

WhatWindscreen Terms and Conditions

These Conditions set out the basis upon which WhatWindscreen will provide the Services. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

Ad-Hoc	has the meaning given in clause 2.1.
Bundle	has the meaning given in clause 2.1.
Conditions	these terms and conditions as varied under clause 14.2 from time to time.
Contract	the contract between WhatWindscreen and the Customer for the supply of Services.
Customer	the customer purchasing the Services from WhatWindscreen.
Customer Data	the data inputted by the Customer, or WhatWindscreen on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, including vehicle registrations and models.
Data Protection Law	the General Data Protection Regulation (EU) 2016/679 as it forms part of UK law by virtue of the European Union (Withdrawal) Act of 2018 or otherwise, the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation relating to data protection or privacy, as amended or updated from time to time, in the UK. Any terms or words defined in Data Protection Law and used in the Contract in relation to personal data shall, for the purposes of that provision, have the meaning set out in Data Protection Law.
Effective Date	the date on which the Customer's account is opened or otherwise first requests to use (and WhatWindscreen agrees to provide) the Services.
Look-Up	an individual request for a single part number related to a single vehicle registration (and "Look-Ups" shall be interpreted accordingly).
Monthly	has the meaning given in clause 2.1.
Services	the services (including Look-Ups and any platform or API provided or made available by WhatWindscreen to enable such Look-Ups) provided by WhatWindscreen to the Customer under the Contract.
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

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otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

WhatWindscreen Apex Networks Limited, company number 05573440.

2 Look-Ups

2.1 The Customer shall have the following options for purchasing the Services:

2.1.1 ad-hoc purchases of individual Look-Ups paid for at the time (**Ad-Hoc**);

2.1.2 bulk pre-paid purchases of a specified number of Look-Ups (**Bundle**); and

2.1.3 usage based purchases of Look-Ups paid for in arrears on a monthly basis (**Monthly - For AutoglazeIT and API customers only**).

2.2 Look-Ups purchased on a Bundle basis will expire (without the Customer being entitled to any refund or discount) if not used within 12 months of purchase.

2.3 Where a Look-Up returns an error, in that the part number which does not match the number of the part already installed in the vehicle, this will be because:

2.3.1 the vehicle's part has already been replaced, with a different type of part;

2.3.2 the manufacturer's data differs from the actual parts used in the vehicle;

2.3.3 electronic data is not available for that vehicle; or

2.3.4 WhatWindscreen has made an error in its search.

2.4 If the Customer discovers an error in the part number provided by a Look-Up:

2.4.1 the Customer shall notify WhatWindscreen and provide such information and evidence in relation to such error as WhatWindscreen requires through the process specified on WhatWindscreen's website within 30 days of the relevant Look-Up;

2.4.2 where WhatWindscreen determines (in its sole discretion) that the error is due to one the reasons at clause 2.3.1 to 2.3.3, it shall (at its sole discretion) either reperform the Look-Up or credit the Customer with another Look-Up (which shall expire within 12 months of such credit); and

2.4.3 where WhatWindscreen determines (in its sole discretion) that the error is due to the reason at clause 2.3.4 it shall (at its sole discretion) either re-perform the Look-Up or refund the Customer for such Look-Up.

2.5 If the Customer does not comply with the process set out at clause 2.4, it shall have no remedy and WhatWindscreen shall have no liability in respect of such error. The process set out at clause 2.4 is the Customer's sole and exclusive remedy in respect of any such error.

3 Use of the Services

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- 3.1 The Services are provided for business use only. The Customer represents, warrants and undertakes that it is using the Services in its capacity as a business and that it does not (and during the term of the Contract shall not) act as a consumer in its use of the Services.
- 3.2 The Customer undertakes that it shall keep a secure password for its use of the Services and shall keep such password confidential.
- 3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, offensive or otherwise causes damage or injury to any person or property, and WhatWindscreen 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.
- 3.4 The Customer shall not:
 - 3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - 3.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or
 - 3.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
 - 3.4.2 access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 3.4.3 use the Services to provide services to third parties (other than the purchase and installation by the Customer of vehicle parts); or
 - 3.4.4 subject to clause 14.7, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or
 - 3.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or
 - 3.4.6 introduce or permit the introduction of, any Virus or Vulnerability into WhatWindscreen's network and information systems.
- 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify WhatWindscreen. The Customer shall be responsible for all uses of the Services through its account.
- 3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4 WhatWindscreen obligations

- 4.1 WhatWindscreen does not warrant that:
 - 4.1.1 the Customer's use of the Services will be uninterrupted or error-free; or

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4.1.2 that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

4.1.3 the Services will be free from Vulnerabilities or Viruses; or

4.2 WhatWindscreen 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 Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.3 The Contract shall not prevent WhatWindscreen 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 the Contract.

