

Terms of use

Welcome. BT Tap to Pay on iPhone allows businesses to accept in-person, contactless payments from their iPhone – from physical debit and credit cards, to Apple Pay and other digital wallets, with no extra terminals or hardware needed.

We are British Telecommunications plc of One Braham Street, London E1 8EE, the owners of BT Tap to Pay (referred to below as the ‘app’).

By downloading the app, you are agreeing to the terms of this agreement which are legally binding. Please read it together with our [Privacy Policy](#) before you download and use the app. Only download the app if you have read the terms and agree to them.

If you do not agree to these terms, we will not allow you to use the app and you should not download it.

In this agreement, references to the ‘App Store’ means Apple’s App Store, and we refer to the rules contained in the Apple Media Services Terms and Conditions as the ‘App Store rules’.

1 This Agreement

1.1 This agreement is made between you and us. Apple is not a party to this agreement and has no responsibility for the app or its content.

1.2 We license you to download the app onto any compatible Apple-branded mobile devices, and to use it once you have downloaded it, provided you follow all the terms described in this agreement and the App Store rules. The licence:

1.2.1 is only for you personally and for mobile devices that you own or control (except in the situations described in clause 1.3) and it cannot be transferred to anyone else;

1.2.2 starts when you download the app; and

1.2.3 covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms by an in-app notification. If you do not accept the new terms, you will not be able to use the app.

1.3 The app can be accessed, used and downloaded by other accounts that are associated with you through Apple family sharing or volume purchasing in accordance with the App Store rules.

1.4 You must comply with the App Store rules as well as this agreement but, if there is any conflict between them, you should follow the App Store rules rather than the equivalent term here.

1.5 You do not own the app or any of its contents, but you may use it as permitted by this agreement and by the App Store rules.

1.6 If you intend to sell, discard or give away the mobile device on which you have downloaded the app, you must first remove the app from the mobile device.

1.7 You are not allowed to:

1.7.1 modify the app’s code in any way, including inserting new code, either directly or through the use of another app or piece of software;

- 1.7.2 deliberately attempt to avoid or manipulate any security features included in the app; or
- 1.7.3 pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

2 Eligibility

- 2.1 To be eligible to use the app, you must:
 - 2.1.1 be at least 18 years old;
 - 2.1.2 be operating as a sole trader or business and not acting as a consumer;
 - 2.1.3 be an authorised decision maker of your business if not a sole trader;
 - 2.1.4 not be a business in one of our payment provider's restricted categories mentioned below;
 - 2.1.5 have a bank account with a UK bank that you can link to the app; and
 - 2.1.6 have sufficient funds in your account to cover any refunds or chargebacks that may be payable.
- 2.2 The app is provided on our payment provider's platform. You must be authorised to use our payment provider's services on their payment platform and must successfully complete their customer identification and onboarding validation checks. You must separately enter into our payment provider's terms and conditions for the payment services (<https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms>). You must also adhere to our payment provider's Restricted and Prohibited Products and Services at all times (which can be found here: <https://www.adyen.com/legal/list-restricted-prohibited>). If you do not comply with our payment provider's terms and conditions, we may restrict or suspend the app upon reasonable notice.

3 Technical requirements

- 3.1 To use the app your mobile device needs to comply with the following minimum requirements:

Mobile device compatibility	iPhone XS or later
Operating system	iOS 15.4+
Space (minimum)	100Mb
Enabled capabilities	In-App Purchase, NFC Tag Reading, Push Notifications, Tap to Pay on iPhone

- 3.2 Please note that some contactless cards used by your customers may not be accepted by the app. Please note that BT Tap to Pay does not support American Express. Transaction limits may apply to payments being processed as set out by your customers' Bank.
- 3.3 Your mobile device will need to be connected to the internet every time a payment is processed. If your mobile device is offline, payments will not be able to be processed.

4 Support and contact

- 4.1 We are responsible for customer service in relation to the app and can help you if you are having any issues. You acknowledge that Apple has no obligation whatsoever to provide any support or maintenance services in relation to the app.
- 4.2 If you need to get in touch with us, you can use any of the following methods:
 - Our support pages** <https://www.bt.com/business/taptopay/help>
 - Email** support-centre@bt.com
- 4.3 If we need to get in touch with you, we will do so by email or an in-app notification.

