

**Foreshore Terms and Conditions  
Microsoft Office 365**

Foreshore Limited (“**Foreshore**”) is an authorised reseller of Microsoft Office 365.

These Conditions are entered into between the Customer and Foreshore and enable Foreshore to resell Microsoft Office 365 to the Customer.

These Conditions apply to Microsoft Office 365 only and incorporate the Order Form, the Microsoft Customer Agreement and any relevant Service Specific Term and Conditions.

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in these Conditions.

**1.1. Definitions:**

**Business Day:** a day other than a Saturday, Sunday or public holiday in England and the Channel Islands, when banks in London and the Channel Islands are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with Clause 6.

**Claim(s):** means any third-party claim(s) or allegations against Foreshore that arise out of or are connected with any default or breach or alleged default or breach of the Contract and/or these Conditions by the Customer, or any other act or omission by the Customer and all claim(s) that anyone other than the Customer threatens or makes against Foreshore because of the way in which Microsoft Office 365 is used.

**Commencement Date:** has the meaning given to that term in Clause 2.6.

**Consumer Customer:** means any customer who uses or requests Microsoft Office 365 for purposes which are outside his or her trade, business or profession.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 14.6.

**Contract:** the contract between Foreshore and the Customer for the supply of Services in accordance with these Conditions.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** have the meaning given to the terms in the Data Protection Legislation.

**Customer:** the person or firm who purchases Microsoft Office 365 from Foreshore including where relevant any End User(s).

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**Customer Data:** means all data, including all text, sound, video or image files, and software that are provided by the Customer to Microsoft through use of Microsoft Office 365.

**Data Protection Legislation:** means all applicable privacy and data protection laws applicable to the performance of the Customer's and Foreshore's obligations under this Contract, including the Data Protection (Bailiwick of Guernsey) Law, 2017, the Data Protection (Jersey) Law 2018, Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018, the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales and/or Jersey, Guernsey or the Isle of Man relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

**End User(s):** means any employee or other individual or entity who is permitted to use Microsoft Office 365 by the Customer.

**Group:** means the relevant company, any holding company of that company, and any subsidiary of that company or its holding company.

**GST:** means the goods and services tax payable by the Customer in addition to the charges for Microsoft Office 365 pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Minimum Term:** means 12 (twelve) months from the Commencement Date or any other term specified in the Order.

**Microsoft:** means Microsoft Ireland Operations Limited.

**Microsoft Customer Agreement:** means the Microsoft Customer Agreement in the form available [HERE](#) or in such other form as Microsoft may request.

**Microsoft SLA:** means the service level agreement commitments described in the Microsoft Customer Agreement which Microsoft makes to the Customer regarding delivery and/or performance of applicable products including Microsoft Office 365.

**Microsoft Office 365:** means the Microsoft hosted on-line service subscribed to by the Customer under this

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Contract and the Microsoft Customer Agreement.

**Order:** the Customer's order for Microsoft Office 365 as set out in the Customer's purchase order form.

**Service Specific Terms and Conditions:** means any additional Foreshore terms and conditions belonging to a specific service which sets out service specific information such as specifications and technical information.

**Subscription:** means a registration for an alternate Microsoft service which may be available from Foreshore.

**Term:** has the meaning given to that term in Clause 2.8.

## 1.2. Interpretation:

1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3. A reference to **writing** or **written** includes email.

## 2. BASIS OF CONTRACT AND RIGHT OF USE

2.1. Foreshore are authorised to grant the right to the Customer to use Microsoft Office 365 and agrees to grant such right, in accordance with the terms of these Conditions.

2.2. If you are an individual representing an entity, you acknowledge that you have the appropriate authority to accept these Conditions on behalf of such entity.

2.3. Any reference to the Customer in these Conditions also includes reference to the End Users and the Customer shall procure that the End Users comply with these Conditions and remains fully liable for the acts or omissions of End Users as if they were the acts or omissions of the Customer.

2.4. Foreshore's ability to grant the Customer the right to use Microsoft Office 365 is subject to the Customer's acceptance of the Microsoft Customer Agreement. By entering into this Contract, the Customer is confirming that it has read, understood and agrees to the terms of the Microsoft Customer Agreement which is available [HERE](#) .

2.5. The Customer may not use Microsoft Office 365 if the Customer does not accept the terms of the Microsoft Customer Agreement.