4.4 The Customer acknowledges that the Services may include data derived from third parties and that it uses such data solely at its own risk. WhatWindscreen makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to any such third-party data other than as set out in clause 2.4.

5 Customer's obligations

5.1 The Customer shall:

5.1.1 provide WhatWindscreen with all necessary co-operation, information and assistance in relation to the Contract or as otherwise reasonably required by WhatWindscreen to perform its obligations or exercise its rights under the Contract; and

5.1.2 without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;

5.1.3 ensure that its network and systems comply with the relevant specifications provided by WhatWindscreen from time to time; and

5.1.4 be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to WhatWindscreen'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.

5.2 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.

6 Charges and payment

6.1 The Customer shall pay the fees to WhatWindscreen for its use of the Services in accordance with this clause 6 and WhatWindscreen's price list in force from time to time.

6.2 If the Customer uses the Services on a Monthly basis:

6.2.1 the Customer shall provide to WhatWindscreen valid, up-to-date and complete credit or debit card details or approved purchase order information acceptable to WhatWindscreen and any other relevant valid, up-to-date and complete contact and billing details; and

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6.2.2 where the Customer provides its credit or debit card details to WhatWindscreen, the Customer hereby authorises WhatWindscreen to bill such credit or debit card monthly in arrears on a direct debit basis for the fees payable in respect of each month.

6.3 The Customer shall pay the fees:

6.3.1 where it uses the Services on an Ad-Hoc basis, at the time of purchase;

6.3.2 where it uses the Services on a Bundle basis, at the time of purchase; and

6.3.3 where it uses the Services on a Monthly basis, within 30 days of receipt of WhatWindscreen's invoice, or as otherwise agreed in writing with WhatWindscreen.

6.4 If WhatWindscreen has not received any payment due to it from the Customer by the due date, without prejudice to any other rights and remedies of WhatWindscreen:

6.4.1 WhatWindscreen may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and WhatWindscreen shall be under no obligation to provide any or all of the Services while the sums concerned remain unpaid; and

6.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to the interest rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.5 All amounts and fees stated or referred to in the Contract:

6.5.1 shall be payable in pounds sterling;

6.5.2 are, subject to clause 2.4, non-cancellable and non-refundable;

6.5.3 are exclusive of value added tax, which shall be added to WhatWindscreen's invoice(s) at the appropriate rate.

7 Proprietary rights

7.1 The Customer acknowledges and agrees that WhatWindscreen and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

8 Confidentiality

8.1 The Customer may be given access to confidential information (which shall include pricing details, and any information WhatWindscreen reasonably considers confidential concerning its business, affairs, customers, clients or suppliers) from WhatWindscreen. The Customer shall not use such confidential information for any purpose other than to perform its obligations and exercise its rights under the Contract and shall hold such confidential information in confidence and not make such confidential information available to any third party except:

8.1.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Customer's rights and carrying out

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its obligations under or in connection with the Contract. The Customer shall ensure that its employees, officers, representatives or advisers to whom it discloses such confidential information comply with this clause 8; or

8.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.2 The above provisions of this clause 8 shall survive termination of the Contract, however arising.

9 Indemnity

9.1 The Customer shall defend, indemnify and hold harmless WhatWindscreen 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 Services.

9.2 WhatWindscreen shall indemnify the Customer, its officers, directors and employees for any amounts awarded against the Customer by a final court of competent jurisdiction as a result of any third party claim that the Customer's use of the Services in accordance with the Contract infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality.

9.3 In no event shall WhatWindscreen, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

9.3.1 a modification of the Services by anyone other than WhatWindscreen or any data supplied by a third party provider; or

9.3.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by WhatWindscreen.

9.4 The foregoing states the Customer's sole and exclusive rights and remedies, and WhatWindscreen's (including WhatWindscreen's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10 Limitation of liability

10.1 Except as expressly and specifically provided in the Contract:

10.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. WhatWindscreen shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Customer in connection with the Services, or any actions taken by the Customer in reliance upon the Services or any information derived from the Services;

10.1.2 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 the Contract, in particular WhatWindscreen does not warrant that the Services will be uninterrupted, secure, timely or error-free; and

10.1.3 the Services are provided to the Customer on an "as is" basis.