5 Privacy and your personal information

5.1 These definitions set out below apply to this clause 5.

- 5.1.1 The following terms each have the meaning given to it in the UK General Data Protection Regulation: “Binding Corporate Rules”, “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor” and “Supervisory Authority”.
- 5.1.2 “Data Protection Legislation” means collectively: (i) any applicable laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual’s privacy, (iii) the GDPR/UK GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.
- 5.1.3 “Customer Personal Data” means only the proportion of Personal Data where you are the Controller and that we need to Process on your behalf as a Processor in providing the services to you under the terms of this agreement.

5.2 Notwithstanding any other provision in the terms of this agreement, for us to provide the app, Personal Data may be:

- 5.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
- 5.2.2 transferred by us worldwide to the extent necessary to allow us to fulfil our obligations under these terms and you appoint us to perform each transfer in order to provide the app provided that we will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including: (a) BT Group’s Binding Corporate Rules (for transfers among our Affiliates and transfers from you to us); and (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

5.3 We will be either Controller, Processor or both under these terms depending on the type of Personal Data Processed and the purpose of the Processing.

5.4 Where we act as a Controller:

- 5.4.1 We may collect, Process, use or share Personal Data with BT Affiliates and sub-processors, within or outside the country of origin in order to do any or all of the following:
- (a) administer the app;
 - (b) implement the app;
 - (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the app;
 - (d) manage, track and resolve incidents with the app;
 - (e) administer access to online portals relating to the app;
 - (f) compile, dispatch and manage the payment of invoices;
 - (g) manage the terms and resolve any disputes relating to it;
 - (h) respond to general queries relating to the app or these terms; or
 - (i) comply with applicable law.
- 5.4.2 We will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in our BT Privacy Policy and, where applicable, BT Group’s Binding Corporate Rules.

5.5 Where we act as a Processor:

- 5.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects are as follows:
- (i) **Subject matter of the Processing:**
BT will Process Customer Personal Data for the purposes of providing the BT Tap to Pay app.

- (ii) **Duration of the Processing:**
BT or its sub-processor will Process the Customer Personal Data for the BT Tap to Pay app for as long as the app is being provided to you.
 - (iii) **The Nature and Purpose of the Processing:**
The BT Tap to Pay app provides you with a payment processing service via the app which includes:
 - Processing of payment transactions and support related services
 - Fraud detection
 - Defending charge-backs
 - Reporting functionality
 - (iv) **Types of Personal Data and Categories of Data Subjects**
 - (a) The types of Personal Data Processed by BT or its sub-processors:
 - Name
 - Billing address
 - Delivery address
 - Email address
 - IP address
 - Payment details such as credit/debit card which may include CVC, expiry month, expiry year, cardholder name, card number, issue number.
 - Information for fraud detection including payment details; shopper name, device fingerprint, persistent cookie, shopper email, IP address, shopper reference, telephone, billing address, delivery address.
 - Any other information you elect to provide as part of the provision of the service.
 - (b) The Customer Personal Data may concern the following categories of Data Subjects:
 - You and your employees
 - Your customers
- 5.5.2 in order to perform its obligations under the terms of this agreement, we will:
- (a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in clause 5.14, except where:
 - (i) applicable law requires us to Process the Customer Personal Data otherwise, in which case, we will notify you of that requirement before Processing, unless to do so would be contrary to that applicable law on important grounds of public interest;
 - (ii) in our reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with clause 5.14 infringes the Data Protection Legislation and we will inform you of our opinion without undue delay and will not be required to comply with that instruction;
 - (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, that are appropriate to the risk represented by our Processing and the nature of the Customer Personal Data being Processed;
 - (c) provide notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
 - (d) only use the sub-processors approved by you by entering into the terms of this agreement or in accordance with clause 5.12; and
 - (e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to us, relating to:
 - (i) our obligation to respond to lawful requests from a Data Subject, to the extent practicable;

- (ii) the security of the Processing of the Customer Personal Data;
- (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
- (iv) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,

and you will reimburse our reasonable costs for this assistance except for the assistance set out in clause 5.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of our obligations set out in clause 5.5.2(b).

