Logic Ltd may suffer or incur as a result of:

> 1. any act, omission, neglect or default of the customer, its agents, or employees.

> 2. any claim by any third party that the customer's information and/or customer content/data infringes the Intellectual Property Rights of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material;

> 3. work done in accordance with the customer's instructions in hosting of the website on the servers involving the infringement of any Intellectual Property Rights (including but not limited to framing or linking to third parties' websites):

b. Push Logic Ltd shall not be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the contract, the server, the connectivity to the Internet, the hosting, the website, its use (including but in no way limited to any unlawful or unauthorised access or use by any third party), application, support or otherwise, except to the extent which it is unlawful to exclude such liability.

c. Push Logic Ltd will not be liable to the customer in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any economic loss of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings), any damage to the customer's reputation or goodwill or any other special, indirect or consequential loss (whatsoever and howsoever caused) which arise out of or in connection with the contract.

d. The customer acknowledges and agrees that Push Logic Ltd's total liability in respect of the warranty provided shall be limited to re-performance of the services provided.

e. The customer acknowledges and agrees that Push Logic Ltd's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the contract shall be limited to the amount paid by the customer pursuant to the relevant contract.

f. Neither party shall be liable for any failure in the performance of any of its obligations under the agreement caused by factors beyond its reasonable control.

17. CONFIDENTIALITY

a. Each party agrees and undertakes that it will hold in complete confidence any Confidential Information disclosed to it, and will not disclose it in whole or in part at any time to any third party, nor use any Confidential Information for any purpose other than the performance of its obligations under the contract. This provision shall survive the termination of the Contract for any reason for a period of 5 years commencing immediately on the date of such termination.

b. The obligations set out in this clause shall not apply to any Confidential Information which:

1. at or prior to the time of disclosure was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated;

2. at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;

3. is received from a third party who was free to make such disclosure without breaching any legal obligation;

4. is independently developed by the receiving party; or

5. is required to be disclosed by law, court order or request by any government or regulatory authority.

18. ASSIGNMENT AND SUBCONTRACTING

a. None of the rights or obligations of the customer under the contract may be assigned or transferred in whole or in part without the prior written consent of Push Logic Ltd.

b. The website shall be for the sole use of the customer and shall not be capable of assignment to a third party by the customer without the prior written consent of Push Logic Ltd.

c. Push Logic Ltd shall be entitled to sub-contract any work relating to the contract without obtaining the consent of, or giving notice to the customer.

d. Push Logic Ltd shall be free to assign its rights in the contract to any third party without giving prior notice to the customer.

19. NOTICES

a. Any and all termination notices should be sent to billing@pushlogic.co.uk and require a minimum of one full month's notice.

b. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by electronic mail, at the time of sending.

20. INVALIDITY

a. If any provision (or part of a provision) of this contract is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

b. 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.

21. THIRD PARTY RIGHTS

a. A person who is not party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22. LAW AND JURISDICTION

a. The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.