



UPS General Terms for services and SaaS solutions

1 Introduction

1.1 We are UPS (**we, our, us**). We make available a range of software solutions on a software-as-a-service (**SaaS**) basis. We also make available a range of services – such as business management services and consultancy – that are separate to the core shipping and logistics services we provide to our customers.

1.2 These General Terms set out the general terms and conditions that apply to all services (other than our core logistics and shipping services) and SaaS solutions we offer and that are agreed upon in the respective Order Form(s). If you wish to subscribe to any of our SaaS solutions and/or buy any such services, you must accept these General Terms, our Data Protection Terms and the terms and conditions set out in your Order Form.

2 Definitions

In the Terms the following definitions apply:

Agreed Scope of Use means, in respect of a UPS Solution, what you and your users are allowed to use the UPS Solution for;

Charges means the fees for the UPS Solution(s) and any UPS Service(s) under a Contract, as set out in the Order Form or as otherwise agreed by you and us in writing;

Contract is defined in Clause 3.2;

Contract Year means, in respect of a Contract, a 12 month period starting on the Effective Date, or the anniversary of the Effective Date, as applicable, during the term of the Contract, except that the final Contract Year may be a period of less than 12 months depending on the effective date of termination of the Contract;

Data Protection Terms means, in respect of a Contract, our data protection related terms for services and SaaS solutions as agreed in the respective Order Form(s) as set out at [ups-data-protection-policy-Europe](#), and in the form existing as at the date the Contract is made;

Effective Date means, in respect of a Contract, the date the Contract is made in accordance with Clause 3.2;

General Terms means these terms and conditions, which are our General Terms for our UPS Services and Solutions (other than our core logistics and shipping services) and SaaS solutions;

Initial Service Term means, in respect of a UPS Service, the initial period starting on the Service Start Date during which we will provide the service to you, as set out in the Order Form;

Initial Subscription Period means, in respect of a UPS Solution, the initial period starting on the Solution Start Date during which we will provide the solution to you, as set out in the Order Form;

Order Form means, in respect of a Contract, our order form for the Contract, completed and signed by you and us pursuant to Clause 3, as may be replaced from time to time pursuant to Clause 4.3;

Parties means us and you, and a **Party** means either us or you as applicable;

Renewal Period is defined in Clause 4.1;

Renewal Term is defined in Clause 4.2;

Service Start Date means, in respect of a UPS Service, the 'Service Start Date' for the service set out in the Order Form;

Service Term means, in respect of a UPS Service, the Initial Service Term and any Renewal Term(s);

Solution Start Date means, in respect of a UPS Solution, the 'Solution Start Date' set out in the Order Form for the solution;

Subscription Period means, in respect of a UPS Solution, the Initial Subscription Period and any Renewal Period(s);

Terms means these General Terms and the Data Protection Terms;

UPS means, in respect of a Contract, the UPS Group member set out in the Order Form;

UPS Group means UPS and its affiliates from time to time;

UPS Service means, in respect of a Contract, a service that we have agreed to provide to you under the Contract;

UPS Solution means, in respect of a Contract, a SaaS solution provided by us that you have subscribed for under the Contract; and

you means a customer wishing to purchase, or who has purchased, one or more of our services (other than our core logistics and shipping services) and/or SaaS solutions from us. The name of the customer under a Contract is set out in the Order Form.

3 Order and subscription process

3.1 If you ask us to provide you with one or more services (other than our core logistics and shipping services) and/or SaaS solutions, and we are happy to do so, you and we will complete and sign an Order Form. Each Order Form will set out:

(a) in respect of each such service you wish to buy (if any): (i) details of the service; and (ii) the Service Start Date, Initial Service Term, length of any Renewal Term(s) and Charges for the service; and

(b) in respect of each SaaS solution you wish to subscribe for (if any): (i) details of the SaaS solution; and (ii) the Solution Start Date, Initial Subscription Period, Agreed Scope of Use, length of any Renewal Period(s) and Charges for the SaaS solution.

3.2 It is on the date an Order Form is executed (i.e. the date you sign it following signature by us, or vice versa) that a legally binding contract is made between you and us for the provision of the UPS Solution(s) and/or any UPS Service(s) set out in the Order Form (**Contract**).

