

## PGI STRONTIUM LIMITED CYBER ESSENTIALS SERVICES AGREEMENT

This Cyber Essentials Services Agreement (“**Agreement**”) is made between (1) PGI Strontium Ltd, whose registered office is at Unit 8, Cotswold Business Park, Millfield Lane, Caddington, Bedfordshire, LU1 4AJ, United Kingdom, which is registered in England with company number 08247374 (“**PGI**”, “**us**”, “**we**” or “**our**” for short); and (2) you.

In this Agreement, unless the context otherwise requires, “**you**” includes you and the company, business or organisation of which you have informed us that you are a director, officer, employee or other representative (“**Commercial Customer**”).

### 1. INTRODUCTION AND IMPORTANT NOTICES

1.1. This Agreement applies to your access to and use of:

1.1.1. our PGI cyber essentials website or “platform” and all related software (the “**PGI Platform**”); and/or

1.1.2. the services that can be accessed using the PGI Platform in respect of a Cyber Package (defined below),

(the “**Services**”) during which time the Services are intended to be provided by us (“**Service Period**”). It also applies to your access to and use of documentation we may provide to you which describes the Services and provides instructions in relation to how the Services can be used (“**Documentation**”) during the Service Period.

1.2. By clicking “submit” on the Cyber Essentials “Payment Page” (on the “PGI website” at: [my.pgiti.com](http://my.pgiti.com)), you represent and warrant that (a) you are duly authorised to enter into this Agreement and to grant all permissions and licences granted in this Agreement on behalf of the Commercial Customer; and (b) you agree to the terms of and enter into this Agreement on your own behalf and on behalf of the Commercial Customer.

1.3. **If:**

1.3.1. **you (or the Commercial Customer) cannot or do not wish to be legally bound by the terms of this Agreement, or**

1.3.2. **you are not authorised to enter into this Agreement on behalf of the Commercial Customer,**

**please close this webpage and exit the PGI website, and do not click “submit” on the Payment Page.**

1.4. You will not be entitled to (and you must not) access or use the Services or any other part of the Services unless you first agree to be bound by all of the terms of this Agreement (on your own behalf and on behalf of the Commercial Customer).

1.5. This Agreement includes our Cookie Policy, accessible at <http://pgiti.com/policies/cookie-description/>, which sets out information about the cookies on our site.

- 1.6. This Agreement, and any contract between us, are only in the English language.
- 1.7. The PGI Platform and the Services are directed to commercial entities residing in the United Kingdom. We do not represent that the Services are appropriate or available in other locations. If you choose to access the PGI Platform or any Services from outside the United Kingdom, you do so at your own risk.

## 2. **CYBER ESSENTIALS**

- 2.1. Subject to the terms of this Agreement, you may access the initial webpages forming part of the PGI Platform free of charge, and may access the other Services by purchasing our Cyber Essentials Stage 1 – standard package (the “**Cyber Package**”).
- 2.2. The initial webpages forming part of the PGI Platform will guide you through the steps you need to take to place an order with us in respect of a Cyber Package. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 2.3. PGI will try to process the purchase of your Cyber Package promptly but does not guarantee that access to your Cyber Package will be activated by any specified time. By submitting your order (including payment and other requested details in the manner required as part of the order process), you are making an offer to us to buy a Cyber Package. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point we will provide you with access to your Cyber Package. PGI reserves the right to reject any offer in its discretion, for any or no reason.
- 2.4. When you purchase a Cyber Package, you must provide us with complete and accurate payment information. By submitting payment details in the manner required as part of the order process you (on your own behalf and on behalf of the Commercial Customer) promise that you are entitled to purchase a Cyber Package using those payment details. In suspicious circumstances we may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you.
- 2.5. The price for the Cyber Package will be made clear to you on our sign-up pages or otherwise during the sign-up process and may vary from time to time. In addition to the price for a Cyber Package you pay, you are responsible for paying any sales taxes (including value added taxes) internet connection or other telecommunications charges that you may incur by accessing or using the Services.