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- 10.2 Nothing in the Contract limits or excludes the liability of WhatWindscreen liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.
- 10.3 Subject to clause 10.2, WhatWindscreen's liability to the Customer shall be limited in respect of any individual Look-Up to remedy set out in clause 2.4, and in any event in the aggregate to the fees paid by the Customer under the Contract in the 6 months immediately prior to the first events giving rising to the first claim against WhatWindscreen.
- 10.4 Subject to clause 10.2, WhatWindscreen's liability to the Customer, shall exclude any indirect or consequential loss and the following losses (whether such losses are direct or indirect in nature):
- 10.4.1 any losses arising in connection with any reliance upon the outputs of the Services (including wasted time, costs, expenses or third party claims);
 - 10.4.2 loss of profits, loss of sales or business, loss of agreements or contracts;
 - 10.4.3 loss of anticipated savings;
 - 10.4.4 loss of or damage to goodwill; or
 - 10.4.5 loss of use or corruption of software, data or information.
- 10.5 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract (including under any indemnity), tort (including negligence), misrepresentation, restitution or otherwise. The Customer is responsible for making its own arrangements for the insurance of any loss which is excluded or limited under this clause 10, and acknowledges that these exclusions and limitations are reasonable in the circumstances due to the nature of the Service and terms of the Contract and the availability to the Customer of insurance protection and other resources to protect it from such risks.
- 11 Term and termination**
- 11.1 The Contract shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue until terminated in accordance with the provisions of the Contract.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving not less than 30 days' written notice to the other party.
- 11.3 Without affecting any other right or remedy available to it, WhatWindscreen may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.3.1 the Customer commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so; or
 - 11.3.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or the Customer

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suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.4 On termination of the Contract for any reason:

- 11.4.1 the Customer's account shall be deactivated;
- 11.4.2 all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;
- 11.4.3 WhatWindscreen shall (and the Customer hereby instructs WhatWindscreen to) destroy or otherwise dispose of any of the Customer Data in its possession unless WhatWindscreen receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. WhatWindscreen shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by WhatWindscreen in returning or disposing of Customer Data; and
- 11.4.4 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

12 Notices

- 12.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - 12.1.1 delivered in person or by registered delivery service at its registered office or (in the case of the Customer) the address for the Customer set out in its account details; or
 - 12.1.2 sent by email to the (in the case of the Customer) the email address set out in its account details and (in the case of WhatWindscreen) the email address specified in its "contact us" page.
- 12.2 Any notice sent to WhatWindscreen must be copied to accounts@whatwindscreen.co.uk and accounts@apex-networks.com, but sending a notice to such email addresses shall not affect deemed service under clause 12.3.
- 12.3 Any notice shall be deemed to have been received:
 - 12.3.1 if delivered in person, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 12.3.2 if sent by registered delivery service at the time recorded by the delivery service; and
 - 12.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (and business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt).

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12.4 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 Data Protection

13.1 WhatWindscreen and the Customer each acknowledge their understanding that for the purposes of Data Protection Law, to the extent that the Customer Data includes any personal data, the Customer is the data controller and WhatWindscreen is the data processor in relation to Customer Data processed on behalf of the Customer in connection with the performance by WhatWindscreen of the Services. Where, in respect of any personal data, the Customer is a data processor on behalf of a third party, the Customer warrants that the Customer's instructions and actions regarding such personal data (including the appointment of WhatWindscreen as a data processor) have been authorised by such third party. The details of the processing to be carried out by WhatWindscreen as data processor are as follows (and the Customer acknowledges and agrees all such details as accurate and comprehensive):

13.1.1 **Subject-matter.** WhatWindscreen's provision of the Services.

13.1.2 **Nature and Purpose.** The looking up for part numbers for vehicles, using vehicle registration information.

13.1.3 **Duration.** For the duration of the Contract and thereafter until deleted or returned by WhatWindscreen in accordance with the Contract (or as otherwise agreed between the Customer and WhatWindscreen).

13.1.4 **Types of Personal Data.** Vehicle details comprised in the Customer Data provided to WhatWindscreen by (or at the direction of) the Customer or its authorised third parties, to the extent that such details constitute personal data.

13.1.5 **Categories of Data Subject.** Individuals about whose vehicles data is provided to WhatWindscreen by (or at the direction of) the Customer or its authorised third parties.

13.2 The Customer and WhatWindscreen shall each comply with all applicable requirements of Data Protection Law. This clause 13 is in addition to, and does not relieve, remove or replace, either of their obligations under Data Protection Law.

13.3 Without prejudice to the generality of clause 13.2, the Customer will ensure that it has all necessary consents and notices in place to enable the lawful transfer of the personal data to WhatWindscreen for the duration and purposes of the Contract, and that its instructions to WhatWindscreen shall not infringe (or otherwise place WhatWindscreen in breach of) Data Protection Law.

