



Advertiser Order Form

INTRODUCTION

This Order Form is used in respect of Alchemy’s digital ad exchange service known as “*Alkimi*”. Once this Order Form has been completed and signed by Alchemy and the Advertiser, Alchemy and the Advertiser will have a legally binding Agreement incorporating this Order Form and subject to the Terms and Conditions available on our website.

ALKIMI PLATFORM

The Alkimi Platform is a decentralised ad exchange platform that enables a computerised auction between advertisers who want to buy advertising space on digital assets, and publishers that want to sell digital advertising space. The Alkimi Platform facilitates a transaction between advertisers and publishers in real-time.

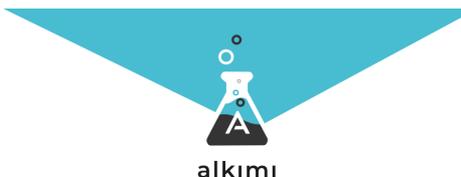
This Agreement details the terms under which the Alkimi Platform shall be made available to advertisers and how advertisers shall use the Alkimi platform to purchase Ad Inventory and deliver Ad Impressions.

Details

Commencement Date	
Advertiser Name	
Advertiser Registration Number	
Advertiser Registered Address	
Advertiser Service Fee	
Contact Name & Details	
Special Terms	

Signature and Acceptance

Signed for and on behalf of the Advertiser:		Signed for and on behalf of Alchemy Exchange Limited:	
Signature		Signature	
Position		Position	
Name		Name	
Date		Date	



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Terms and Conditions for Advertisers

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings unless the context requires otherwise:

“Ad Inventory” the digital advertising units that the Advertiser may purchase;

“Ad Impression” the delivery of the advertising from Advertiser to the relevant Ad Inventory;

“Advertiser” the advertiser legal entity set out in the Order Form;

“Advertiser Service Fee” the fee specified as the “Advertiser Service Fee” in the Order Form, calculated as a percentage of the Closing Bid (unless otherwise stated);

“Agreement” this Alchemy Advertiser Agreement comprising the Order Form and these Terms and Conditions;

“Alchemy” Alchemy Exchange Limited (registered number 13237946), a company registered in England and Wales, whose registered office is at 1 Paternoster Square, London, EC4M 7DX;

“Alkimi Platform” the Alkimi ad exchange platform used to facilitate an auction of Ad Inventory;

“Bid Request” an invitation from publishers to sell Ad Inventory to Advertiser indicating a desired price;

“Bid Response” the bid price and ad markup from the Advertiser willing to purchase the Ad Inventory;

“Charges” the Closing Bid submitted by Advertiser for the Ad Inventory plus the Advertiser Service Fee;

“Closing Bid” the Advertiser’s bid for Ad Inventory selected as the highest bid by the Alkimi Platform;

“Commencement Date” the date specified as the “Commencement Date” in the Order Form;

“Confidential Information” any know-how, trade secret, documentation or information (whether commercial, financial, technical, operational or otherwise) relating to its business, affairs, operations, processes, intentions, customers or suppliers and which is either marked as “confidential” or which the other party was or ought reasonably to be aware was of a confidential nature;

“Force Majeure Event” an event beyond the reasonable control of a party including: an act of God, governmental intervention, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute to the extent to which those things do not involve employees of the party claiming relief, seriously adverse weather, disease or the act or intervention of a competent judicial or regulatory authority;

“Initial Term” a period of 12 months with effect from the Commencement Date;

“Insolvency Event” an order being made or a resolution being passed for the winding up of a party or circumstances arising which entitle a court of competent jurisdiction to make a winding-up order of a party or an order being made for the appointment of an administrator to manage the affairs, business and property of a party or documents being filed with a court of competent jurisdiction for the appointment of an administrator of a party or notice of intention to appoint an administrator being given by a party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a receiver being appointed of a party’s assets or undertaking, or circumstances arising which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of a party, or any other person taking possession of or selling a party’s assets, or a party making any arrangement or composition with its creditors or making an application to a court of competent jurisdiction for the protection of its creditors in any way, or a party ceasing to trade or a party taking or experiencing any similar action in any jurisdiction in consequence of debt;

