

Terms and conditions applying to the use of Domino Cloud

<https://domino.servitly.com/> is a site (the **Site**) operated by Domino UK Limited, incorporated and registered in England and Wales with company number 01750201 and whose registered office is at Trafalgar Way, Bar Hill, Cambridge, England, CB23 8TU (**Domino**).

If you have not already entered into an agreement with Domino and by which you have agreed to comply with these terms and conditions then, by using the Site, you accept these terms and conditions of use and you agree to comply with them.

These terms and conditions refer to the following additional terms, which also apply to your use of the Site:

- Domino Cloud Data Privacy Notice
https://domino.servitly.com/dashboard/terms_and_policy.
- Domino Cloud Terms of Website Use
https://domino.servitly.com/dashboard/terms_and_policy, which sets out the permitted uses and prohibited uses of our site. When using the Site, you must comply with the Terms of Website Use.
- Domino Cloud Cookie Policy
https://domino.servitly.com/dashboard/terms_and_policy, which sets out information about the cookies on the Site.
- Domino Cloud Privacy Policy
https://domino.servitly.com/dashboard/terms_and_policy.
- Domino Cloud Data Collection Notice
https://domino.servitly.com/dashboard/terms_and_policy.

You acknowledge and agree that you wish to use Domino's platform (the *Domino Dashboard*) available via the Site in your business operations.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.

Authorised Users: those of your employees who are authorised by you to use the Services, as further described in condition 2.2.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8.1.

Customer Data: the data inputted by you, Authorised Users, or Domino on your behalf for the purpose of using the Services or facilitating your use of the Services together with the system data gathered by Domino in accordance with condition 6.2.

DCI: the *Domino Cloud interface module* intended for use with the relevant *Domino* manufactured or *Domino* supplied equipment that you have in your custody.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either you or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Mandatory Policies: Domino's following business policies (as amended from time to time):

Privacy Policy - <https://www.domino-printing.com/en/tc/privacy-policy.aspx>

Anti-slavery and Human Trafficking Statement - <https://www.domino-printing.com/resources/English/legal/Anti-Slavery-and-Human-Trafficking-Statement.pdf>

Ethics and Anti-bribery Policy - <https://www.domino-printing.com/en/press-centre/ethics-policy.aspx>

Services: the services provided by Domino to you under these terms and conditions via the Site or via any other website notified to you by Domino from time to time.

Software: the online software application(s) provided by Domino as part of the Services.

Term: has the meaning given in clause 11.1.

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 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 interpreted accordingly.

- 1.2 Condition headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.8 A reference to writing or written excludes fax but includes email.
- 1.9 References to conditions are to the conditions of these terms and conditions.

2. Licence to use the Services

2.1 Subject to the restrictions set out in these terms and conditions, Domino hereby grants to you a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Term solely for your internal business operations.

2.2 In relation to the Authorised Users, you undertake that:

- (a) each Authorised User shall keep a secure password for their use of the Services, that such password shall be changed no less frequently than the system prompts the user to do so and that each Authorised User shall keep their password confidential;
 - (b) you shall permit Domino or Domino's designated auditor to audit the Services in order to establish the name and password of each Authorised User and your data processing facilities to audit compliance with these terms and conditions. Each such audit may be conducted no more than once per quarter, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business; and
 - (c) if any of the audits referred to in clause 2.2(b) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Domino's other rights, you shall promptly disable such passwords and Domino shall not issue any new passwords to any such individual.
- 2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property; and Domino reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this condition.

2.4 You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between Domino and you, and except to the extent expressly permitted under these terms and conditions:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (b) access all or any part of the Services or the Software in order to build a product or service which competes with the Services and/or the Software; or
- (c) use the Services and/or the Software to provide services to third parties; or
- (d) subject to clause 17.1, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or the Software available to any third party except the Authorised Users, or

- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or the Software, other than as provided under these terms and conditions; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Services, the Software or Domino's network and information systems.
- 2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Software and, in the event of any such unauthorised access or use, promptly notify Domino.
- 2.6 The rights provided under this condition 2 are granted to you only, and shall not be considered granted to any subsidiary or holding company of you.
- 2.7 You acknowledge and agree that:
- Domino may make changes at its discretion to the content and features of the Domino Dashboard, the Software or any of the Services;
 - Domino shall be free to terminate or suspend access to the Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach any of these terms and conditions.
- 3. Services**
- 3.1 Domino shall (subject as provided in these terms and conditions), during the Term, use its commercially reasonable endeavours to provide the Services to you in accordance with these terms and conditions.
- 3.2 Domino shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for when Domino is carrying out any maintenance.
- 4. Data protection**
- 4.1 In this condition 4, the following words and expressions shall have the following meanings:
- Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- Data Protection Legislation:**
- To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
 - To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.
- EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
- UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 4.2 Each of Domino and you will comply with all applicable requirements of the Data Protection Legislation.
- 4.3 Domino and you acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and Domino is the Processor.
- 4.4 You consent to Domino appointing Servitly srl as a third-party processor of Personal Data under the agreement (to which these terms and conditions apply). Domino undertakes that the terms of the appointment will reflect the requirements of the Data Protection Legislation.
- 5. Domino's obligations**
- 5.1 Domino shall perform the Services with reasonable skill and care.
- 5.2 Domino's obligations at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Domino's instructions, or modification or alteration of the Services by any party other than Domino or Domino's duly authorised contractors or agents. If the Services do not conform with the terms of condition 7.1, Domino may, in its absolute discretion, elect to use reasonable commercial endeavours to correct any such non-conformance. You acknowledge that you will have no remedy for any breach of the undertaking set out in clause 5.1, either if Domino does not elect to make any such correction or, having elected to do so, Domino fails to make any such correction, either in whole or in part, or otherwise.
- 5.3 Domino:
- does not warrant that:
 - your use of the Services will be uninterrupted or error-free;
 - that the Services, the Software and/or the information obtained by you through the Services will meet your requirements;
 - the Software or the Services will be free from Vulnerabilities or Viruses; or
 - the Software or Services will comply with any Heightened Cybersecurity Requirements.
 - 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 you acknowledge that the Services and the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4 These terms and conditions shall not prevent Domino from entering into similar agreements or arrangements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these terms and conditions.
- 5.5 Domino warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms and conditions.
- 5.6 Domino shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, your sole and exclusive remedy against Domino shall be for Domino to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Domino in accordance with the archiving procedure. Domino shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 6. Your obligations**
- 6.1 You acknowledge that the Services cannot be provided unless you ensure that the DCI linked to the relevant Domino manufactured or Domino supplied equipment that you have in your custody is at all times functioning and Domino has a live remote connection to such equipment via that DCI.
- 6.2 You grant to Domino the right to connect throughout the Term to each DCI and (via such DCI) to the relevant Domino manufactured or Domino supplied equipment that you have in your custody, and to gather and use all and any system data therefrom.
- 6.3 You shall:
- provide Domino with:
 - all necessary co-operation in relation to the agreement (to which these terms and conditions apply) between you and Domino; and
 - all necessary access to such information as may be required by Domino;
 - in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - without affecting your other obligations under these terms and conditions, comply with all applicable laws and regulations with respect to your activities under these terms and conditions;
 - carry out all other of your responsibilities under these terms and conditions in a timely and efficient manner;
 - ensure that the Authorised Users use the Services in accordance with these terms and conditions and you shall be responsible for any Authorised User's breach of these terms and conditions;
 - obtain and shall maintain all necessary licences, consents, and permissions necessary for Domino, its contractors and agents to perform their obligations under these terms and conditions, including without limitation the Services;
 - ensure that your network and systems comply with the relevant specifications (if any) provided by Domino from time to time; and
 - be, to the extent permitted by law and except as otherwise expressly provided in these terms and conditions, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to Domino's relevant data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.
- 6.4 You shall own all right, title and interest in and to all of the Customer Data that is not personal data and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.5 You grant to Domino a royalty-free, fully paid-up, irrevocable and perpetual sole licence to use the Customer Data for any or all of the following: for the purposes of providing the Services, analysing purposes (whether or not for improving the future provision of the Services, or all and any services being provided to third parties (whether via the Site, the Domino Platform, or otherwise), for development purposes (whether or not such development relates to the Domino Platform, the Software or otherwise) including for, without limitation, the development of new and/or existing printing hardware, software, maintenance services and support services, and for improving any such printing hardware, software, maintenance services and support services that Domino or any of its affiliates may from time to time produce, supply or provide.
- 6.6 Notwithstanding anything to the contrary in these terms and conditions or otherwise, Domino shall have the right to acquire, license, develop for itself or have others develop for it, intellectual property and technology performing the same or similar functions as any Customer Data.
- 7. Proprietary rights**
- 7.1 You acknowledge and agree that Domino and/or its licensors own all intellectual property rights in the Services and the Software. Except as expressly stated herein,

