

## Sesui Terms and Conditions

### 1. Interpretation

In this contract:

**ADR Notice** – means as set out in clause 9.3

**Agreement** – means these Terms and Conditions and the Customer Order Form together.

**Business Day** - means any day other than a Saturday, Sunday or recognised public holiday in the relevant jurisdiction.

**Call Plan** - means any routing or management of calls to the Service, as may be configured on or by the Company's Network.

**Company's Network** – means any part of the infrastructure, software, programming and information associated with the design, operation or functionality of the Service.

**Company Website** – means any website operated by and registered to Sesui from time to time, the main company website being www.sesui.com.

**Customer** - the individual, company or body with whom Sesui makes this Agreement and includes successors and permitted assigns.

**Customer Order Form** – means the form, identified as **Form SES01xx** supplied by Sesui in respect of a request for the Service and authorised by the Customer.

**Dispute Notice** – as set out in clause 9.

**Dormant CLI** – A telephone number that receives an average of fifteen (15) minutes call traffic or less within three (3) consecutive months.

**ECNP** – Electronic Communications Network Provider

**Facility** - includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

**Initial Period** - for a Service will be a minimum period of 12 months or as set out in the Customer Order Form. The period set out in the Customer Order Form will take precedent over the date set out in these terms.

**"Intellectual Property Rights"** means all inventions and rights to inventions, rights in goodwill, rights in confidential information including, patents, registered designs, design rights, database rights and copyrights, know how and trademarks (whether registered or not) and all other forms of ownership including industrial and intellectual property rights in all documents or operating programmes for software operated systems whether in legible form or machine readable form and the goodwill therein and applications for any of the same with any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world whether owned by or licensed to Sesui relating to the Service or to the Numbers and / or to associated or accompanying literature and documentation together with any application by or on behalf of Sesui for any such rights.

**Premises** –means the place to and from which Sesui agrees to provide the Service.

**Regulatory Restriction** – means:

- (a) legal or regulatory restrictions;
- (b) restrictions due to domestic or foreign government policy;
- (c) other restrictions imposed on telecommunication operators in relation to providing telecommunication services (including, without limitation, licensing requirements and restrictions relating to reselling services), which operate such that the Agreement or any action taken or required to be taken in accordance with the Agreement, including without limitation the provision of the Global Services to the Customer, contravenes or may contravene any provision of any applicable law in force in the jurisdiction where the Global Services are being used or the Global Services are being supplied or used.

**Schedule** - means the schedule to this Agreement.

**Service** – means the service set out in the Customer Order Form.

**Service Level** – means such commitments as to provision of the Service by Sesui as are set out in the Service Level Agreement which is contained in the schedule hereto. The Service Level Agreement may be changed at any time by Sesui notifying the Customer in writing. Service Level Agreement shall be defined accordingly.

**Service Provider** - means a service provider from whom Sesui acquires any Service for the purpose of providing the Service to the Customer.

**Service Term** - means the Initial Period set out in the Agreement and any renewal period, for that Service.

**Sesui**- means Sesui Limited whose registered office is at Magdalen Centre, The Oxford Science Park, Oxford, OX4 4GA. Registered in the UK under company number: 0497 5554

### 2. Commencement and Duration of Agreement

This Agreement commences on the date that a copy of the Customer Order Form signed by duly authorised representatives of Sesui and the Customer is received by Sesui.

This Agreement will continue unless terminated by either party in accordance with the terms of this Agreement.

### 3. Provision of the Services

3.1 Sesui will:

- (a) provide the Customer with the Services detailed in the Customer Order Form on the conditions set out in the Agreement, for the avoidance of doubt including inter alia any special conditions agreed in writing by both parties on the Customer order form;
- (b) exercise the reasonable skill and care of a competent telecommunications service provider in providing the Service and if required in determining how best to provide the Service to the Premises;
- (c) use its reasonable endeavours to provide the Service by the date set out in the Customer Order Form for the avoidance of doubt all such dates are estimates and Sesui has no liability for any failure to meet any date;
- (d) comply with all laws and regulations enforceable at law relevant to the provision of the Service.