3.3 Subject to any amendments made pursuant to Clause 4.3, each Contract consists of (i) the Order Form; (ii) these General Terms (in the form existing at the Effective Date); (iii) the Data Protection Terms; and (iv) any other documents incorporated into the Contract by reference, to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any proposal, standard terms of business, purchase order, confirmation of order, or similar document).

3.4 We only make available the services and SaaS solutions covered by the Terms to businesses who have entered into (and have in place with a member of the UPS Group) an active transportation agreement with UPS. By entering into a Contract, you confirm: (i) you are acting in the course of your business only; and (ii) you have entered into, and have in place, an in force a transportation agreement with a member of the UPS Group.

4 Managing your solutions and services

4.1 Your subscription to a UPS Solution (if any) under a Contract starts on the Solution Start Date and continues, subject to the provisions of the Contract, for the Initial Subscription Period. Each UPS Solution you subscribe for under a Contract (if any) may have the same, or a different, Initial Subscription Period. Your subscription to a UPS Solution under a Contract (if any) will automatically renew for the period set out in the Order Form for that solution (each such period, a **Renewal Period**) at the end of the Initial Subscription Period and any subsequent Renewal Period, except as otherwise set out in the Order Form (for example, we may agree in the Order Form that your subscription for a UPS Solution will automatically terminate at the end of the Initial Subscription Period or will continue on a rolling basis until either you or we terminate it on an agreed period of notice).

4.2 We will provide each UPS Service you have purchased under a Contract (if any) from the Service Start Date and, subject to the provisions of the Contract, for the Initial Service Term. Each UPS Service you purchase under a Contract (if any) may have the same, or a different, Initial Service Term. The provision of each UPS Service you have purchased under a Contract (if any) will automatically renew for the period set out in the Order Form for that service (each such period, a **Renewal Term**) at the end of the Initial Service Term and any subsequent Renewal Term, except as otherwise set out in the Order Form.

4.3 You may ask to make changes to a Contract at any time, including to change the nature or scope of any UPS Solution(s) and/or UPS Service(s) (as applicable) – for example, to change the Agreed Scope of Use for a UPS Solution under a Contract. Any change is subject to our agreement (which may be given or withheld in our absolute discretion). If we agree, you and we will complete, agree and sign a replacement Order Form that sets out full details of all of the UPS Solutions and/or any UPS Services, as applicable, you have purchased under the Contract (as updated by the relevant change(s)) as at the point the change takes effect. Once signed, the replacement Order Form will replace the pre-existing Order Form. The Contract change only takes effect once you and we have signed the replacement Order Form. The replacement Order Form will set out details of any additional Charges payable in respect of the changes, together with the agreed payment arrangements. Notwithstanding any other provision of the Terms, signature by you and us of a replacement Order Form pursuant to this Clause 4.3 will amend the Contract to which it relates (and will not create a new Contract).

4.4 If at any time you ask us to provide you with any additional services and/or SaaS solution(s) of the nature covered by the Terms, and we are happy to do so, you and we will complete and sign a new Order Form for the same, subject to and in accordance with the process set out in Clause 3 (thereby creating a separate Contract between you and us for such additional service(s) and/or SaaS solution(s), as applicable).

5 UPS Solutions

5.1 The provisions of Clause 5 apply where, in respect of a Contract, you have subscribed to one or more UPS Solution(s).

5.2 In respect of a Contract, we will provide each UPS Solution to you during the Subscription Period. You and your users are only allowed to receive, access and use each UPS Solution during its Subscription Period.

5.3 Subject to the further provisions of our Contract with you, we grant you a non-exclusive, non-transferable licence to access and use, and allow your users to access and use, each UPS Solution during the Subscription Period