- these terms and conditions do not grant you 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 or the Software.
- 7.2 Domino confirms that it has all the rights in relation to the Services and the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, these terms and conditions.
- 8. Confidentiality and compliance with policies**
- 8.1 Confidential Information** means all confidential information (however recorded or preserved) disclosed by Domino or its Representatives (as defined below) to you and/or your Representatives whether before or after the date on which you first use the Services in connection with any of the Site, the Services and the Software, including but not limited to:
- any information that would be regarded as confidential by a reasonable business person relating to:
 - the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of Domino (or of any member of the group of companies to which Domino belongs); and
 - the operations, processes, product information, know-how, designs, trade secrets or software of Domino (or of any member of the group of companies to which Domino belongs);
 - any information developed by Domino in the course of providing the Services and the parties agree that details of the Services, and the results of any performance tests of the Services, shall constitute Domino Confidential Information.
- Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
- 8.2 The provisions of this condition shall not apply to any Confidential Information that:
- is or becomes generally available to the public (other than as a result of its disclosure by you or your Representatives in breach of this condition);
 - was available to you on a non-confidential basis before disclosure by Domino;
 - was, is or becomes available to you on a non-confidential basis from a person who, to your knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to you;
 - the parties agree in writing is not confidential or may be disclosed; or
 - is developed by or for you independently of the information disclosed by Domino.
- 8.3 You shall keep Domino's Confidential Information secret and confidential and shall not:
- use such Confidential Information except for the purpose of exercising or performing your rights and obligations under or in connection with these terms and conditions (Permitted Purpose); or
 - disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this condition 8.
- 8.4 You may disclose Domino's Confidential Information to those of your Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- you inform such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - at all times, you are responsible for such Representatives' compliance with the confidentiality obligations set out in this condition.
- 8.5 You may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, you give Domino as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this condition 8.5, you take into account the reasonable requests of Domino in relation to the content of such disclosure.
- 8.6 Domino reserves all rights in its Confidential Information. No rights or obligations in respect of Domino's Confidential Information other than those expressly stated in these terms and conditions condition are granted to you, or are to be implied.
- 8.7 On termination or expiry of this agreement, you shall:
- destroy or return to Domino all documents and materials (and any copies) containing, reflecting, incorporating or based on Domino's Confidential Information;
 - erase all Domino's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- certify in writing to Domino that it has complied with the requirements of this condition, provided that you may retain documents and materials containing, reflecting, incorporating or based on Domino's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 8.8 Domino does not make any express or implied warranty or representation concerning its Confidential Information.
- 8.9 The above provisions of this clause 8 shall survive for a period of five years from termination or expiry of the Agreement.
- 8.10 In performing its obligations under these terms and conditions you shall comply with the Mandatory Policies.
- 9. Indemnity**
- 9.1 You shall defend, indemnify and hold harmless Domino 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 your use of the Services and/or the Software, provided that:
- you are given prompt notice of any such claim; and
 - Domino provides reasonable co-operation to you in the defence and settlement of such claim, at your expense.
- 9.2 Domino shall defend you against any claim that your use of the Services in accordance with these terms and conditions infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- Domino is given prompt notice of any such claim;
 - you do not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Domino in the defence and settlement of such claim; and
 - Domino is given sole authority to defend or settle the claim.
- 9.3 In the defence or settlement of any claim, Domino may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the agreement (to which these terms and conditions apply) on two Business Days' notice to you without any additional liability or obligation to pay damages or other additional costs to you.
- 9.4 In no event shall Domino, its employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- a modification of the Services or Software by anyone other than Domino; or
 - your use of the Services in a manner contrary to the instructions given to you by Domino; or
 - your use of the Services after notice of the alleged or actual infringement from Domino or any appropriate authority; or
 - your breach of any of these terms and conditions.
- 9.5 The foregoing and clause 10.3(b) state your sole and exclusive rights and remedies, and Domino's (including Domino'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 these terms and conditions:
- you assume sole responsibility for results obtained from the use of the Services and the Software by you, and for conclusions drawn from such use. Domino shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Domino by you in connection with the Services, or any actions taken by Domino at your direction;
 - 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 this agreement; and
 - the Services and the Software are provided to you on an "as is" basis.
- 10.2 Nothing in these terms and conditions excludes the liability of Domino:
- for death or personal injury caused by Domino's negligence; or
 - for fraud or fraudulent misrepresentation.
- 10.3 Subject to clause 10.1 and clause 10.2:
- Domino shall have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses; and
 - Domino's total aggregate liability to you (including in respect of the indemnity at clause 9.2), in respect of all breaches of duty occurring within any contract year shall not exceed the cap. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, Domino's total liability for those claims shall not exceed the single highest annual cap for those contract years.