## 3. **THE SERVICES**

- 3.1. The Services which include the provision of the Cyber Package are detailed on the PGI website. On completion of the Services you will receive:
  - 3.1.1. a certificate stating compliance with the Cyber Essentials foundation scheme (“**Certificate**”);  
or

3.1.2. a statement that compliance with the Cyber Essentials foundation scheme has not been met (**“Non-compliance Confirmation”**),

and in each case, PGI may where it deems appropriate, provide an overview of suggested areas for improvement.

3.2. You will provide us with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by us in order to provide the Services and Documentation, including but not limited to:

3.2.1. full and accurate completion of our PGI Cyber Essentials Questionnaire contained on the PGI Platform;

3.2.2. providing **“Content”** being the data uploaded, submitted and/or posted by you or Authorised Users onto the PGI Platform or provided by any other means for the purpose of PGI providing the Services and Documentation;

3.2.3. complying with all applicable laws and regulations with respect to your activities under this Agreement;

3.2.4. ensuring that Authorised Users (as defined in clause 4.1 below) use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User’s breach of this Agreement;

3.2.5. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

3.3. Subject to the terms of this Agreement, we shall endeavour to make access to the PGI Platform available 24 hours a day, seven days a week, except for:

3.3.1. planned maintenance carried out (where reasonably practicable) outside of PGI’s normal business hours; and

3.3.2. unscheduled maintenance,

provided that we do not guarantee that the PGI Platform, or any content on it, will always be available or be uninterrupted, and we will not be liable to you if for any reason any part of the PGI Platform is unavailable at any time or for any period.

#### **4. ACCOUNT**

4.1. Before you may access and/or use the Services, you must register for a user account (**“Account”**) on the PGI website in order for the Account to be accessed by you or one of your employees authorised by you to use the Services and Documentation (**“Authorised User”**).

4.2. You are responsible for ensuring that Authorised User Account ID and passwords are kept confidential at all times and there shall be no more than a single Authorised User which is authorised to access and use the Services and the Documentation per Cyber Package. If you know or suspect

that any unauthorised third party is aware of your Account Authorised User ID and/or password, you must notify us without delay.

- 4.3. You may not allow any third party to use or access your Account without our prior written consent. You may not use or access a third party's Account at any time without the express permission of PGI and the person who has opened the Account.
- 4.4. You are responsible for all activity that takes place with your Account. You must ensure that every party who uses your Account must comply with all of the terms of this Agreement. We will not be liable for any loss resulting from the use of your Account Authorised User ID and/or password by any unauthorised person.
- 4.5. You shall permit us to monitor your use of the Services at any time in order, inter alia, to establish the name and password of the Authorised User. If any of the monitoring referred to in this clause reveals that a password has been provided to any individual or other person than the Authorised User, then without prejudice to the our other rights, you shall promptly disable such password.
- 4.6. We have the right to disable any Account or any Authorised User's use of the Services at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Agreement.

## **5. CONDITIONS OF ACCESS TO AND USE OF THE SERVICES**

- 5.1. Your access and that of an Authorised User to and use of the Documentation and/or the Services (including all related content provided by you) must comply with:
  - 5.1.1. all applicable PGI policies and guidelines (including, without limitation, security policies and privacy policies), technical requirements and documentation; and
  - 5.1.2. all applicable laws (including, without limitation, the applicable laws of your jurisdiction relating to online conduct, acceptable content, data collection, privacy, and the export of data) and not use the Services in any fraudulent or harmful purpose.
- 5.2. This Agreement does not grant you or Authorised Users any rights in relation to any services, materials, content, or data other than the Documentation and/or the Services.
- 5.3. You will not, and will not permit any Authorised User or other third parties to:
  - 5.3.1. be libellous or maliciously false;
  - 5.3.2. be obscene or indecent;
  - 5.3.3. infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
  - 5.3.4. infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
  - 5.3.5. constitute negligent advice or contain any negligent statement;
  - 5.3.6. constitute an incitement to commit a crime;