“Intellectual Property Rights” (a) copyright, database rights, patents, rights in trade marks, designs (in each of the last two cases, whether registered or unregistered), knowhow and confidential information; (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection, in the case of each of (a), (b) or (c) which is existing in the United Kingdom;

“Month” the period beginning on and including the first of each calendar month and ending on and including the last day of such calendar month;

“Order Form” the order document, completed and executed by both parties;

“Renewal Term” each consecutive period of 1 month following the expiry of the Initial Term and beginning on the anniversary of the Commencement Date;

“Service” the Advertiser’s use of the Alkimi Platform to purchase Ad Inventory and deliver Ad Impressions in accordance with these terms;

“Support” access to the online help desk and any ad hoc technical support provided by Alchemy to Advertiser;

“Term” the Initial Term or any Renewal Term (where the Initial Term is subject to renewal under clause 12.1);

“VAT” value added tax chargeable in accordance with the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it; and

“Year” the 12 month period beginning on and including the Commencement Date and each subsequent period beginning on an anniversary of the Commencement Date.

1.2 In this Agreement:

1.2.1 headings are included for convenience only and do not affect the construction or interpretation of this Agreement;

1.2.2 any reference to a clause (unless expressly provided otherwise) will be a reference to a clause



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- of this Agreement. The Order Form shall have the same force and effect as if set out in the body of the Terms and Conditions;
- 1.2.3 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders including the neuter gender;
- 1.2.4 any reference to a person will, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons;
- 1.2.5 the words include, includes, including and included and similar words and expressions will be construed without limitation unless inconsistent with the context;
- 1.2.6 if there is any conflict as to the Order Form and these Terms and Conditions, the terms of the Order Form shall prevail; and
- 1.2.7 any reference in this Agreement to law or to any statute, statutory instrument, directive, regulation, order or other enactment mean the same as may be amended, enacted, replaced, extended, modified, consolidated or repealed from time to time.
- 1.3 Each of the parties warrants to the other that it has full power and authority to enter into and perform this licence.
- 2. THE SERVICE**
- 2.1 With effect from the Commencement Date, Alchemy shall make the Service available to Advertiser during the Term in accordance with the terms of this Agreement.
- 2.2 Alchemy gives no guarantee and accepts no liability for any Ad Inventory made available for purchase through the Service.
- 2.3 Advertiser will connect to the Alkimi Platform which will facilitate the submission of a Bid Response to a Bid Request of particular interest to Advertiser.
- 2.4 The Alkimi Platform will analyse the Bid Response and if Advertiser submits the highest bid, Advertiser will win the auction.
- 2.5 The Alkimi Platform will then instruct the entity responsible for the Ad Inventory to request the Ad Impression from the Advertiser's nominated ad server and the Advertiser will be responsible for the rendering of the relevant Ad Inventory.
- 2.6 Alchemy may from time to time make changes to the Service, including to improve its functionality and enable it to add new features and fix errors. Alchemy aims to minimise any disruption caused as a result of the implementation of such change.
- 3. REPORTING**
- 3.1 Advertiser shall receive monthly financial reporting detailing the number of Ad Impressions and the value of each Winning Bid via the Alkimi Platform.
- 4. ADVERTISER OBLIGATIONS**
- 4.1 Advertiser shall only use the Service:
- 4.1.1 in accordance with this Agreement and for the purpose of purchasing Ad Inventory and delivering Ad Impressions;
- 4.1.2 in good faith and in the manner in which is intended; and
- 4.1.3 in accordance with all laws and regulations.
- 4.2 Without prejudice to the generality of clause 4.1.3 Advertiser shall, in obtaining the Services, comply with all codes of practice relevant to the Service.
- 4.3 Advertiser shall immediately notify Alchemy if it believes or suspects that the terms of this Agreement have been breached.
- 4.4 If Alchemy reasonably believes that Advertiser is not complying with its obligations in this Agreement, Alchemy may immediately suspend (and without notice) Advertiser's access to the Service. Promptly following such suspension Alchemy shall notify Advertiser of the suspension, the reason for the suspension and how Advertiser can rectify the problem so that access to the Service can be restored.
- 5. ADVERTISER REPRESENTATIONS AND WARRANTIES**
- 5.1 Advertiser warrants and represents that during the Term it shall not use the Service (or procure or allow the Service to be used):
- 5.1.1 in any way that breaches any applicable local, code of practice, national or international law or regulation;
- 5.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 5.1.3 in any way that may damage Alchemy's reputation or that of the Service;
- 5.1.4 to allow any Bid Response or Ad Impression to include any material which:
- (i) is inaccurate;
 - (ii) contains any personal data which Advertiser is not permitted by law to include;
 - (iii) expresses an opinion which is not genuinely held;
 - (iv) contains any material which is defamatory or derogatory of any person;
 - (v) contains any material which is obscene, offensive, hateful or inflammatory;
 - (vi) promotes sexually explicit material, violence, any illegal activity or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (vii) infringes any copyright, database right or trade mark of any third party;
 - (viii) is likely to deceive any person;
 - (ix) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (x) contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or to attack the Service or a user's device;
 - (xi) is threatening, abusive or invade another's privacy, causes annoyance, inconvenience or needless anxiety, is likely to harass, upset, embarrass, alarm or annoy any other person; and/or