2.6. The Order constitutes an offer by the Customer to purchase the right to use Microsoft Office 365 in accordance with these Conditions and the terms of the Microsoft Customer Agreement. The Order shall be deemed to be accepted when signed by the Customer, at which point and on which date the Contract shall be formed (the "**Commencement Date**").

- 2.7. The license to use Microsoft Office 365 is non-exclusive, non-sub licensable and may only be used for the Customer's (including the End User's) own personal use and the Customer accepts that the license to use Microsoft Office 365 is subject to further restrictions contained in the Microsoft Customer Agreement.
- 2.8. The Minimum Term of this Contract shall be twelve (12) months from the Commencement Date and shall automatically renew at the end of that period for a successive twelve (12) month term unless either party provides thirty (30) days' written notice of the intention not to renew the Contract prior to the expiration of the then applicable term.
- 2.9. Foreshore may accept or reject any proposed Customer at its discretion.
- 2.10. Any quotation given by Foreshore shall not constitute an offer.
- 2.11. If you are a Consumer Customer and you did not form your contract in person (e.g. in-store) but by telephone or online, you may cancel the Microsoft Office 365 service up to 7 Business Days from the day after the Commencement Date. The Contract will terminate once you have paid all outstanding charges. If you have no outstanding charges, the Contract will terminate when you notify us that you would like to cancel Microsoft Office 365.

**3. SUPPORT**

- 3.1. Foreshore will use commercially reasonable efforts to provide first-line support to assist the Customer with resolving issues relating to Microsoft Office 365, including but not limited to: account set-up, sign up, accounts and billing, service and software updates.
- 3.2. The Customer acknowledges that any support requests which cannot be resolved by Foreshore shall be referred to Microsoft or Insight Technology Direct (UK) Limited who is an authorised Microsoft partner.
- 3.3. For more information on support contact the Foreshore customer support using the details set out below. Calls to our customer support centre may be recorded for security and training purposes.

	Email:	Telephone/Mobile
Consumer Customers	hello@sure.com	151 from a Foreshore mobile or 0808101515247 from a Jersey landline
Enterprise Customers	serviceoperations@sure.com	01534 752300 for the Service Operations Centre

- 3.4. Foreshore does not make any guarantee or warranty that Microsoft Office 365 will be continuously available or fault free.
- 3.5. Foreshore does not guarantee compatibility of Microsoft Office 365 with any specific configuration of hardware or software.

- 3.6. Whilst Foreshore will use commercially reasonable efforts to resolve any support issues, Foreshore makes no warranties that any support services will be successful in resolving all issues that arise.
- 3.7. The Customer acknowledges and agrees that Microsoft may modify its products (including Microsoft Office 365) or may release a new version of a product at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its product offerings. The Customer acknowledges that Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, a product (including Microsoft Office 365).

#### **4. SERVICE LEVELS**

- 4.1. The Microsoft SLA makes certain service level commitments to the Customer. In the event of a service failure, the Customer may contact Foreshore who will use commercially reasonable efforts to resolve the issue in accordance with Clause 3.1. Where necessary, Foreshore will escalate the claim to Microsoft in accordance with the terms of the Microsoft SLA.
- 4.2. The Customer acknowledges that the ability to offer the Customer service credits is outside Foreshore's control.
- 4.3. In the event that Microsoft agrees to pay a service credit, it will not exceed the maximum amount referred to in the Microsoft Customer Agreement.
- 4.4. In the event that Microsoft does not accept a Customer's claim pursuant to the Microsoft SLA, Foreshore will not provide you with a service credit.
- 4.5. Foreshore's liability to pay the Customer service credits on behalf of Microsoft as detailed at this Clause 4 shall be the Customer's sole remedy for service failures.
- 4.6. Foreshore warrants to the Customer that the Services will be provided using reasonable care and skill.

#### **5. CUSTOMER'S OBLIGATIONS**

- 5.1. The Customer:
  - 5.1.1. shall use Microsoft Office 365 solely for its intended purposes;
  - 5.1.2. expressly agrees not to tamper with, make derivative works of, reverse compile, reverse engineer and/or disassemble any of the software or files provided with or made a part of the Microsoft Office 365 subscription;
  - 5.1.3. shall ensure that the terms of the Order and any information it provides to Foreshore is complete and accurate;
  - 5.1.4. shall co-operate with Foreshore in all matters relating to the Contract;
  - 5.1.5. shall provide Foreshore with such information as Foreshore may reasonably require in order to provide it with Microsoft Office 365;
  - 5.1.6. shall comply with all applicable laws;
  - 5.1.7. shall not use Microsoft Office 365 to download, process or transmit any illegal material;
  - 5.1.8. shall not resell the Microsoft Office 365 service to any third party.