- 5.3.7. be in contempt of any court, or in breach of any court order;
  - 5.3.8. be in breach of racial or religious hatred or discrimination legislation;
  - 5.3.9. be blasphemous;
  - 5.3.10. be in breach of official secrets legislation; or
  - 5.3.11. be in breach of any contractual obligation owed to any person.
- 5.4. You must not submit any content onto the PGI Platform or to PGI that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
  - 5.5. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Services without our express written consent.
  - 5.6. You must not use the Services to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.
  - 5.7. You must not use the Services to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.
  - 5.8. Content provided by you or an Authorised User must not be untrue, false, inaccurate or misleading.
  - 5.9. Statements of fact contained in the content provided by you and used by us in the performance of the Services must be true; and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true;
  - 5.10. Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause illness, injury or death or any other loss or damage.
  - 5.11. While this Agreement prohibits such content and conduct, you understand that we cannot be responsible for Content posted on or uploaded to the Services, and that you use the same at your own risk.
  - 5.12. You agree that a breach of this clause may constitute an offense under the Computer Misuse Act 1990 (or other relevant law and/or regulations) and, in the event of such a breach, we reserve the right to report such breaches to the appropriate enforcement authorities and to terminate your right to access and/or use the Documentation and/or the Services.
  - 5.13. We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation. Without prejudice to this general right and our other legal rights, if you breach this clause 5 in any way, or if we reasonably suspect that you have breached this clause 5 in any way, we may:
    - 5.13.1. delete or edit any of your Content;
    - 5.13.2. send you one or more formal warnings;

- 5.13.3. temporarily suspend your access to a part or all of the Services; and/or
- 5.13.4. permanently prohibit you from using a part or all of the Services.
- 5.14. Where we suspend or prohibit your access to the Services or a part of the Services, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).
- 5.15. Notwithstanding the provisions of this clause 5, we do not actively monitor Content. If you become aware of any material on the PGI Platform or in the provision of the Services that contravenes this clause 5, you will notify us via email as soon as possible.

## 6. CONFIDENTIALITY

- 6.1. In this Agreement, “**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by a us or you (each, a “**party**”) or its Representatives (as defined in clause 6.2 below) to the other party and/or that party's Representatives, whether before or after the date of this Agreement, in connection with this Agreement, the Services and/or the Documentation, including but not limited to:
  - 6.1.1. the terms of this Agreement;
  - 6.1.2. information relating to the specification, performance, usability, development and/or features of the Services and/or the Documentation;
  - 6.1.3. any information that would be regarded as confidential by a reasonable business person relating to:
    - 6.1.3.1. the business, affairs, customers, clients, suppliers, or plans, intentions, and/or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
    - 6.1.3.2. the operations, processes, product information, know-how, designs, trade secrets and/or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
  - 6.1.4. any information developed by either of the parties in the course of carrying out this Agreement.
- 6.2. In this Agreement, “**Representatives**” means, in relation to us and the Commercial Customer, our or its employees, officers, representatives and advisers.
- 6.3. The provisions of this clause 6 shall not apply to any Confidential Information that:
  - 6.3.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 6);
  - 6.3.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

- 6.3.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
    - 6.3.4. the parties agree in writing is not confidential or may be disclosed.
- 6.4. Each party shall keep the other party's Confidential Information confidential and shall not:
  - 6.4.1. use such Confidential Information except for the purpose of providing and/or receiving the benefit of the Services (**Permitted Purpose**); or
  - 6.4.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 6.
- 6.5. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
  - 6.5.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 6.5.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 6.
- 6.6. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 6.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 6.7. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause 6 are granted to the other party, or to be implied from this Agreement.
- 6.8. On the expiry or earlier termination of this Agreement, each party shall:
  - 6.8.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - 6.8.2. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

- 6.8.3. certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause 6 shall continue to apply to any such documents and materials retained by a recipient party.
- 6.9. You shall not make, or permit any person to make, any public announcement or issue any press release concerning any part of the Services, the Documentation, and/or this Agreement without the prior written consent of PGI, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 6.10. The provisions of this clause 6 shall survive for a period of five years from the date of the expiry or earlier termination of this Agreement.