- solely for your internal business purposes and for the Agreed Scope of Use. This licence will, in relation to each UPS Solution, automatically terminate at the end of the Subscription Period.
- 5.4 In respect of a Contract, and except as expressly agreed otherwise in the Order Form:
- only your users may access and use each UPS Solution. Except as set out in the Order Form, users must be customers or employees, officers, directors, or other staff members, employed or third parties engaged by you. An individual will cease to be a user if they no longer satisfy this requirement;
 - if the subscription you have selected for a UPS Solution is charged by reference to the number of users, you must ensure the total number of users do not exceed the number of permitted users set out in the Order Form; and
 - you must ensure that any user credentials used by each user are kept confidential and are only used by that user to access and use the relevant UPS Solution. Multiple users are not permitted to access and use the same account/credentials.
- 5.5 We aim to make each UPS Solution available for use during the times set out in the Order Form. However, you agree that: (i) nothing in the Terms or any Contract guarantees that any UPS Solution will be uninterrupted or error free; and (ii) there will be times when some or all UPS Solutions are unavailable. This unavailability may be planned (e.g. we are conducting planned maintenance or upgrades) or unplanned (e.g. there is technical failure resulting in service outage). Where possible, we try to give you as much notice of any planned unavailability as possible and we try to keep any disruption resulting from such unavailability to a minimum.
- 5.6 You accept that you and your users will be unable to access and use a UPS Solution under a Contract when it is unavailable. To the maximum extent permitted by applicable law, we do not accept any liability for any loss or damage you suffer as a result of any UPS Solution being unavailable.
- 5.7 Whilst we take pride in the provision of each UPS Solution under a Contract, each UPS Solution (including any solution outputs) are provided on a strictly "as is" and "as available" basis. The UPS Solutions should never be relied on as any form of guidance, advice, or instruction.
- 5.8 To the maximum extent permitted by applicable law, we shall not be liable to you: (i) for any inaccuracies, errors, and/or omissions in each UPS Solution (including any solution outputs); or (ii) for any loss or damage suffered by you and/or any third party in respect of any reliance that you and/or they place on any UPS Solution (including any solution outputs).
- 5.9 If you experience any technical issues using a UPS Solution, you may contact our support team, and we will try to resolve the issues. Where any issue has been caused by you – including as a result of the improper or incorrect use of a UPS Solution by you or your users – we may charge you for this support in accordance with our standard support rates (as updated from time to time). Details of our standard support rates are available at your Order Form
- 6 Acceptable use of UPS Solutions**
- 6.1 The provisions of Clause 6 apply where, in respect of a Contract, you have subscribed to one or more UPS Solution(s).
- 6.2 In respect of a Contract, you shall:
- not interfere or attempt to interfere with the functionality or proper working of the UPS Solution(s), or take any action that imposes an unreasonable, or disproportionately large, load on the infrastructure and/or applications that support and run the UPS Solution(s);
 - except as expressly permitted by the Contract, not copy, (sub)licence, sell, distribute, reproduce, duplicate, republish all or any part of the UPS Solution(s), or transfer, transmit, forward, or make available, the UPS Solution(s) to any person who is not allowed to access and use the same under the Contract;
 - not modify or adapt all or any part of the UPS Solution(s), or de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form, all or any part of the same;
 - not access or use all or any part of the UPS Solution(s) to create or make available a product or service that is the same as, or similar to, or that competes with, the UPS Solution(s); and
 - not import or transfer to any of the UPS Solution(s) or use any of the same to publish, post, disseminate, or distribute, either directly or indirectly: (i) any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; (ii) any material that is in breach of any intellectual property or other right of any person(s); (iii) any material that facilitates any illegal activity or causes damage or injury to any person or property; or (iv) software or other material that is damaging to the UPS Solution(s) or that could or is designed to harm people's computers, software, or web sites, including any viruses, malware or other malicious devices. We may disable your access to, and remove and delete, any material that we consider breaches this Clause 6.1(e) or any other provision of the Contract.