- 5.2. It is the Customer's responsibility to ensure no unauthorised or illegal activity is conducted via Microsoft Office 365. Foreshore reserves the right to suspend or terminate the Customer's use of Microsoft Office 365 in accordance with Clauses 11 and 12 if as a result of unauthorised or illegal activity, we have been informed, suspect or are aware that your use of Microsoft Office 365 has caused or may cause damage to our network and/or illegal activity is being undertaken in connection with the use of Microsoft Office 365.

## 6. CHARGES AND PAYMENT

- 6.1. Upon signature of the Order Form, the Customer agrees to pay the Charges specified in the Order Form to Foreshore for the Term. The Charges are payable monthly in arrears and shall be invoiced from the month end in which the Order is signed.
- 6.2. Unless otherwise stated on the invoice, Charges are due at the end of the month in which the relevant invoice was issued and payments under these Conditions shall be in Pounds Sterling.
- 6.3. If any amount due to Foreshore is not paid by the applicable due date then Foreshore reserves the right, without prejudice to any other right or remedy it may have to:
- 6.3.1. Charge a late payment fee at the rates specified at [www.sure.com](http://www.sure.com); or
- 6.3.2. Charge interest on any unpaid amount due at the annual rate of the Bank of England's standard rate plus 4%, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 6.4. The Charges are inclusive of GST but exclusive of any other local taxes, levies or duties unless stated otherwise. The Customer is responsible for paying any such taxes.
- 6.5. The Customer agrees to notify Foreshore in writing within fourteen (14) calendar days of an invoice date if the Customer considers that invoice to be incorrect or invalid, giving reasons for this, failing which the Customer must pay that invoice by the date agreed. If only part of an invoice is disputed, the Customer will pay the undisputed amount as detailed herein.
- 6.6. Foreshore may from time to time vary the Charges by giving not less than twenty-one (21) days' written notice to the Customer.
- 6.7. The Customer agrees to indemnify and defend Foreshore against any liabilities, costs, expenses, damages and losses suffered by Foreshore as a result of the Customer's failure to pay any outstanding Charges.

## 7. DISCLAIMER OF WARRANTIES

- 7.1. The Customer acknowledges that the only warranties available to it for Microsoft Office 365 are those which are set out in the Microsoft Customer Agreement and provided by Microsoft.
- 7.2. The Customer acknowledges that its remedies in respect of any breach of warranty are limited to those detailed in the Microsoft Customer Agreement.
- 7.3. Foreshore provides no warranties in relation Microsoft Office 365 or any other Microsoft product. Unless required by applicable laws, Foreshore gives no express warranties, representations or conditions. To the maximum extent permitted under applicable laws, Foreshore excludes all implied warranties and conditions, such as implied warranties of merchantability, non-infringement, and fitness

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for a particular purpose.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Microsoft and its third-party licensors shall retain all Intellectual Property Rights in Microsoft Office 365. Except for the Customer's license to use Microsoft Office 365, the Customer shall not acquire in any way, any title, rights of ownership, or Intellectual Property Rights whatsoever in Microsoft Office 365 or any other Microsoft or Foreshore product and no Intellectual Property Rights are transferred to the Customer under this Contract.
- 8.2. The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 8.1.
- 8.3. Any Microsoft's obligation of defence of any Intellectual Property Rights infringement claims shall be as set out in the Microsoft Customer Agreement.

