

Terms of Service

Update Date: 1 May 2023

The Terms of Service are the terms and conditions that apply when you use our services (“**Services**”). By using the Sites and Services, you agree to the Terms of Service, including the Standard Terms and any Quotation, Terms & Conditions or Policies (collectively, the “**Terms**”). The Terms constitute a legally binding agreement between you and us, so please read them carefully.

IMPORTANT. We draw your attention in particular to the following clause: (9) Disclaimers; indemnification; and limitation of liability.

Legal Information. You can learn more about who we are and how your personal information is collected and processed in the Legal Information which is accessible via the footer or menu of our Website, or shall be provided to you.

Contact us. To contact us, please use our Contact Details in the Legal Information. We are continually developing and improving our Services and strive to provide an exceptional customer experience. If you have any feedback, suggestions, ideas or proposals, we’d love to hear from you.

Standard Terms

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(1) Your account and agreement with us

(1) **Becoming a customer.** We look forward to having you as a customer. When you become a customer, we will request your business and contact information (“**Contact Information**”) as part of our onboarding process.

(2) **Creating an account.** We may permit you to create a customer account with us via our Site or a third party Site that we use to deliver the Services. Please follow the on-screen instructions to do so.

(3) **Agreement.** These Terms (“**Standard Terms**”) and (if applicable) Additional Terms (collectively, “**the Terms**”) apply to orders made by you and the supply of Services by us to you (“**Agreement**”). The Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Standard Terms are the standard terms and conditions that apply when you use our Services or Sites, except where we state that separate Terms apply. By using our Services, you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use our Services or Sites.

(4) **Additional Terms.** We may provide specific Services to you subject to additional Terms & Conditions and Policies (as updated from time to time) and/or a Quotation (“**Additional Terms**”). A “**Quotation**” is a written quotation or proposal setting out the particulars and Terms for specific Services.

(5) **Conflict and ambiguity.** If there is any conflict or ambiguity between a Term in any Terms listed in the following subclauses (a)–(b), then a Term contained in one higher in the list shall have priority over one contained in one lower in the list, except where otherwise expressly stated in the Additional Terms: (a) Additional Terms; (b) These Terms.

(6) **Updates to the Terms.** We may amend the Terms from time to time by posting an updated version to our Website, which shall be accessible via the Legal Information. Updates are effective immediately upon posting or written notice to you, whichever is sooner. If any update materially adversely affects your rights and obligations, we will provide written notice to you using your Contact Information or account dashboard, and those changes will be effective no sooner than 30 days after we notify you. Your continued use of the Services means you agree to such changes. The Terms of Service were most recently updated on the Update Date above.

(7) **Adherence with the Terms.** You are responsible for adhering to the Terms.

(8) **Security.** You must not make your account or credentials available to any other person and you accept responsibility for all activities on your account. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our Onboarding and security procedures, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using our Contact Details. We have the right to disable your account, or any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Terms.

(9) **Interpretation.** The following applies to the Terms, unless expressly stated otherwise. (a) You are the person using the Sites or Services or the person who places an order; “you”, “your” and “yours” shall be interpreted accordingly. We are the business providing the Services; “Business”, “we”, “our” and “us” shall be interpreted accordingly. You and us are each a “party”, together the “parties”. (b) A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). (c) Any words following 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, description, definition, phrase or term preceding those terms. (d) A reference to “writing” or “written” in the Terms includes email and communication via your account dashboard. (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. (f) The headings in the Terms are inserted for convenience only and shall not affect its construction. (g) A reference to these Terms or to any other Terms is a reference to these Terms or such other Terms, in each case as varied or novated from time to time in accordance with the Terms.

(2) Services

(1) **Services.** Our Services include our products, services, Content, memberships and subscriptions and other products and services that we offer from time to time, including without limitation any Deliverables (“**Services**”). You must be at least 18 years old to use the Services. If you use the Services on behalf of any person, you must have the authority to accept the Terms on their behalf, and if you do so you warrant that you have such authority.

(2) **Deliverables.** The Services may consist of deliverables, including documents, products and materials developed by us or our agents, subcontractors, consultants and employees as part of or in relation to the Services in any form, including without limitation content, information, data, designs, reports, specifications (including drafts) and the Key Deliverables set out in any Quotation (“**Deliverables**”).

(3) **Plans.** Some of our Services may be offered as ongoing arrangements for specific Services (“**Plans**”). Plans may include prepaid credits, bundles or combinations of specific Services.

(4) **Content.** We may publish multimedia content and documentation (“**Content**”) to our Sites and make it available to you subject to the Licenses.

(5) **Services Tiers.** The Services may consist of different tiers, including a free tier and paid tiers. The free tier includes Content and certain Services, that we may make available to you free of charge from time to time. You may not create more than one account to take advantage of the free tier. Free tier Services may not be free forever. Paid tiers include Services, including Content, that you may need to pay to use in accordance with the Terms, either now or in the future.

(6) **Service quality.** We shall supply the Services with reasonable care and skill.

(7) **Services Timetable.** We may provide an estimated timetable for delivery of the Services ("**Timetable**"), including an estimated services start date in the Order Confirmation, namely the estimated date that we shall start providing the applicable Services ("**Services Start Date**"). We shall supply the Services to you from the Services Start Date or as soon as reasonably practicable thereafter. If the Services Start Date is omitted from the Quotation or Order Confirmation for any reason, it shall be the date of the Order Confirmation or as soon as reasonably practicable after said date, to be decided by us at our reasonable sole discretion. We will use reasonable endeavours to meet any such performance dates, but any they are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Agreement.