- 6.3 Your access to and use of the UPS Solution(s) under a Contract may be subject to additional terms and conditions as notified by us to you from time to time. You shall comply with any such terms and conditions. For example, we or the relevant third party may notify you of additional terms and conditions where, in respect of a Contract, we make available third party software tools, solutions, or components, (together, **Third Party Components**), the use of which is subject to additional terms and conditions that we need to pass on to you and to which you will be subject when using such Third Party Components.
- 7 General terms and conditions**
- 7.1 In respect of a Contract, we will provide each UPS Solution (if any) to you and perform each UPS Service (if any) using reasonable skill and care and in compliance with all laws that apply to us.
- 7.2 In respect of a Contract, you shall use any UPS Solution(s) and/or any UPS Service(s), as applicable, for lawful purposes only, in a manner consistent with all applicable laws and regulations, and in accordance with all policies, procedures, and instructions, notified by us to you from time to time.
- 7.3 Whilst we aim to perform our obligations under a Contract in accordance with any dates or timetables set out in or agreed pursuant to the Contract, we cannot and do not guarantee to do so.
- 7.4 You agree to cooperate fully with us and provide all assistance and information reasonably required by us to provide the UPS Solution(s) and any UPS Services under a Contract. We rely on the information you provide to us. You must keep us informed of any changes to this information and ensure it is accurate and kept up to date.
- 7.5 You are: (i) responsible for ensuring your users comply with the provisions of a Contract; and (ii) responsible and liable to us for all the acts and omissions of such persons. In particular, you are responsible for all consequences arising from the use or misuse of any user credentials or the UPS Solution(s). Any usage of a UPS Solution from a user's account shall be deemed to have originated from you.
- 7.6 We may add to or change any of the UPS Solutions or UPS Services under a Contract at any time without notice or explanation and without incurring liability to you. We may also remove from the scope of any UPS Solution your access to and use of any Third Party Component where the relevant third party licensor requires the removal of that component, or our right to make the Third Party Component available, is terminated, suspended or otherwise restricted.
- 7.7 We are not responsible for any virus, malware, and/or malicious device that affects your or your users' computers and technology systems and/or data as a result of the provision or use of the UPS Solution(s) and/or any UPS Services under a Contract.
- 8 Charges**
- 8.1 The charging, invoicing, and payment arrangements for each UPS Solution and any UPS Service(s) shall be as set out in this Clause 8.
- 8.2 The Charges payable under a Contract, and the applicable payment arrangements for those Charges, for:
- any UPS Solution shall, for: (i) the Initial Subscription Period, be as set out in the Order Form; and (ii) any Renewal Period, be our standard list price charges and payment arrangements for the solution that are in force (or will be in force) at the start of the Renewal Period, as determined by us and communicated to you in advance of the start of the Renewal Period; and
 - any UPS Service shall, for: (i) the Initial Service Term, be as set out in the Order Form; and (ii) any Renewal Term, be our standard list price charges and payment arrangements for the service that are in force (or will be in force) at the start of the Renewal Term, as determined by us and communicated to you in advance of the start of the Renewal Term.
- 8.3 In respect of a Contract: (i) the payment arrangements for Charges shall be set out in the Order Form; (ii) the Charges are stated exclusive of value added and other sales taxes, which shall be added at the prevailing rates as applicable and paid by you; (iii) all Charges shall be non-cancellable and non-refundable; and (iv) you shall pay each invoice submitted by us for the Charges within 30 days of the invoice date or as otherwise set out in the Order Form.
- 8.4 If any Charges under a Contract are not paid by the payment due date, we may (without prejudice to our other rights and without liability to you): (i) charge interest on the unpaid sum at an annual rate of 4% above the base lending rate of the [Bank of England] from time to time, commencing on the due date and continuing until fully paid, whether before or after any judgment; and/or (ii) terminate the Contract with immediate effect by giving prior written notice of such termination to you, provided: (a) we have given prior written notice to you of the non-payment; and (b) the unpaid amount has not been received by the end of the 10th clear day following the date of such notice.