13.4 Without prejudice to the generality of clause 13.2, WhatWindscreen shall, where it acts as a processor of personal data on behalf of the Customer:

13.4.1 process that personal data only on the documented instructions of the Customer (and the Customer hereby instructs WhatWindscreen to process that personal data as required to perform its obligations under the Contract) unless WhatWindscreen is otherwise required by Applicable Law (being the laws of England and Wales or of any member of the European Union or the laws of the European Union applicable to WhatWindscreen) to process personal data (in which case WhatWindscreen shall notify the Customer of this before performing the processing required by Applicable Law unless Applicable Law prohibits WhatWindscreen from so notifying the Customer on important grounds of public interest);

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- 13.4.2 only appoint sub-processors as permitted under this clause 13;
 - 13.4.3 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
 - 13.4.4 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 13.4.5 not transfer any personal data outside of the Permitted Territory (being the European Economic Area and the UK) unless it does so in accordance with Data Protection Law (and the Customer hereby authorises WhatWindscreen to enter into any standard clauses required or provided for by Data Protection Law on its behalf and in its name as a data exporter and controller) and the prior written authorisation of the Customer has been obtained or such transfer is on the written instructions of the Customer (and the Customer hereby instructs and authorises WhatWindscreen to transfer personal data outside the Permitted Territory where required for the provision of the Services, including but not limited to where personal data is accessed by or on behalf of the Customer from outside the Permitted Territory, and where the Customer has been notified that an authorised sub-processor is located or stores or accesses personal data outside the Permitted Territory);
 - 13.4.6 taking into account the nature of the processing, assist the Customer, at the Customer's cost, by appropriate technical and organisational measures in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Customer's obligations under Data Protection Law with respect to (taking into account the information available to WhatWindscreen) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.4.7 notify the Customer without undue delay on becoming aware of a personal data breach, and (with regard to its obligations under paragraph 3.3.9) immediately inform the Customer if (in WhatWindscreen's opinion) an instruction of the Customer's infringes Data Protection Law;
 - 13.4.8 at the written direction of the Customer (including under clause 11.4), delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and
 - 13.4.9 make available to the Customer all information necessary to demonstrate its compliance with this Schedule and Data Protection Law (which shall remain WhatWindscreen's confidential information and which the Customer shall not disclose or use other than to confirm WhatWindscreen's compliance with Data Protection Law) and allow for and contribute to audits by the Customer or the Customer's designated auditor at the Customer's expense, on reasonable written notice during business hours and subject to such reasonable measures as WhatWindscreen (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities .
- 13.5 The Customer specifically authorises the appointment of any sub-processor set out in the Contract or otherwise notified to the Customer or used by WhatWindscreen prior to the Effective Date or any amendment to it and generally authorises WhatWindscreen to appoint further or alternative sub-processors. Where WhatWindscreen appoints or replaces a sub-processor it shall notify the Customer not less than 30 days in advance of any intended changes concerning the addition or replacement of such sub-processors. If the Customer wishes to object to such changes, it must do so within 30 days of receiving such notice, by

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notifying WhatWindscreen in writing accompanied by its reasons for such objection. Following any such objection, WhatWindscreen may engage with the Customer to provide alternatives or assurances in relation to such change. If the Customer (acting reasonably in relation to its legal or regulatory compliance obligations) continues to object to such changes the Customer may, within 30 days of receipt of the original notice, terminate the Contract on written notice without penalty. Where the Customer does not provide written notice of such termination, or continues to use the Services following the change, it shall be deemed to have accepted such change. WhatWindscreen shall remain fully liable for all acts or omissions of any sub-processor engaged by it (and such engagements shall be on such sub-processors' terms of business which incorporate data protection obligations which are the same or more onerous in their effect as those set out in this clause 13).

- 13.6 The Customer acknowledges that it has undertaken all due diligence it considers necessary in advance of entering into the Contract, and that any further requests for information, guarantees or assistance in this respect may involve additional costs at WhatWindscreen's standard rates in force from time to time.
- 13.7 The Customer acknowledges that WhatWindscreen may, as part of the Services, use the Customer Data to create anonymised statistical information regarding the Services and their usage (and in such circumstances the Customer shall be deemed to have instructed WhatWindscreen to do so, to the extent such activity involves the processing of personal data). Such anonymised information shall be WhatWindscreen's confidential information, and shall not form part of the Customer Data.

14 General

- 14.1 WhatWindscreen shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of WhatWindscreen or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 14.2 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives), save that WhatWindscreen may vary these Conditions on not less than 30 days' written notice and where the Customer does not notify WhatWindscreen that it wishes to terminate the Contract within such period, it shall be deemed to have accepted such variation.
- 14.3 No failure or delay by a party to exercise any right or remedy provided under the Contract 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.
- 14.4 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 14.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each

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party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

- 14.7 The Customer shall not, without the prior written consent of WhatWindscreen, assign, transfer or deal in any other manner with all or any of its rights or obligations under the Contract. WhatWindscreen may at any time assign, transfer or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.8 Nothing in the Contract 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).
- 14.9 The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.10 The Contract 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.
- 14.11 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 the Contract or its subject matter or formation (including non-contractual disputes or claims).