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- (xii) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement.
- 5.1.5 Advertiser represents and warrants that it has all rights, permissions and authority required to purchase Ad Inventory and create the Ad Impressions.
- 5.2 Advertiser is solely responsible for:
- 5.2.1 all content and material included in each Ad Impression and delivered to the Ad Impression including, but not limited to ensuring that any such content does not infringe any Intellectual Property Rights or other rights of a third party; and
- 5.2.2 ensuring the relevant ad server is running during the Term of this Agreement;
- 5.2.3 ensuring all Bid Responses contain accurate and necessary information.
- 5.3 Advertiser hereby agrees to fully indemnify and hold Alchemy harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Alchemy as a result of or in connection with any breach of this clause 5.
- 5.4 Without prejudice to any other rights or remedies Alchemy may have, if Advertiser fails to comply with any of the provisions of this clause 5, Alchemy may at its sole and absolute discretion:
- 5.4.1 cancel the delivery of any Ad Impressions which would otherwise be delivered to the Ad Inventory in respect of any Closing Bids; and
- 5.4.2 make ex gratia payments to any publisher which it reasonably believes has been affected by the non-compliance and recover such payments under clause 5.4.
- 6. ALCHEMY REPRESENTATIONS AND WARRANTIES**
- 6.1 By the nature of the Alkimi Platform, Alchemy cannot warrant that the Service will be entirely error free. Alchemy shall use its reasonable endeavours to remedy any errors reported by Advertiser as soon practicable following such report.
- 6.2 Alchemy will use reasonable efforts to ensure no "malicious code" is introduced into the Ad Impression, but it is impossible for Alchemy to identify all vulnerabilities, particularly where such vulnerabilities are not yet known to the security industry.
- 6.3 Alchemy makes no representation or warranty as to any Ad Impression or as to the benefit that Advertiser will obtain from its use of the Service.
- 6.4 Alchemy will not be liable to Advertiser for any Ad Inventory or advertising made available through the Alkimi Platform.
- 7. CHARGES**
- 7.1 Advertiser shall pay Alchemy the Charges for the delivery of Ad Impressions.
- 7.2 Alchemy shall render an invoice to Advertiser detailing the Charges which shall include the Closing Bid for each Ad Impression plus the applicable Service Fee.
- 7.3 Advertiser shall pay to Alchemy the amount due within 30 days of the date of an invoice.
- 7.4 Alchemy shall be entitled to vary the Advertiser Service Fee upon 30 days' written notice to the Advertiser.
- 7.5 Advertiser shall not be entitled to set-off any amounts owed to Alchemy unless the claim has been found to be valid by a final court ruling.
- 7.6 All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which Advertiser shall be responsible where applicable.
- 8. CONFIDENTIALITY**
- 8.1 Each party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Agreement. Each party may disclose Confidential Information to its employees, officers, professional representatives or advisers, sub-contractors and agents, provided that they:
- 8.1.1 need to know it for the purpose of exercising or performing that party's rights and obligations under this Agreement;
- 8.1.2 have been informed of the confidential nature of the Confidential Information divulged; and
- 8.1.3 agree to act in compliance with the confidentiality requirements of this Agreement.
- 8.2 The disclosing party shall procure that any third party to which Confidential Information is disclosed pursuant to clause 8.1 complies with the terms of this clause 8. Neither party will disclose Confidential Information to any other third party or use it except as otherwise permitted in this Agreement.
- 8.3 Notwithstanding any other provision of this Agreement, it shall not be a breach of this Agreement for either party to disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other similar) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected party gives all reasonable notice of such disclosure to the other party.
- 8.4 Subject to the other terms of this Agreement, the terms of this clause 8 shall continue to apply notwithstanding termination of this Agreement.
- 9. DATA PRIVACY**
- 9.1 Each party agrees that, in the performance of its respective obligations under this Agreement, it will comply with the provisions of the UK and EU General Data Protection Regulations (**GDPR**), together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time (together, **Data Protection Legislation**), in each case to the extent it applies to each of them. Where used in this clause 9, the expressions **data subject**, **personal data**, **personal data breach** and **process** bear their respective meanings given in Data Protection Legislation.
- 9.2 Alchemy is expected to process personal data on Advertiser's behalf for the purposes of performing the Services and otherwise fulfilling its obligations under this Agreement. The types of personal data that Alchemy is expected to process on Advertiser's behalf is profile information relating to