- 5.6 Unless applicable law requires us to store a copy of the Customer Personal Data, upon expiry or termination of these terms and at your option, we will delete or return the Customer Personal Data within a reasonable time period and you will reimburse our reasonable costs for this deletion or return of the Customer Personal Data.
- 5.7 We will make available to you the information demonstrating our compliance with our obligations set out in clauses 5.5 – 5.16, and, subject to 30 days' notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:

(a) the audit will:

- (i) not disrupt our business;
- (ii) be conducted during business days
- (iii) not interfere with the interests of our other customers;
- (iv) not cause us to breach our confidentiality obligations with our other customers, suppliers or any other organisation; and
- (v) not exceed a period of two successive business days;

- (b) you (or your third party auditor) will comply with our relevant security policies and appropriate confidentiality obligations; and
- (c) you will reimburse our reasonable costs associated with the audit and, where we conduct an audit of our sub-processors to demonstrate our compliance with our obligations set out in clause 5.5, those of its sub-processors.

- 5.8 We may demonstrate our compliance with our obligations set out in clauses 5.5 – 5.16 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose).
- 5.9 We will not disclose Customer Personal Data to a third party unless required for the performance of the service, permitted under these terms or otherwise required by applicable law.
- 5.10 We will ensure that persons authorised by us to Process the Customer Personal Data will be bound by a duty of confidentiality.
- 5.11 We may use sub-processors and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in clauses 5.5 – 5.16 will be imposed on any sub-processors.
- 5.12 We will inform you of proposed changes to our sub-processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving you notice and you will have 30 days starting from the date of the notice to object to the change, and

if you do not object in accordance with clauses 5.12(a) or 5.12(b), you will be deemed to have authorised the use of the new sub-processors.

- 5.13 You may object to the use of a new sub-processor by giving documenting material concerns that the sub-processor will not be able to comply with the Data Protection Legislation, and if such notice is received within the time required by clause 5.12, we will address your objection and we may use the relevant sub-processor to provide the service until the objection is resolved.
- 5.14 The terms of this agreement contain your complete instructions to us for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into the terms of the agreement to take account of any resulting change in the app.
- 5.15 You will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the service by us, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with us.
- 5.16 You will only disclose to us the Personal Data that we require to provide the app.
- 5.17 Where each party acts as a Controller in relation to the Processing of Personal Data under the terms of the agreement, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.
- 5.18 If, in accordance with clause 12, we propose amendments to the terms of the agreement to reflect changes to BT's security measures, policies and processes to enable us to comply with the Data Protection Legislation, you will act reasonably and in good faith.

6 Collection of technical information

We may collect and use technical data that might include, for example, the specifications of your mobile device and its software to help us provide software updates, product support, and other services related to the app. We may also use this information, if it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

7 Location data

- 7.1 The app will make use of functionality on your mobile device that can pinpoint your location. We will do this in order to capture location when taking transactions.
- 7.2 When you open the app for the first time, you will be asked whether the app can use your location and in what circumstances.
- 7.3 You can change your choices at any time in the app settings, and you can also turn the location services off at any time. The app will still function if location services are off, but its functionality may be reduced.

8 Acceptable use

- 8.1 You must comply with our Acceptable Use Policy and Compliance Obligations available here: [Terms and conditions for business customers \(bt.com\)](https://www.btc.com/terms-and-conditions-for-business-customers).
- 8.2 You must not use the app for the sale of any product or service that violates or is in contravention of any applicable law or Scheme Rule, or that appears in our payment provider's Prohibited and Restricted Services and Products List, available at <https://www.adyen.com/legal/list-restricted-prohibited>.

For the purposes of this clause, Scheme Rule means any of the bylaws, rules, regulations, operating regulations, procedures and/or waivers issued by any party who regulates and provides a specific payment method (e.g., Visa, MasterCard) as may be amended or supplemented over time, and with which you must comply with when using the app.

- 8.3 You must not use the app to do any of the following things:
- 8.3.1 break the law or any regulation, or encourage any unlawful activity;
 - 8.3.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
 - 8.3.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);

- 8.3.4 transmit any harmful software code such as viruses;
- 8.3.5 try to gain unauthorised access to computers, data, systems, accounts or networks; or
- 8.3.6 deliberately disrupt the operation of anyone's website, app, server or business.