### 4. Company Website

4.1 Sesui shall, for the duration of this Agreement, provide to the Customer web portal access to their call information via the Company Website in 'real-time' and the Customer shall have a right to access and use the Company Website to the extent necessary and for the following purposes only:

- (a) viewing and downloading call detail records, statistical information and billing data stored on the Company Website only in relation to the calls made to or by the Customer;
- (b) activating and deactivating numbers or Call Plans; and
- (c) changing any part of the Service as the Customer deems appropriate regarding any telephone numbers allocated to the Customer by Company.

4.2 The Customer shall only amend, alter or change any parts of the Service in accordance with their training and authorisation level and/or as provided in writing from time to time by Sesui to the Customer.

- 4.3 Changes made by the Customer to their Service which cause any reduction in the Service Level are the sole responsibility of the Customer and Sesui will not be liable for any financial penalties incurred by any third party as a result of these actions.
- 4.4 Sesui accepts no liability for any amendments made by Customer to the Call Plans, call routing or calls management system.

## 5 Maintenance and Faults

- 5.1 Subject always to clause 3.1(b) above Sesui shall maintain the Service in an appropriate manner.
- 5.2 Sesui may:
- (a) suspend the Service in the event that any routine maintenance is likely to cause any impairment or suspension of the Service in which case Sesui shall give the Customer reasonable written notice of such maintenance / suspension;
  - (b) where a fault or impairment occurs to the Service, Sesui shall use its reasonable endeavours to repair such fault or impairment as quickly as possible, once the fault or impairment has been brought to Sesui's attention in writing by the Customer;
  - (c) where any fault or impairment is not caused by Sesui or its suppliers, Sesui will levy a reasonable charge for restoring the Service.

## 6. Charges

- 6.1 The tariff and charges for the Service are set out in this Agreement and may be varied from time to time by Sesui on 30 days written notice to the Customer.
- 6.2 Unless otherwise stated, any rental or recurring charges are invoiced monthly in advance and call charges and any ad-hoc maintenance or similar charges are invoiced monthly in arrears. Set-up and any other one-off charges will be invoiced on completion of the work. Unless otherwise stated, payment terms are 14 days from the date of invoice. Sesui may suspend the provision of Service in the event of any delay in payment. Sesui may, without prejudice to its other rights, charge interest and seek compensation in accordance with the revised late payment of Commercial Debts (Interest) Act 1998 as amended to be in line with European Directive 2000/35/EC.
- 6.3 Sesui may require a deposit or other security for payment of its charges.
- 6.4 Charging will begin on the date on which the Service becomes available. Charges will be based on Sesui's records.
- 6.5 VAT or other applicable sales tax will be added to the invoice at the prevailing rate from time to time.
- 6.6 The Customer hereby agrees that in the event (for what ever reason) that Sesui fails to receive from it's carriers any monthly call revenue properly due to Sesui in respect of the services, then Sesui shall have no liability to make any out payments deriving therein to the customer unless and until the carrier pays such revenue to Sesui.
- 6.7 The Customer hereby agrees to repay Sesui any charges or fines related to Regulatory Restrictions in the event that Sesui is required to pay any Regulatory Restriction charges or fines in connection with the Customer's service.

## 7. Limitation of Liability

- 7.1 Save as may be expressly provided herein neither Sesui nor any of its officers employees or agents shall have any liability whatsoever for any indirect or consequential loss of the Customer (including but without limitation, loss of business, profit, goodwill, and any loss arising out of any liability of the Customer to any other person) resulting from negligence or any other tort or any breach of contract on the part of Sesui or any of its officers, employees or agents arising out of any act, event or circumstance or series of any acts, events or circumstances relating to this Agreement or

otherwise howsoever with respect to the matters contemplated herein or in any contract collateral to this Agreement and all conditions, warranties or other terms whatsoever inconsistent with the provisions of this clause are hereby expressly excluded.

