







Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

8.8 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

8.8.1 death or personal injury to the extent resulting from the Company's negligence; or

8.8.2 liability incurred by the Customer to the extent resulting from fraud or fraudulent misrepresentation by the Company; or

8.8.3 any other matter which may not be limited or excluded by law to the extent arising out of the errors or omissions of Company.

8.9 This condition 8 shall survive termination of the Contract.

## 9. Intellectual Property Rights

9.1 In this condition 9, the following definitions apply:

**Intellectual Property Rights** means all patents, rights to inventions, or other intellectual property rights owned by or for the Company, including but not limited to trademarks, trade names, service marks, domain names, trade dress, trade secrets, know-how, confidential information, and other intellectual property rights.



## 20. Data Protection

For the purposes of this condition 20, “**Data Protection Laws**” shall mean (a) up to and including 24 May 2018 the Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, and (b) on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“

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