## **7. LINKING**

- 7.1. You may link to the PGI home page (at [www.pgicyber.com](http://www.pgicyber.com)) (“PGI Home Page”), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 7.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 7.3. You must not establish a link to the PGI Home Page or any other part of the PGI Platform in any website that is not owned by you.
- 7.4. The PGI Platform must not be framed on any other site, nor may you create a link to any part of the PGI Platform other than the PGI Home Page.
- 7.5. We reserve the right to withdraw linking permission without notice.
- 7.6. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy <http://pgitl.com/policies/terms-use/>.
- 7.7. If you wish to make any use of content on our site other than that set out above, please contact us at the following email address: [pgicyber@pgitl.com](mailto:pgicyber@pgitl.com) or such other replacement email address of which we notify you from time to time).
- 7.8. Where any part of the PGI Platform contains links to other sites and resources provided by third parties, these links are provided for your information only; we have no control over the contents of those sites or resources.

## **8. DATA PROTECTION**

- 8.1. If we processes any Personal Data (as defined in section 1(1) of the Data Protection Act 1998) on your behalf, or any of the Authorised Users’ behalf, when performing our obligations under the



Agreement, the parties record their intention that the you shall be the data controller and we shall be a data processor and in any such case:

- 5.6.1 you and the Authorised Users acknowledge and agree that the Personal Data may be transferred or stored outside the EEA or the country where you and the Authorised Users are located in order to carry out the Services and the our other obligations under this Agreement;
  - 5.6.2 you and the Authorised Users shall ensure that the Customer and the Authorised Users are entitled to transfer the relevant Personal Data to the us so that we may lawfully use, process and transfer the Personal Data in accordance with this Agreement on your and the Authorised Users' behalf;
  - 5.6.3 you and the Authorised Users shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- 8.2. Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.
- 8.3. By submitting any Personal Data to us in relation to any individual, you and Authorised Users agree and confirm authority from that individual to our collection, use and disclosure of such personal information in accordance with the our privacy policy (as such policy may be amended from time to time by us in its sole discretion) which can be accessed via the following link: <http://pgitl.com/policies/privacy-policy/>. Please read this policy, which forms part of this Agreement as if it was set out in full here.

## **9. WARRANTIES**

- 9.1. We undertake that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. We do not provide any warranty pursuant to this Agreement for or in relation to the Services and/or the Documentation except as stated in this clause 9.1. We agree to provide the Services to you on an "as is" and "as available" basis.
- 9.2. Subject to a breach of clause 9.1, you agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Service is to stop using the Service. To the fullest extent permitted by law, in no event will PGI, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors be liable for (I) any indirect, special, incidental, punitive, exemplary or consequential (including loss of use, data, business, or profits) damages, arising out of the use or inability to use the Services, without regard to whether PGI has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; (II) aggregate liability for all claims relating to the Service for more than the amounts paid by you to PGI in respect of the purchase of a relevant Cyber Package.
- 9.3. Except as expressly and specifically provided in this Agreement you assume sole responsibility for your Content and any results obtained from your use of the Services and the Documentation, and for conclusions drawn from such use. We shall have no liability for any actions taken by us at your direction.
- 9.4. Nothing in this Agreement excludes our liability:

- 9.4.1. for death or personal injury caused by our negligence; or
  - 9.4.2. for fraud or fraudulent misrepresentation; or
  - 9.4.3. any liability to the extent that it cannot be lawfully limited or excluded by applicable law.
- 9.5. For the avoidance of doubt, you acknowledge that we cannot guarantee that:
- 9.5.1. the Services will be available at any particular time;
  - 9.5.2. the Services or the Documentation will be error free or “bug free”;
  - 9.5.3. the Services will meet your requirements, or those set out in any documentation provided to you.
- 9.6. You understand and acknowledge that we are not certifying, nor endorsing, and we have no obligation to certify or endorse, any aspect of any information or event in relation to which the Services are performed or used.
- 9.7. You agree that you are responsible for configuring your information technology, computer programmes and platform in order to access the PGI Platform. You should use your own virus protection software, as we cannot guarantee that the PGI Platform will be free from bugs or viruses.

## **10. TERM**

- 10.1. The term of this Agreement will begin, and you may begin using the Services (subject to the terms of this Agreement) on the date that: (1) we have notified you of your Authorised User ID and password in relation to your Account; (2) you have indicated your acceptance of, and your intention to be legally bound by all of the terms of, this Agreement; and (3) we have received payment in respect of the Cyber Package being purchased, whichever of these three dates is the latest to occur (**Commencement Date**).
- 10.2. The term of this Agreement will expire, and you will no longer be entitled to use the Services pursuant to this Agreement, on the date that the Services are complete, being the later of (1) three months following the Commencement Date or (2) on PGI provision of the Certificate or Non-compliance Confirmation.
- 10.3. Following expiry of your access to the Services pursuant to clause 10.2, PGI will provide you, where you have been awarded with a Certificate, access to a copy of such Certificate via a secure weblink.
- 10.4. We may amend or cease to provide the Services or any part of them at any time and for any reason. We may cancel or suspend the provision of the Services (or any part of them), or your Account, or remove any of your Content (or any other content) from the Services at any time and for any reason.
- 10.5. You acknowledge that your Content may not be able to be retrieved by you upon the cancellation, suspension or discontinuation of the Services and/or your Account.

## **11. LICENSE TO ACCESS AND USE THE SERVICES**

- 11.1. Subject to your compliance with all of the terms of this Agreement, we grant you a non-exclusive, non-transferable, revocable license (without the right to grant sub-licenses) to use the Services via the PGI Platform for the duration of the Service Period.
- 11.2. We and our licensors and suppliers retain all right, title, and interest in and to all parts of the Services and the Documentation and all intellectual property rights in any of the Services and the Documentation.
- 11.3. You represent and warrant that you own or have the necessary rights in and to all Content that you upload or post to the Services.
- 11.4. As between us and you, you will retain ownership of any Content that you upload or post to the Services. You grant to us a non-exclusive, royalty-free, worldwide, assignable license (with the right to grant sub-licenses) to use, store, reproduce and display any content you upload or post to the Services (or any part of the Services) to the extent reasonably necessary to operate and/or enhance the Services, subject to the terms of this Agreement.
- 11.5. This Agreement does not grant any rights to you in respect of any logo, trademark, or service mark of ours, and you will not use any such logo, trademark, or service mark for any purpose without our prior written approval.
- 11.6. You agree that you will not claim or imply that we have sponsored or endorsed you, Your Content, or any website, product, service or application of yours except to the extent you are provided with a Certificate.

## **12. FEEDBACK**

- 12.1. During the term of this Agreement, we may request that you complete certain tasks and/or surveys in order to provide us with information and feedback in relation to the Services and/or Documentation.
- 12.2. You hereby transfer to us all rights, title and interest in any information or commentary provided by you relating to the use or functionality of the Services and/or the Documentation and any intellectual property rights embodied therein ("**Feedback**"). All rights in any modifications or enhancements to Services and/or the Documentation made as a consequence of the Feedback shall be owned by us.
- 12.3. You agree that we can use your name on our testimonial site and relevant marketing documentation.