- 7.2 Notwithstanding the generality of clause 7.1 Sesui shall not be liable for any losses or damages sustained as a result of;
- (a) the failure of any independent contractors' telecommunications equipment including any software applicable thereto;
  - (b) the Customer's negligence or default ;
  - (c) a fluctuation in mains voltage ;
  - (d) faults of any ECNP software, line or equipment;
  - (e) electrical interference generated in or radiated by electric, electronic or other similar equipment or materials not supplied by Sesui;
  - (f) the lack of availability or poor quality of any Internet services; or
  - (g) the failure of any equipment which has not been provided by Sesui or the failure of any equipment which is outside the control of Sesui.
- 7.3 In the event that clause 7.1 should prove for any reason ineffective to exclude any liability referred to in that clause any such liability inclusive of any Value Added Tax or other sales tax shall be limited to £1,000,000 in respect of any claims or causes of action when aggregated, in any 12 month period.
- 7.4 Nothing in this Agreement shall have the effect of excluding or restricting the liability of Sesui or any of its officers, employees or agents for death or personal injury caused by such person's negligence.
- 7.5 Sesui's duty in performing any obligations under this Agreement or any contract collateral thereto is only to exercise the reasonable care and skill of a competent ECNP.
- 7.6 Should any third party bring any claim against Sesui relating to the Services, the Customer shall fully indemnify Sesui for any costs and / or losses incurred in respect of this.
- 7.7 Each provision of this paragraph, excluding or limiting liability, operates separately, if any part is held by a court of competent jurisdiction to be unreasonable or inapplicable, the other parts will continue to apply.
- ### 8. Matters Beyond the Reasonable Control Of Either Party
- 8.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts of local or central government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for failure to perform.
- 8.2 If as a result of a matter beyond the reasonable control of a party, the affected party is unable to do or delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected by the matter beyond its reasonable control and in performing those obligations shall use reasonable efforts to deploy its resources so that (when taken with obligations to third parties) there is no undue discrimination against the third party.
- 8.3 If the affected party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond its reasonable control, the other party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation to them.
- 8.4 If an event beyond a party's reasonable control occurs, that party must:
- (a) give the other party notice of the event promptly and an estimate of the non-performance and delay;