## 9. **DATA PROTECTION**

- 9.1. By using Microsoft Office 365, the Customer acknowledges that Microsoft and its authorised partners resellers may collect, use, transfer, disclose, and otherwise process the Customer Data, including personal data, as described in the Microsoft Customer Agreement. Microsoft may send direct communications to the Customer related to the terms of the Microsoft Customer Agreement or the operation or delivery of Microsoft Office 365.
- 9.2. The Customer acknowledges that any processing of the Customer Data by Microsoft is dealt with in the Microsoft Customer Agreement (and any Microsoft documentation referred to therein).
- 9.3. Both the Customer and Foreshore shall comply with the Data Protection Legislation.
- 9.4. Except to the extent otherwise dictated by the Data Protection Legislation, in respect of personal data relating to data subjects related to the Customer which are processed by Foreshore pursuant to this Contract, the Customer is the data controller and Foreshore is the data processor.
- 9.5. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Foreshore for the duration and purposes of the Contract.
- 9.6. Foreshore does not process personal data on behalf of the Customer other than limited Customer user data in order to provide technical support for Microsoft Office 365 and as may otherwise be required for account management, reporting, and any other lawful and legitimate purpose. The appendix to this Contract sets out the scope of the processing carried on by Foreshore under this Agreement. Foreshore shall, in relation to any personal data processed in connection with the performance by Foreshore of its obligations under this Contract:
  - 9.6.1. process that personal data only on the documented written instructions of the Customer unless Foreshore is required by applicable laws to otherwise process that personal data;
  - 9.6.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 9.6.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the

personal data confidential;

9.6.4.assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.6.5.notify the Customer without undue delay on becoming aware of a personal data breach;

9.6.6.at the written direction of the Customer, 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

9.6.7.maintain complete and accurate records and information to demonstrate its compliance with this Clause 9 and immediately inform the Customer if, in the opinion of Foreshore, an instruction infringes the Data Protection Legislation.

9.7. The Customer authorises Foreshore to transfer and process any personal data Foreshore processes to perform its obligations under this Contract and for Foreshore's other legitimate interests, outside of the European Economic Area (EEA), Jersey, Guernsey and/or the Isle of Man, provided that such transfer is made under a legal framework compliant with the Data Protection Legislation.

9.8. Where required by law, Foreshore, Microsoft (and their authorised partners, service providers and subcontractors), may be required to process the Customer Data for the purpose of disclosing it to law enforcement or other government authorities and the Customer hereby consents to such processing, in the event such consent is required.

9.9. Neither Foreshore nor Microsoft provide a back-up service for the Customer's data unless additionally purchased. Neither Foreshore nor Microsoft shall be liable for the loss of Customer Data as a result of the Customer's failure to back up its data.

## **10. LIMITATION OF LIABILITY AND INDEMNITY**

10.1. Nothing in these Conditions shall exclude or limit either party's liability for death or personal injury arising from its negligence or any claims arising from that party's fraud.

10.2. Foreshore excludes all liability to the greatest extent permitted by law in contract, tort (including negligence), breach of statutory duty or otherwise for indirect losses, claims, damages, expenses or proceedings; special, incidental or consequential loss or damage; loss of profits; and wasted management time incurred or suffered by the Customer either directly or indirectly in connection with these Conditions.

10.3. In all other instances Foreshore's total liability in aggregate shall be limited to no more than the Charges paid or payable by the Customer to Foreshore for the twelve (12) month period immediately preceding the last event giving rise to a claim.

10.4. The Customer will indemnify and defend Foreshore against any Claim(s). If there is an adverse final judgment (or settlement to which the Customer consents) resulting from any Claim(s), the Customer will pay it. Foreshore will promptly notify the Customer in writing of the Claim(s), specify the nature of the Claim(s) and the relief the third party seeks. Foreshore will give the Customer reasonable assistance in

defending the Claim(s). The Customer must have Foreshore's written consent before settling any Claim(s). Foreshore will not unreasonably withhold its consent.

- 10.5. Notwithstanding anything in the foregoing to the contrary, Foreshore is not responsible for and shall have no liability related to the availability or performance of Microsoft products or services, including, but not limited to, Microsoft Office 365. Foreshore is not responsible for and shall have no liability related to any representations, warranties, or service level agreements set forth in the Microsoft Customer Agreement or otherwise made by Microsoft with respect to Microsoft Office 365.
- 10.6. Notwithstanding anything herein to the contrary, Foreshore and Foreshore's employees, agents, contractors, and representatives will have no liability whatsoever for any unauthorised access, damages, or modifications to, or loss, corruption or destruction of, any of Customer's software, files, data, or peripherals, including, but not limited to, any of the foregoing occurring during the migration or storage of such data.
- 10.7. This Clause 10 shall survive termination of the Contract.