8.4 If you use the app in any of the ways listed in clause 8.2 or 8.3 above, you will be liable for any claims, losses or damages that we suffer as a result, and you agree to indemnify us in full in respect of the same.

9 PCI DSS Compliance Obligations

- 9.1 In respect of PCI DSS compliance for BT Tap to Pay, you are the merchant and are responsible for assessing and maintaining PCI DSS compliance for your own business.
- 9.2 Where the BT Tap to Pay service forms part of your PCI DSS compliance, it is your responsibility to ensure all other elements besides from the BT Tap to Pay service are PCI DSS compliant.
- 9.3 You should contact your merchant acquirer to determine whether and how you must validate any required PCI DSS compliance. If at any time during the term of this agreement, we, in our sole discretion, deem your card security practices to be unacceptable, or if we deem you to be non-compliant with PCI DSS, we reserve the right to refuse to provide the BT Tap to Pay service, or to suspend the BT Tap to Pay service (as applicable) until such practices are remedied to our reasonable satisfaction.
- 9.4 If you refuse to comply with our reasonable instructions in accordance with clause 9.3, we may terminate this agreement.
- 9.5 We accept no liability in respect of any recommendations we make to you.
- 9.6 As of the date of this agreement, and then on an on-going annual basis, we will ensure that the BT Tap to Pay service complies with the PCI DSS.
- 9.7 You will indemnify us for any claims, losses, costs or liabilities that we incur as a result of your, or your customer's, failure to maintain PCI DSS compliance.

10 Intellectual property rights

- 10.1 If any third-party claims that the app or your possession and use of the app infringes their intellectual property rights, we (and not Apple) will be responsible for investigating the claim and, where appropriate, for defending, settling and/or discharging it.
- 10.2 We have obtained or owns a valid licence to use all trademarks, copyright, and other intellectual property rights in connection with the provision of the app. All rights of ownership in respect of these and over these will remain solely with us and/or our licensors (as the case may be). You have no intellectual property rights in, or to, the app other than the right to use them in accordance with these App terms of use.
- 10.3 Use of the app in a manner not permitted under these App terms of use is prohibited including, without limitation, transfer, resale, modification or distribution of part or all of the App.

11 Updates to the app

- 11.1 We may update the app from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that, we will ensure that the app still meets the description of it that was provided to you at the time you downloaded the app.
- 11.2 Updates will either download automatically or you may need to trigger them yourself, depending on your mobile device and its settings.
- 11.3 To ensure functionality of the app you must download all updates as soon as they become available. Depending on the nature of the update, the app may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the app updated to the latest version that we make available.

12 Changes to this agreement

- 12.1 We may need to revise this agreement from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in any law, regulation or guidance.
- 12.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the app.

13 External Services

- 13.1 The app may enable you to access services and websites that we do not own or operate (referred to below as 'external services').
- 13.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- 13.3 You must not use external services in any way that:
 - 13.3.1 is inconsistent with this agreement or with the terms of the external service; or
 - 13.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 13.4 From time to time, we may change or remove the external services that are made available through the app.

14 Fees

- 14.1 You must ensure that all information provided in respect of your bank details is accurate and correct and notify us as soon as possible of any changes to your details.
- 14.2 You agree to pay the applicable fees listed as "Your plan" which can be found in the settings on the app ('fees'). You agree that all fees are charged when a transaction is processed and are deducted first from the transferred or collected funds.

- 14.3 We reserve the right to change the fees upon two months' advance notice. You will be notified in advance of any changes to fees in advance by email. You will be deemed to have accepted the changes unless you notify us to the contrary before the changes come into force.
- 14.4 All fees are denominated in pound sterling.
- 14.5 Any payment instructions submitted by you to our payment provider must be correct, and we accept no responsibility for any instructions that are incorrect or submitted in error. You agree that we shall have the right to instruct our payment provider to withhold any agreed fees between them and you from any monies held by them on your behalf, for example where a charge back has been disputed.