- (b) take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
- (c) resume compliance as soon as practicable after the event no longer affects either party.
- 8.5 If any of the events detailed in paragraph 8.1 above continue for more than 3 months either party may serve notice on the other terminating this Agreement.
- 9. Dispute Resolution**
- 9.1 If a dispute arises between the parties to this Agreement, the parties will use their reasonable endeavours to settle the dispute in accordance with this clause 9.
- 9.2 If any dispute arises out of or in connection with this Agreement, including any question regarding the existence, scope, validity or termination of this Agreement or this clause 9 (and including any tort or statutory claims) the Parties agree to first use reasonable endeavours to resolve any dispute by prompt discussion in good faith at a managerial level appropriate to the dispute in question. This procedure shall commence when either party gives notice (**Dispute Notice**) to the other setting out the issues in dispute and referring to this clause and, unless the Parties agree otherwise, shall be treated as having been exhausted if the dispute has not been resolved within 10 Business Days after receipt of the Dispute Notice.
- 9.3 If the Parties cannot reach a resolution under clause 9.2 they agree to attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure.
- (a) To initiate mediation, a Party must give notice in writing an advised dispute resolution notice (**ADR notice**) to the other Parties to the dispute requesting mediation. A copy of the request should be sent to CEDR.
- (b) If the dispute is not resolved within 42 days (or such other period as the Parties may agree) of the giving of the ADR notice, or if one of the Parties refuses to participate in mediation, either party may require that the dispute be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this clause 21, save that the Parties, notwithstanding anything in those Rules, preserve their right to appeal or refer to the English courts on questions of law.
- (c) The number of arbitrators shall be 1.
- (d) The place of the arbitration shall be London and the proceedings of the arbitration shall be governed by the laws of England and Wales.
- 9.4 This Agreement shall be governed by and construed in accordance with the law of England and Wales. The Parties agree that information concerning any arbitration, including, without limitation, information concerning any arbitration award, shall be treated as confidential and not disclosed to any third parties without the consent in writing of all of the Parties unless:
- (a) the information has come into the public domain other than through the fault of the party disclosing it;
- (b) disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the party disclosing the information, whether or not the requirement has the force of law;
- (c) disclosure is necessary in order to establish or protect any legal right of the party disclosing the information; or
- (d) the disclosure is limited to the directors and officers, professional advisers, auditors, bankers or insurers of the person disclosing the
- information, acting as such, or to a person intended to be called as a witness in the arbitration by the person disclosing the information, for the purpose of preparing his testimony, but provided that in any such case a written confidentiality undertaking in a form equivalent to this clause has first been obtained from that person.
- 9.5 A copy of the Sesui Code of Practise on Complaint Handling and Dispute Resolution can be found at [www.sesui.com](http://www.sesui.com), or requested from [support@sesui.com](mailto:support@sesui.com)
- 10. Term and Termination**
- 10.1 This Agreement shall continue from the date of execution by both Parties for a minimum of twelve months.
- 10.2 Either party may terminate a Service on three months notice (or such other period as set out in a Customer Order Form), not to expire prior to the expiry of any minimum term set out in the Customer Order Form or prior to the end of the Initial Period whichever is longer.
- 10.3 Either party may terminate the provision of a Service in the event of a material breach of the terms of this Agreement relating to the provision of such Service, such breach being capable of remedy by the other party, but which breach remains un-remedied 14 days after notice has been given of such breach.
- 10.4 Either party may terminate the provision of a Service forthwith in the event of a material breach of the terms of this Agreement relating to the provision of such Service, where such breach is incapable of remedy.
- 11. Use of the Service**
- 11.1 The Customer must not use the Service and must take reasonable steps to ensure that the Customer Service is not used:
- (a) in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful or fraudulent or, to the knowledge of the Customer, has any unlawful or fraudulent purpose or effect; or in connection with the carrying out of a fraud or criminal offence against Sesui or any other telecommunications operator or at all;
- (b) in a way that in Sesui's reasonable opinion could materially affect the quality of any telecommunications service including the Service provided by Sesui; or
- (c) by any other third party and is used only by the Customer as an End User.
- 11.2 Sesui and the Customer each agree to comply with their respective obligations under applicable data protection legislation and maintain all relevant registrations and notifications, including (in relation to the Customer) such registrations, notifications and consents that the Customer should obtain and maintain to enable Sesui to process the information.
- 11.3 The Customer with fully indemnify Sesui against any claims or legal proceedings, which are brought or threatened against Sesui by a third party where the Service is used in breach of this Agreement.
- 12. Intellectual Property Rights**
- 12.1 The Customer hereby agrees and recognises that all Intellectual Property Rights in connection with the Service are and shall remain the property of Sesui and the Customer shall not cause or permit anything to be done (or not done) which may damage or endanger the Intellectual Property Rights and shall indemnify Sesui against any loss suffered by Sesui by reason of any misuse by the Customer of the Intellectual Property Rights.
- The Customer shall:
- (a) Not use any trademark of Sesui so as to prejudice its distinctiveness or validity or the goodwill of Sesui or its company name therein nor in any way

use the name or any part of the name or any logo or getup of Sesui or the trade names or any part of the trade names of any part of the Service on or in connection with any telecommunications service facility or product other than the Service save as provided above.

- (b) Not use any trademark or trade name so resembling any trademark or trade name of Sesui as may cause confusion in the minds of members of the general public.
- (c) Ensure that all references to and use of any Intellectual Property Rights are approved in writing by Sesui and contain an acknowledgement in the form approved in writing by Sesui of its ownership of the same.
- (d) Keep Sesui promptly and fully notified of any actual, threatened or suspected infringement of or any action, claim or demand or proceedings in relation to any of the Intellectual Property Rights which may come to its attention and shall render to Sesui all assistance which Sesui reasonably requires in connection therewith including taking or resisting any proceedings.