9 Confidential Information

9.1 We will keep confidential any information of a confidential nature you disclose to us. You will keep confidential any information of a confidential nature we disclose to you. Information of a confidential nature does not include information: (i) which is (or becomes) available to the public other than by breach of a Contract; or (ii) where the person receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving persons are free to disclose it. Our confidential information includes details of the Charges.

9.2 You agree that we may disclose your confidential information in circumstances where we are required to do so by law, and where it is reasonably necessary for us to do so in order to perform our obligations and exercise our rights under a Contract or the Terms. We may also disclose your confidential information to our staff, sub-contractors, professional advisers, insurers, and affiliates. Where we do this, we will place an obligation on them to keep your information confidential.

10 Data protection

The Data Protection Terms set out certain provisions relating to the protection and use of personal information under a Contract. You and we shall comply with the Data Protection Terms.

11 Intellectual property rights

11.1 Subject to Clause 11.2, in respect of a Contract, all intellectual property rights: (i) owned by a Party on or prior to the Effective Date; or (ii) created by a Party in the performance of its obligations under the Contract, shall vest in and remain with that Party at all times, and neither Party shall obtain any rights in or to the intellectual property rights of the other Party.

11.2 Notwithstanding any other provision of these General Terms, you acknowledge and agree that, in respect of a Contract: (i) each UPS Solution is proprietary to us or our third party licensors and all rights, title, and interests in and to the same (together with any documentation we make available to you in connection with the same), including any intellectual property rights, are and shall remain our (or our third party licensors') exclusive property; (ii) except as otherwise set out in the Contract, neither you nor any user will acquire any rights in or to any UPS Solution; and (iii) but for the Contract, neither you nor any of your users would have any rights to access or use the UPS Solution.

11.3 We hereby grant to you a non-exclusive, non-transferable licence to use the intellectual property rights subsisting in any deliverables we produce as part of the provision of any UPS Services under a Contract (if any) in connection with your receipt and use of such services and for your internal business purposes only. This licence does not cover or include a licence to access or use any of our SaaS solutions (including UPS Solutions), which matters are addressed separately under these General Terms.

12 Suspension

Where, in respect of a Contract, you are in breach of any one or more of Clauses 5.3, 5.4, 6, 7.2 and/or 8, we may, without prejudice to any of our other rights and without liability to you, at our sole discretion and with immediate effect, suspend the provision of any UPS Solutions and/or any UPS Services, as applicable, until such time as we are satisfied that you have remedied the breach and we are able to recommence the provision the suspended solutions and/or services (as applicable).

13 Liability

13.1 Nothing in the Terms or a Contract shall exclude or limit a Party's liability for: (i) death or personal injury caused by that Party's negligence or the negligence of its directors, officers, employees or subcontractors; (ii) fraud or fraudulent misrepresentation by that Party or its directors, officers, employees or subcontractors; or (iii) any other liability that cannot be limited or excluded by law.

13.2 The warranties, conditions and terms in the Terms and a Contract are in lieu of all other conditions, warranties or terms which might, but for this provision, be implied or incorporated into any dealings between you and us in respect of any UPS Solutions and/or any UPS Services, as applicable, by applicable law or otherwise, all of which are excluded to the extent permitted by applicable law.

13.3 Subject to Clause 13.1, each Party excludes all liability for indirect or consequential loss or damage arising out of or in connection with the Terms and any Contract.

13.4 Subject to Clause 13.1, we exclude all liability for loss of profits, loss of production, loss of business, loss of contracts, loss of opportunity, loss of revenue, loss of anticipated savings, loss of technology, wasted management time, loss of, unavailability or damage to data, and/or loss of or damage to goodwill or reputation, in each case arising out of or in connection with the Terms or a Contract.

13.5 Subject to Clause 13.1, our total aggregate liability under or in connection with a Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) that arises as a result of any and all acts, omissions, events, circumstances or other matters:

(a) that occur during a Contract Year, shall be limited to an amount in pounds sterling equal to the Charges paid and/or payable by you to us under the Contract in respect of that Contract Year; and

(b) that occur at any time after the date of termination of the Contract, shall be limited to an amount equal to the Charges paid and/or payable by you to us under the Contract in respect of the final Contract Year.

13.6 You shall indemnify us against all claims, demands, actions, costs, damages, losses and expenses suffered or incurred by us or any other member of the UPS Group or its agents, subcontractors or third party providers arising out of, or in connection with, your access to and/or use of any UPS Solutions and/or any UPS Services, as applicable, under a Contract (including with respect to any third party claims threatened, alleged or brought against us arising out of, or in connection with, the same), except to the extent that such claims, demands, actions, costs, damages, losses or expenses are as a direct result of any breach by us of the Contract.

13.7 If any provision in this Clause 13 is held to be invalid it shall be deemed to be omitted, but if either Party thereby becomes liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions of this Clause 13.

14 Term and termination

14.1 A Contract will start on the Effective Date and will remain in full force and effect until terminated in accordance with this Contract or otherwise in law or equity.

14.2 Either Party may at any time terminate a Contract without cause by giving not less than 30 days' prior written notice of such termination to the other Party.

14.3 Either Party may terminate a Contract with immediate effect by giving written notice of such termination to the other Party at any time on or after the occurrence of any of the following events:

(a) the other Party commits a material breach of any of the provisions of the Contract and either that breach is not capable of remedy or, if the breach is capable of remedy, the other Party fails to remedy that breach within 30 days of being notified of the breach by the terminating Party; or

(b) a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party; notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder; any substantial part of the assets of the other Party is the object of attachment, sequestration, or other type of comparable proceeding; the other Party is unable or admits in writing its inability to pay its debts as they fall due; or the other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.