15 Refunds and recovering losses

- 15.1 If you believe the app fails to meet the standards required by law (including that the app is of satisfactory quality, fit for purpose and as described), please contact us. Any claims, losses, liabilities, damages, costs or expenses in respect of this clause will be our sole responsibility, including claims:
 - 15.1.1 that relate to product liability;
 - 15.1.2 that the app fails to conform to any applicable legal or regulatory requirement; and
 - 15.1.3 arising under consumer protection, privacy, or similar legislation.
- 15.2 If we breach this agreement or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time this contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 15.3 We are not liable to you for:
 - 15.3.1 any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage;

15.3.2 any user error or mistakes you or any other person makes when using the app, for example entering the wrong amount of payment; or

15.3.3 any data charges on your mobile device.

15.4 If the app damages your mobile device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask you for information (including photographs) about what has happened so that we can understand the nature of the problem.

15.5 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

15.6 Other than for those matters set out in clauses 15.3 and 15.5, our total liability under or in connection with this agreement will be limited to the greater of:

15.6.1 £10,000, and

15.6.2 an amount equal to the charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date.

16 Failures of networks or hardware

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your mobile device and the App Store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your mobile device (such as a faulty camera), App Store failure or anything else that it would not be reasonable to expect us to control.

17 Prohibited territories and persons

17.1 You represent and warrant that you are not:

17.1.1 located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country; and

17.1.2 on any US Government list of prohibited or restricted parties.

17.2 If either of the situations in clause 17.1 apply to you, you are not permitted to download and use the app.

18 When we may restrict, suspend or end the app

18.1 We may stop providing the app and end the agreement under these terms at any time with reasonable notice.

18.2 We may restrict or suspend the app:

18.2.1 if we need to do any work on the app, including to maintain, repair or improve the performance of the app;

18.2.2 if you do not pay us on time and in the way in these terms; and

18.2.3 if we reasonably believe:

(a) you have not complied with any of our or our payment providers terms and conditions or policies; or

(b) we need to in order to protect the integrity or security of our network.

18.3 If we decide to restrict or suspend the app for any of the above reasons, we will let you know beforehand as soon as we reasonably can.

19 Ending this agreement

- 19.1 We can end this agreement if you do not comply with any part of it.
- 19.2 We will give you a reasonable amount of notice before the agreement ends but if what you have done is serious then we may end this agreement immediately and without advance notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the app or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly.
- 19.3 The consequences of the agreement ending are as follows:
 - 19.3.1 you are no longer allowed to use the app and we may remotely end your access to it;
 - 19.3.2 you must delete it from any mobile devices that it has been installed on; and
 - 19.3.3 we may delete or suspend access to any accounts that you hold with us.

20 Settling disputes

- 20.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this agreement, and to avoid having to get the courts or regulatory authorities involved.
- 20.2 We will try to resolve any complaint or dispute that you may have with us in accordance with the procedure set out below. If the matter is not resolved through that procedure, then either of us may refer it to adjudication, where appropriate, in accordance with the details set out in our Customer Complaints Code set out at <http://www.bt.com/complaintscodes> copies of which are available on request.
- 20.3 We will both use the following dispute resolution process:
 - 20.3.1 whichever of us is affected will notify the other in writing of the complaint clearly setting out the full facts and including relevant supporting documents;

- 20.3.2 we will both use reasonable endeavours to settle the dispute within 14 days of being notified of the complaint and will make sure to give regular updates to the other during the 14 days;
- 20.3.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
- 20.3.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in clause 20.4.
- 20.4 After complying with clause 20.3, either of us may, by notifying the other in writing, propose a mediator, in which case:
 - 20.4.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of being notified;
 - 20.4.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
 - 20.4.3 unless we both agree otherwise, any mediation will happen in London, in English; and
 - 20.4.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 20.5 Nothing in this clause 20 stops either of us:
 - 20.5.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the agreement already provides an adequate remedy;
 - 20.5.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 20.5.3 doing anything else this agreement lets us do.

21 Third parties

- 21.1 Apple and Apple's subsidiary companies are third-party beneficiaries of this agreement. This means that if you breach any of its terms, Apple has the right to enforce it and to take action against you directly, with or without our involvement.
- 21.2 Other than Apple and Apple's subsidiaries, no one other than us or you has any right to enforce any term of this agreement.

22 Transferring this agreement

- 22.1 We may transfer our rights under this agreement to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.
- 22.2 You are not allowed to transfer your rights under this agreement to anyone without our prior written consent.

23 Governing law and jurisdiction

- 23.1 The laws of England apply to this agreement, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live.
- 23.2 Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live.