### 13. Obligations of Customer relating to the provision of Services

#### 13.1 The Customer shall:

- (a) ensure that all equipment connected to the Services by, or on behalf of the Customer is technically compatible with the relevant Service(s) and that both its Premises and equipment comply with all relevant regulatory conditions (including any applicable legislation);
- (b) ensure that the details provided to Sesui in order to enable Sesui to provide the Services is complete and accurate;
- (c) ensure that all equipment connected to the Services complies with and is used in accordance with all reasonable procedures (including security and safety procedures) and possesses all approvals, necessary to allow it to be connected to the Services;
- (d) not alter, tamper, reverse engineer, repair or attempt to repair the Services or cause, or allow, a third party to do any of these acts. For the avoidance of doubt the Customer may alter its services via the Company Website, in accordance with the terms of the Agreement;
- (e) be solely responsible for selecting, supplying and maintaining its own facilities and equipment and the purpose(s) for which it acquires and uses the Services;
- (f) be solely responsible for the content and security of any data or information which it sends or receives using the Services and warrants that it, and its employees, contractors and agents will not use the Services for any purpose that may be unlawful, illegal or defamatory; and
- (g) notify Sesui one month in advance of any activity that may cause their traffic volumes to increase by more than [30]% in any given period.

#### 14. Suspension or Cancellation of Services

14.1 Sesui may without notice suspend, limit or cancel the provision of Services, which for the avoidance of doubt includes suspension of the right to access the Company Website by the Customer at any time:

- (a) in the event of an emergency or whenever Sesui or its service provider's consider it necessary or reasonable in order to provide resources to emergency and other essential services;
- (b) if the supply of a Service is or is to become unlawful;

- (c) if in the opinion of Sesui the provision of a Service or continued provision of a Service is liable to cause death or personal injury or damage to property;
- (d) if Regulatory Restrictions apply to the supply and/or the use of a Service;
- (e) the Customer's use of a Service interferes with the efficiency of Sesui's, or a Service Provider's, network and the Customer fails to rectify the situation; or
- (f) if the Customer has breached any of the terms of this Agreement, including, without limitation, the obligation to pay any sums due, if ordered to do so by any competent authority.

14.2 Sesui may suspend, limit or cancel the provision of a Service at any time by written notice to the Customer:

- (a) if the Customer defaults in the due payment of any charges for a Service;
- (b) if a Service Provider ceases to supply, or gives Sesui notice of its intention to cease to supply, services necessary for Sesui to supply a Service to the Customer; or
- (c) if a third party holding an encumbrance takes possession of the whole or a substantial part of the undertaking or property of the Customer or the Customer becomes unable to pay its debts when they are due or enters into, or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors generally.

14.3 Where provision of a Service has been suspended under clause 14.2(a), re-supply may be subject to the payment by the Customer of a re-supply charge which will be advised to the Customer by Sesui prior to the Service being re-supplied.

14.4 If Sesui cancels a Service; it may enter the Premises and remove any Facility belonging to Sesui connected with that Service. If Sesui is unable to gain access to the Premises it may recover the value of the Facility from the Customer as a debt due to Sesui.

14.5 Sesui reserves the right to charge at the prevailing rate or cancel any Dormant CLI from the Sesui network.

### 15. Confidentiality

15.1 The Customer shall and shall procure that its officers, employees and agents shall preserve the confidentiality of all commercial and other information provided by Sesui relating to the Service which comes to the attention of the Customer including without limitation all know-how, customer lists, specifications, details of launch dates of any telecommunication services or products and pricing information relating thereto ("Confidential Information") and shall not through any failure to exercise all due care and diligence or otherwise by any act or omission disclose or cause or commit to be disclosed any Confidential Information to any third parties save;

- (a) to the extent that such disclosure is strictly to enable the Customer to perform or comply with any of its obligations under this Agreement; or
- (b) to the extent that it is required by law that the Customer do so; or
- (c) where the information has come into the public domain otherwise than through a breach of any of the terms of this Agreement.

15.1.2 Neither the Customer nor any of its officers, employees or agents shall be entitled to make use of any Confidential Information other than during the continuance of this Agreement and then only so as to enable it or them to carry out the Customer's obligations pursuant to this Agreement.