- individuals to whom Ad Impressions are to be displayed.
- 9.3 Where Alchemy processes personal data on Advertiser's behalf under or in connection with this Agreement, it will do so only in accordance with the terms of this Agreement and Advertiser's documented instructions (unless otherwise required by law in which case Alchemy will, where permitted, inform Advertiser of that legal requirement before processing).
- 9.4 Advertiser warrants that:
- 9.4.1 it will only provide (or ensure the provision of) personal data to Alchemy where that personal data has been lawfully obtained and where Advertiser is lawfully entitled to provide (or ensure the provision of) that personal data to Alchemy for the intended purpose and means of processing; and
- 9.4.2 any instructions given to Alchemy in accordance with clause 9.3 will be compliant with applicable Data Protection Legislation, be within the scope of Advertiser's obligations under this Agreement and will not (if properly performed) place either Alchemy or Advertiser in breach of their respective obligations under Data Protection Legislation; and
- 9.4.3 Advertiser will indemnify, keep indemnified and hold Advertiser harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against Alchemy arising from or in connection with any breach by Advertiser of this clause 9.4.
- 9.5 Where Alchemy processes any personal data on Advertiser's behalf under or in connection with this Agreement it will:
- 9.5.1 other than as permitted by Chapter V of the GDPR, not transfer or allow the transfer of that personal data outside the United Kingdom or European Economic Area without Advertiser's written consent;
- 9.5.2 ensure that any persons authorised to process the personal data are subject to a duty of confidence in respect of that processing;
- 9.5.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with the obligations imposed on Alchemy by article 32 of the GDPR;
- 9.5.4 notify Advertiser without undue delay on becoming aware of a personal data breach and cooperate with Advertiser to resolve that issue; and
- 9.5.5 at Advertiser's expense, provide the assistance that Advertiser may reasonably require to assist it to comply with its obligations to keep that personal data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with the appropriate supervisory authority regarding the relevant processing activities and/or respond to requests made by data subjects pursuant to Data Protection Legislation.
- 9.6 Advertiser authorises Alchemy to engage sub-processors from time to time provided that Alchemy will notify Advertiser of any intended changes concerning the addition or replacement of sub-processors and will impose upon any sub-processor (and ensure any sub-processor's compliance with) the terms of this clause 9 as if the processing being carried out by the sub-processor was being carried out by Alchemy (and Alchemy will be liable for the acts and omissions of its sub-processors as if they were Alchemy's own acts and omissions).
- 9.7 From time to time during the term of this Agreement Alchemy will (upon written request from Advertiser):
- 9.7.1 provide details in writing of its data processing activities carried out on Advertiser's behalf; and
- 9.7.2 on reasonable notice allow Advertiser (or its appointed auditor) to audit its compliance with these terms, subject to any reasonable requirements or restrictions that Alchemy may impose to safeguard the personal data it holds on behalf of other clients and/or avoid unreasonable disruption to Alchemy's business.
- 9.8 Alchemy will process personal data on Advertiser's behalf only during the term of this Agreement (and following termination to the extent required to perform any post termination obligations). On the termination or expiry of any part of the Services or this agreement as a whole, Alchemy will either delete or return all personal data processed on Advertiser's behalf in connection with the applicable Services, and delete any copies (except to the extent retention is required by law or for record-keeping purposes).
- 9.9 For the avoidance of doubt, nothing in this clause 9 or otherwise in this Agreement relieves either party of its own direct responsibilities and liabilities under Data Protection Legislation.
10. **INTELLECTUAL PROPERTY**
- 10.1 All rights, title and interest (including Intellectual Property Rights) in the Service, as between Alchemy and Advertiser, belong to Alchemy, and nothing in these terms shall operate to transfer any such rights to Advertiser.
- 10.2 All rights, title and interest (including Intellectual Property Rights) in Ad Impressions shall, as between Alchemy and the Alchemy, belong to Advertiser, and nothing in these terms shall operate to transfer any such rights to Alchemy.
- 10.3 Advertiser is entitled to use the Service as described in these terms and to use any report generated for the purposes of identifying the Charges payable and measuring the delivery of Ad Inventory and Ad Impressions.
- 10.4 Subject to clause 10.5, Alchemy will indemnify, keep indemnified and hold Advertiser harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses on a solicitor / own client basis) suffered or incurred by or awarded against the Advertiser as a result of or in connection with any claim that use of the Service in accordance with these terms infringes the Intellectual Property Rights of any third party subsisting in the United Kingdom (a **Claim**).
- 10.5 Advertiser shall:
- 10.5.1 give Alchemy written notice of any Claim;
- 10.5.2 allow Alchemy to assume control of the negotiation, defence and settlement of any Claim and not make any admissions or compromise in relation to the same; and