- (c) In condition 10.3(b):
- (i) the cap is £5,000; and
 - (ii) a contract year means a 12 month period commencing on the Effective Date or any anniversary of it.

10.4 References to liability in this condition 10 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.5 Nothing in these terms and conditions or otherwise excludes your liability for any breach, infringement or misappropriation of Domino's Intellectual Property Rights.

11. Term and termination

11.1 The agreement (to which these terms and conditions applies) shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for a period of 12 months from and including the Effective Date and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months unless:

- (a) You notify Domino of termination, in writing, at least 60 days before the end of any such 12 month period, in which case the agreement shall terminate upon the expiry of the applicable 12 month period; or
 - (b) otherwise terminated in accordance with the provisions of this agreement, and the aggregate of each of such 12 months' periods shall constitute the **Term**.
- 11.2 Without affecting any other right or remedy available to it, Domino may (whether for cause or convenience) terminate the agreement at any time by giving not less than 14 days written notice to you.

11.3 Without affecting any other right or remedy available to it, either Domino or you may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified to do so;
- (c) the other party applies to court for, or obtains, a moratorium under Part 1A of the Insolvency Act 1986;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (f) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; or
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.

11.4 On termination of this agreement for any reason:

- (a) all licences granted under this agreement (other than that at condition 6.5) shall immediately terminate and you shall immediately cease all use of the Services and/or the Software;
- (b) you shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to Domino;
- (c) Domino may destroy or otherwise dispose of any of the Customer Data in its possession; and
- (d) 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 these terms and conditions which existed at or before the date of termination shall not be affected or prejudiced.

12. Force majeure

Neither you nor Domino shall be in breach of any of these terms and conditions or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three weeks, the party not affected may terminate this agreement by giving not less than seven days' written notice to the affected party.

13. Variation

No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Waiver

14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15. Severance

15.1 If any provision or part-provision of these terms and conditions 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 this agreement.

15.2 If any provision or part-provision of these terms and conditions is deemed deleted under clause 15.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Acknowledgements and agreements

16.1 The agreement (to which these terms and conditions apply) constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16.2 You acknowledge that in accepting these terms and conditions you do 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 these terms and conditions.

16.3 Nothing in this condition shall limit or exclude any liability for fraud.

17. Assignment

17.1 You shall not, without the prior written consent of Domino, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the agreement (to which these terms and conditions apply).

17.2 Domino 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 this agreement.

18. Third party rights

18.1 Unless it expressly states otherwise, the agreement (to which these terms and conditions apply) does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

19. Notices

19.1 Any notice given by you to Domino under or in connection with the agreement (to which these terms and conditions apply) shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at Domino's registered office; or
- (b) sent by email to contractnotices@domino-uk.com (or an address substituted in writing by Domino).

19.2 This condition 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.

20. Governing law and jurisdiction

20.1 The agreement (to which these terms and conditions apply) 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 interpreted in accordance with the law of England and Wales.

20.2 You and Domino each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).