## 11. **SUSPENSION**

- 11.1. Foreshore may in its absolute discretion suspend the Customer's access to Microsoft Office 365 if: (a) the Customer is in breach of the Contract and/or the Microsoft Customer Agreement; and/or (b) the Customer has outstanding invoice(s) of more than two (2) months in arrears.
- 11.2. Foreshore will give the Customer notice before suspension where reasonable to do so.
- 11.3. Where such suspension is due to an act or omission of the Customer, the Customer will remain liable to pay all Charges, throughout the period of suspension.
- 11.4. Foreshore shall not be liable in any manner whatsoever to the Customer in the event of Foreshore's suspension of the Customer's subscription.
- 11.5. The Customer acknowledges that Microsoft may suspend a subscription for legal or regulatory reasons or as otherwise permitted under the Microsoft Customer Agreement. Foreshore will notify the Customer of such suspension as soon as reasonably possible. If Microsoft suspends the Customer's subscription, billing will be suspended until the service is re-enabled.

## 12. **TERMINATION**

- 12.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 12.1.1. the other party commits a material breach of any term of the Contract and/or the Microsoft Customer Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
  - 12.1.2. the other party 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;

12.1.3. where relevant, the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2. Subject to Clause 13.4, without affecting any other right or remedy available to it, either Foreshore or the Customer may terminate the Contract at any time without cause by giving the other party not less than thirty (30) day's written notice.

12.3. Without affecting any other right or remedy available to it, Foreshore may terminate the Contract with immediate effect and without any liability by giving written notice to the Customer if:

12.3.1. the Customer fails to pay any amount due under the Contract two (2) weeks after the due date;

12.3.2. Microsoft terminates the Customer's subscription for Microsoft Office 365 and the Microsoft Customer Agreement;

12.3.3. for any reason Foreshore is no longer entitled to grant a right to sell Microsoft Office 365.

### 13. **CONSEQUENCES OF TERMINATION**

13.1. Upon termination of this Contract by either party, the Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription (where available) with Foreshore, with Microsoft directly, or some other service.

13.2. Upon cancellation or termination of this Contract by either party, if Customer Data is not migrated within ninety (90) days, the Customer agrees that the Customer Data may immediately be deleted by Microsoft.

13.3. In the event that Microsoft assists with the migration of the Customer Data, this will incur an additional charge to be agreed between Foreshore and the Customer.

13.4. If the Contract is terminated by the Customer before the Minimum Term, the Customer shall owe all outstanding charges for the remainder of the Minimum Term. The Customer acknowledges that no refund is available for Charges that have been paid.

13.5. On termination of the Contract, the Customer shall immediately pay to Foreshore all of Foreshore's outstanding unpaid invoices and interest.

13.6. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.7. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### 14. **GENERAL**

14.1. **Force majeure.**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**14.2. Assignment and other dealings.**

14.2.1. Foreshore may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.2.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

**14.3. Confidentiality.**

14.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by 14.3.2

14.3.2. Each party may disclose the other party's confidential information:

14.3.2.1. to (where relevant) its Group companies, employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Group companies, employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 14.3; and

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

14.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**14.4. Entire agreement.**

14.4.1. 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.

14.4.2. Each 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 based on any statement in the Contract.

**14.5. Waiver.**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**14.6. Variation.**

Foreshore may revise these Conditions, at any time in our sole discretion by posting such revised terms at [www.sure.com](http://www.sure.com). Such revised terms shall be effective to the Customer upon posting or other notice, unless otherwise explicitly stated by Foreshore.

**14.7. Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**14.8. Notices.**

14.8.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or its residence

14.8.2. Any notice or communication shall be deemed to have been received:

14.8.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

14.8.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

14.8.2.3. 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. In this Clause 14.8.2.2, 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.

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

**14.9. Third party rights.**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**14.10. Governing law.**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Jersey law.

**14.11. Jurisdiction.**

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Each party irrevocably agrees that the courts of Jersey shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## APPENDIX A- DATA PROCESSING

### **Data Processing by the Supplier:**

**Subject matter:** all personal data processed by Foreshore for the Customer as is necessary for the purposes of the provision, billing and support of the contracted service as set out in this Contract.

**Nature:** the processing consists of the following activities: collecting, sorting, saving, transferring, restricting, reviewing and deleting data.

**Purpose of processing:** the data is processed for the following purpose: for the purpose of the provision of Microsoft Office 365 by Foreshore to the Customer, as set out in this Contract.

**Duration of the processing:** the data is processed for the Term plus any applicable time period specified to meet statutory obligations.

**Types of Personal Data:** Customer name, email address and postal address. Any other personal data provided to Foreshore in relation to the provision of support. Foreshore has no access to data held in Microsoft office 365.

**Categories of data subject:** Customers of Foreshore, their staff, contractors.