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- 10.5.3 at Alchemy's expense, give Alchemy such assistance as Alchemy may reasonably require in the negotiation, defence, settlement or compromise of each Claim.
- 10.6 Without prejudice to clause 10.4, where Alchemy becomes aware of any claim or potential claim that the Service infringes any Intellectual Property Rights of any third party, Alchemy may at its option:
- 10.6.1 suspend access to the Service (or the affected part), and withdraw the Reporting (or the affected part);
- 10.6.2 modify the Service to remedy the infringement; and/or
- 10.6.3 terminate this Agreement.
- 10.7 Nothing in this Agreement shall give Advertiser any right to use Alchemy's name, logo and any other trade mark or branding without the prior written consent of Alchemy.
- 11. LIABILITY**
- 11.1 Subject to clause 11.6, Alchemy's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement in any Year (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) will not exceed the total Advertiser Service Fees paid under the Agreement during that Year. For the purposes of this clause 11.1, any causes of action arising after the termination of this Agreement will be treated as having occurred immediately preceding the termination of this Agreement.
- 11.2 Subject to clause 11.6, Alchemy shall not be liable to Advertiser for:
- 11.2.1 loss of profits, revenues or contracts, lost savings, business interruptions, loss of goodwill or reputation, wasted expenditure or loss or corruption of data (in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable); or
- 11.2.2 indirect, incidental, special, punitive or consequential loss or damage.
- 11.3 Each party shall take all reasonable steps to mitigate any loss and damage it incurs in relation to any claim or action, whether for tortious act or omission including negligence, breach of contract, misrepresentation or otherwise, which it brings against the other.
- 11.4 The parties agree that should any limitation or provision contained in this clause 11 be held to be invalid under any applicable statute or rule of law, that limitation or provision shall to that extent be deemed to be omitted and that if any party becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out in this Agreement.
- 11.5 Alchemy will not be liable for any delay in or failure to comply with its obligations to the extent that the failure results from the actions or omissions of Advertiser.
- 11.6 Neither party excludes or limits its liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for any other loss or damage the exclusion or limitation of which is prohibited by English law.
- 11.7 Nothing in this Agreement shall limit or exclude Advertiser's liability in respect of any indemnity given under this Agreement.
- 12. DURATION AND TERMINATION**
- 12.1 This Agreement shall have effect on the Commencement Date.
- 12.2 This Agreement shall continue in effect for the Initial Term and shall thereafter automatically renew for successive Renewal Terms, unless either party gives the other written notice not less than 60 days that it does not wish this Agreement to renew, provided such termination shall not be prior to the expiry of the Initial Term.
- 12.3 Alchemy may terminate this Agreement immediately on written notice if:
- 12.3.1 Advertiser commits an irremediable breach of any of this Agreement, persistently commits remediable breaches or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;
- 12.3.2 Alchemy reasonably believes Advertiser is in breach of clause 5.1.2; or
- 12.3.3 there is a change of control of the Advertiser (within the meaning of section 1124 of the Corporation Tax Act 2010) and Alchemy has not provided its prior written consent to such change of control.
- 12.4 Without prejudice to its other rights or remedies, either party may terminate this Agreement immediately by written notice to the other if either party experiences an Insolvency Event.
- 12.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13. FORCE MAJEURE**
- 13.1 Subject to clause 13.2, a party ("**Affected Party**") shall not be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent to which that delay or non-performance arises from a Force Majeure Event.
- 13.2 So long as the Affected Party promptly notifies the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance, and so long as the Affected Party uses its reasonable endeavours to limit the effect of that delay or non-performance on the other party, to the extent the performance of the Affected Party's obligations is affected by the Force Majeure Event, those obligations shall be suspended while the Force Majeure Event continues. If performance is not resumed within 14 days (or such other period as is agreed between the parties) after that notice, the other party may terminate the affected Services immediately by written notice to the Affected Party.
- 13.3 The provisions of this clause 13 shall survive the termination of this Agreement.
- 14. NOTICES**
- 14.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:



- 14.2 delivered by hand or by post or other delivery service at its address set out above or to such other address as it has notified as being its address for service; or
- 14.2.1 sent by email to (in the case of Alchemy to legal@alkimiexchange.com and in the case of the Advertiser to the address first written in the Order Form or to such other address as it has subsequently notified as being its email address for service).
- 14.3 Any notice shall be deemed to have been received when actually received or, if sent by post, when returned through the postal service despite having been properly addressed and, 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, 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.
- 14.4 This clause 14 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.
15. **VARIATION**
- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
16. **ASSIGNMENT**
- 16.1 Alchemy may assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the prior written consent of Advertiser.
- 16.2 Advertiser shall not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the prior written consent of Alchemy
17. **GENERAL**
- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges and accepts that, in entering into this Agreement, it has not relied upon any representation, undertaking or promise except as set out in this Agreement.
- 17.2 Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.3 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and will not be construed as a waiver of that term or right, remedy, power or privilege and will in no way affect either party's right later to enforce or exercise it, nor will any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 17.4 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement will not in any way affect the remaining provisions or rights, which will be construed as if that invalid or unenforceable part did not exist.
- 17.5 This Agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute the one agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 17.6 Nothing in this Agreement will confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 17.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
18. **GOVERNING LAW**
- 18.1 This Agreement (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this Agreement.