## **13. CHANGES TO THIS AGREEMENT**

- 13.1. Any documents or websites incorporated into this contract by reference or link may be modified and updated from time to time by us and upon such modification or update will be deemed a part of this Agreement.

## **14. CHANGES TO THE SERVICES**

- 14.1. We may change any part of the Services at any time (or the manner in which they are delivered) and we may require you to obtain and use the most recent versions from time to time.
- 14.2. We will not be liable for any losses or costs that you incur of any kind which relates to any changes to the Services.
- 14.3. Your continued use of the Services following any update or change to them will constitute your binding acceptance to the update or change.
- 14.4. If any change to the Services (or the manner in which they are delivered) is not accepted by you, you may stop using the Services (and you shall have no other remedies in relation to the change).

## **15. INDEMNITY**

- 15.1. You will indemnify and hold us (and our directors, officers, affiliates, and/or agents) harmless from and against any and all loss, liability, cost and expense (including reasonable legal fees and costs) suffered or incurred by reason of any claim, proceeding, or legal action based on or arising out of any breach (or alleged breach) by you of any part of this Agreement, or that otherwise relates to your Content or your use of the Service.

## **16. ATTRIBUTION AND ADVERTISING**

- 16.1. We may display our trademark(s) or logo(s) on the Documentation and/or through the provision of the Services and, if we do so, you will not remove, modify, or interfere with the display or viewing of these trademarks or logos.
- 16.2. Where we so request (but not otherwise), you will attribute us as the provider of the Services (in the manner that we may specify from time to time).
- 16.3. You will display, and you will not remove, alter or obscure, any attribution information provided by us in connection with the Services.

## **17. ASSIGNMENT**

- 17.1. We may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services.

## **18. NO RIGHTS OF THIRD PARTIES**

- 18.1. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **19. EXPORT LAWS**

- 19.1. You must comply with all domestic and international export laws and regulations that apply to the Services.

## **20. INTERPRETATION**

- 20.1. Each provision of this Agreement shall apply to the maximum extent permitted by law. If any provision of this Agreement is unenforceable, the remainder of the provision and this Agreement will be fully enforced so as to effect (insofar as possible) the parties' intent.
- 20.2. Unless stated or context requires otherwise: (a) "may" means that the applicable party has a right, but not an accompanying duty; and (b) a party's choices under this Agreement are in its absolute discretion, subject to any applicable duties of good faith.
- 20.3. This Agreement is to be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favour either party. The clause headings in this Agreement do not limit the other terms of this Agreement.

## **21. NOTICES**

- 21.1. Each party consents to the other sending any information related to this Agreement by email. You may withdraw your consent to this, but if you do, we may terminate this Agreement and your right to access and use the Services.
- 21.2. Notices provided by email will be deemed given and received on the email transmission date.
- 21.3. You warrant and represent that, for so long as you access or use the Services, you will have, or will have access to, the necessary software and hardware to receive notices by email. Notices provided to us by email pursuant to this Agreement should be sent to the following email address: [pgicyber@pgitl.com](mailto:pgicyber@pgitl.com) (or such other replacement email address of which we notify you from time to time).

## **22. MISCELLANEOUS**

- 22.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2. Only written waivers of the terms of this Agreement will be effective.
- 22.3. All rights and remedies under this Agreement are cumulative.
- 22.4. Except as otherwise expressly stated in this Agreement, this Agreement is the parties' entire agreement relating to the subject matter of this Agreement, and supersedes all related prior and contemporaneous communications and agreements.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1. This 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.

23.2. 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

**24. INFORMATION ABOUT US**

24.1. [www.pgicyber.com](http://www.pgicyber.com) is a site operated by PGI – Protection Group International Limited.

24.2. PGI's main trading address is Unit 8, Cotswold Business Park, Millfield Lane, Caddington, LU1 4AJ.  
PGI's VAT number is 202 8284 31.