14.4 We may terminate a Contract with immediate effect by giving prior written notice of such termination to you at any time on or after you breach any one or more of Clauses 5.3, 5.4, 6, 7.2 and/or 8.

14.5 The Contract shall automatically terminate the date when

(c) the transportation agreement that you have in place with a member of the UPS Group terminates or expires and is not replaced by another transportation agreement with a member of the UPS Group.

14.6 A Contract shall automatically terminate upon the first date upon which each and every UPS Solution (if any) and UPS Service (if any) under the Contract has terminated or ended in accordance with the terms and conditions of the Contract.

15 Consequences of termination

15.1 Termination of a Contract shall not prejudice or affect any right of action or remedy accruing prior to such termination.

15.2 Notwithstanding any other provision of a Contract, on termination of the Contract: (i) the provision of each UPS Solution (if any) will stop and the Subscription Period for that solution will automatically end; and (ii) the provision of each UPS Service (if any) will stop and the Service Term for that service will automatically end, in each case on the Contract termination date.

15.3 Clauses 2, 3.3, 5.8, 7.7, 8, 9, 10, 11, 13, 15 and 16 of these General Terms, together with the Data Protection Terms, shall survive termination or expiry of your subscription or services and/or the relevant Contract and shall continue to apply, as shall any other provision which by its nature is intended to survive termination or expiry of your subscription or services and the relevant Contract.

16 General

16.1 Except in respect of a Party's payment obligations under a Contract, which shall apply at all times, neither Party is liable to the other Party for any delay or non-performance of its obligations under the Terms or a Contract

arising from any cause beyond its reasonable control including strikes or labour disputes, lock-outs, acts of God, war, terrorist attack, riot, civil commotion, malicious damage, compliance with any law, governmental order, rule, regulation or direction or any action taken by a government or public authority (including imposing an export or import restriction, quota or prohibition), nuclear, chemical or biological contamination, sonic boom, pandemic, epidemic, breakdown of or error or non-performance of plant, machinery, utility service, technology, or communications networks, fire, explosion, collapse of buildings, flood or storm.

- 16.2 Nothing in the Terms or any Contract shall create any rights for third parties.
- 16.3 You shall not without our prior written consent assign, transfer, sub-contract or sub-licence all or any part of your rights, benefits or obligations under the Terms or a Contract to any third party. We may sub-contract our obligations and assign or transfer all or any part of our rights or benefits under the Terms and/or a Contract to a third party.
- 16.4 Any failure or neglect by you or us to enforce at any time any provision contained within the Terms or a Contract shall not be construed nor deemed to be a waiver of its rights under the Terms or the Contract, nor shall it in any way affect the validity of the whole or any part of the Terms or Contract, nor prejudice your or our rights to take subsequent action.
- 16.5 If any provision of the Terms or a Contract is held for any reason to be void, voidable, or unenforceable, this shall not affect the validity or the enforceability of any other provision of the Terms or Contract or the remainder of the Terms or Contract as a whole.
- 16.6 No Contract shall be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties.
- 16.7 Subject to the Data Protection Terms, we may use third party subcontractors and service providers (including cloud services providers and other members of the UPS Group) to carry out any or all of our obligations under a Contract.
- 16.8 All notices required by the Terms and any Contract shall be in writing and sent to the relevant Party at the email address set out in the Order Form, or such other addresses as may be notified by the relevant Party to the other Party under this Clause 16.8, by email. Notices shall be deemed received upon arrival of the complete and uncorrupted email message on the recipient's server or email service.
- 16.9 The Terms and any Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You and we 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: (i) any of the Terms and their subject matter (including non-contractual disputes or claims); and/or (ii) any Contract and its subject matter or formation (including non-contractual disputes or claims).
- 16.10 If there is any conflict or ambiguity in the provisions of a Contract then the following order of decreasing precedence will apply: (i) the Order Form; (ii) the Data Protection Terms; (iii) the Terms; and (iv) any other documents referred to in the Contract.
- 16.11 In the Terms: (i) a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute; (ii) any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; (iii) any phrase introduced by the terms **including, include, in particular, for example, such as**, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (iv) any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).