15.2 Nothing in the Agreement shall prevent Sesui disclosing any of the Customer's confidential information to its employees, sub-contractors, advisers and other consultants on a 'need

to know' basis provided those persons are aware of the confidential nature of the information and in accordance with the Data Protection Act 1988.

## 16. Variation

16.1 Should the Customer request that Sesui make any variation to the Service (**Variation**), the request must be in writing (**Request**). For the avoidance of doubt the Request can be sent by email but Sesui is under no obligation to agree to any Variation requested. If Sesui agrees to the Variation, this Agreement will be varied from the date that Sesui confirms the Variation in writing to the Customer.

16.2 Sesui may vary this agreement at any time to:-

- (a) comply with any legal or statutory obligations, including but not limited to, any requirements from time to time under the Telecommunications Act 1984 and any other relevant and applicable legislation.;
- (b) comply with the applicable regulatory requirements;
- (c) comply with any final order, provisional order, direction, notice, specification, designation or consent made by the National Regulatory Authority relating to the Service;
- (d) change the charges payable under this Agreement;
- (e) introduce new Service features;
- (f) withdraw Service features;
- (g) introduce new or improved Service Levels;
- (h) maintain the integrity or security of the Service;
- (i) protect the use of Sesui's name and Trademarks; or
- (j) if agreed by both parties in writing.

## 17. Assignment

17.1 The Customer may not transfer any of its rights or obligations under this Agreement, without the prior written consent of Sesui.

17.2 Sesui may transfer its rights or obligations to any third party or associated person or company under this Agreement

## 18. General Notices

18.1 All notices, approvals, consents and other communications must be in writing and sent to the postal addresses, email addresses or fax numbers for notices specified in the Customer Order Form. Notices must not be sent by email unless otherwise provided in this Agreement.

18.2 Notices sent:

- (a) by hand are deemed to be received when delivered;
- (b) by post to an address in the UK are deemed to be received by the third Business Day after posting;
- (c) by post to an address outside the UK are deemed to be received by the seventh Business Day after posting;
- (d) by fax are deemed to be received when the sender's fax machine issues a successful transmission report;
- (e) by email are deemed to be received when the sender receives a valid read receipt.

## 19. Severance

If any clause or part of any clause is held by a court of competent jurisdiction to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

## 20. Waiver of rights

20.1 A condition of this Agreement, or a right created by it, may only be waived by a party by giving written notice to the other party.

20.2 A waiver of a breach of this Agreement does not waive any other breach.

## 21. Warranties

21.1 The Customer and Sesui each warrant to the other that entering into and performing its obligations under this Agreement does not breach any of its contractual obligations to any other person.

21.2 The Customer warrants that it has not relied on any representations or warranties by Sesui other than those contained in this Agreement.

## 22. No third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no third party shall have the benefit of or the right to enforce any term of this Agreement.

## 23. Interpretation

23.1 In this Agreement:

- (a) a reference to this Agreement includes all its parts described in clause 1.1, the Schedule and includes any amendment to or replacement of them;
- (b) a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural, and vice versa;
- (d) "includes", "including", "for example", "such as" and similar terms are not used, and are not to be interpreted as, words of limitation.

## 24. Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral agreements relating to its subject matter.

24.2 The parties acknowledge and agree that:-

- (a) the parties have not been induced to enter into this Agreement, by any representation, warranty, or other assurance not expressly incorporated into it; and
- (b) in connection with this Agreement, the only rights and remedies of the parties in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded.

24.3 Nothing contained in paragraphs 25.2 (a) and (b) above shall affect the rights or remedies of the parties in respect of any fraudulent misrepresentation.

## 25. Notice of Withdrawal of the Service

Where Sesui intends to withdraw the Service in its entirety and not offer a similar version, Sesui will give the Customer such notice as is required under the applicable regulatory requirements and Sesui will refund any charges paid in advance in respect of any period which ends after the date of withdrawal.

## 26. Law

This Agreement is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.

## Schedule

### Service Level Agreement