(8) **IMPORTANT: performance dates.** If you require us to start providing Services on a particular date or meet particular performance dates, then you must inform us in writing when you request a Quotation and before you place an order.

(9) **Sites.** We use Sites to deliver the Services, including our Website and its subdomains ("**our Site**"), and third party platforms, websites, products and service providers, including social media ("**Sites**"). The Terms apply to your interactions with us via our Site and those third party Sites. We are not responsible for third party Sites used by us to deliver the Services, and your use of those Sites are subject to their terms, conditions and licenses.

(10) **We may suspend or withdraw our Sites.** We do not guarantee that our Sites, or any Content on them, will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Sites for business and operational reasons. We may give you reasonable notice of any suspension or withdrawal at our sole discretion.

(11) **Descriptions or illustrations.** Any descriptions or illustrations on our Sites are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Agreement or have any contractual force.

(12) **Compliance with specification.** We will supply the Services to you in accordance with the specification for the Services appearing on the Site that you used to place your order, or in a Quotation, in all material respects.

(13) **We reserve the right to amend the specification** if required by any applicable statutory or regulatory requirement or if the amendment will not materially adversely affect the nature or quality of the Services, and we may notify you in advance of any such amendment.

(14) **Updates to the Services.** We may update the Services automatically and without notice to you, subject to the Terms. We may update and change our Site and other Sites from time to time to reflect changes to our Services, business priorities and our users' needs.

(15) **Promotions.** From time to time, promotions may apply to our Services ("**Promotions**"). Promotions apply to selected Services only and are always subject to the Terms and may also be subject to specific terms and conditions.

(16) **Third party providers.** We may reference the products and services of third party providers on and off our Sites and/or connect and introduce you to them, in some cases in return for a commission in accordance with our Referral Policy.

(17) **Onboarding.** At any time you shall be required to complete certain onboarding procedures, which may include but are not limited to: customer account creation, including completing forms or applications, and other onboarding procedures and checks ("**Onboarding**"). You agree to cooperate with us or relevant third-party providers of Onboarding services so that it can be completed promptly, and you authorise us to share your personal data with said providers for the purpose of carrying out such procedures and checks. We may require you to complete Onboarding before we provide any Services. At our option, our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of any delay by you to complete Onboarding.

(3) Placing an order

(1) **Placing your order.** You can place an order to purchase Services from us in two ways:

OPTION 1. Via our Site or other Sites. Please follow the onscreen prompts or instructions provided by us to place your order for Services ("**order**"). Placing an order may require you to create an account with us. You may only submit an order using the method set out on the applicable Site or notified to you. Each order is an offer by you to buy the Services specified in the order subject to these Terms and (if applicable) Additional Terms. Please check your order carefully before submitting it. You are responsible for ensuring that your order is complete and accurate.

OPTION 2. By contacting us to request a Quotation. If you request a Quotation for specific Services from us before placing an order then, in addition to these Terms, we may send you applicable Additional Terms and/or a Quotation, and your acceptance of such in writing, including by email, signature, or via your account dashboard, is an offer by you to enter into the Agreement with us on the basis of these Terms and the Quotation and/or Additional Terms.

(2) **Acknowledging receipt of your order.** After you place your order, you may receive an email from us or a notification to your account dashboard acknowledging that we have received it, but please note that this does not mean that your order has been accepted.

(3) **Accepting your order.** Our acceptance of your order takes place when we countersign it or send an email or notice to your account dashboard to accept it ("**Order Confirmation**"), at which point and on which date the Agreement between you and us will come into existence ("**Commencement Date**") for the supply of the Services confirmed in the Order Confirmation. The Agreement will relate only to those Services confirmed in the Order Confirmation.

(4) **Subsequent Orders.** After placing your initial order, you may place subsequent orders for Services via our Sites or subject to Quotation, in accordance with this clause 3, and if we accept your order with an Order Confirmation the Agreement shall be updated to reflect the Services confirmed in the applicable Order Confirmation. We may at our sole option require you to enter into an entirely new Agreement for subsequent orders. If that is the case, we shall inform you of this in writing before we accept any order made by you. Orders placed for Changes and Additional Services are examples of subsequent orders.

(5) **Changes.** You may request changes, including changes to the specification, scope, execution or timing of the Services ("**Changes**"). Changes are in each case subject to written agreement between the parties, which shall set out the proposed effect (if any) on the Services, Charges, the timetable for delivery of the Services, and any of the Terms.

(6) **Additional Services.** You may request additional Services ("**Additional Services**"). Additional Services are in each case subject to written agreement between the parties, which shall set out the proposed effect (if any) on the Services, Charges, the timetable for delivery of the Services, and any of the Terms. Additional Services shall be agreed and supplied subject to Quotation. Additional Services shall constitute an order made as part of the Agreement to which they relate and shall not form a separate contract to it, except where otherwise required by us.

(7) **Deemed acceptance.** By submitting an order or requesting us to supply Services you are deemed to accept these Terms and (if applicable) any Quotation and Additional Terms, irrespective of whether they are signed by you or us or not, and you agree to pay us the Charges for Services that we supply to you.

(8) **If we cannot accept your order or supply Services.** If we are unable to supply you with the Services for any reason, we will inform you and not process your order. If you have already made payment as part of your order, we will refund you the full amount within 30 days using your payment method.

(4) Commencement, duration and termination

This clause 4 consists of Standard Terms relating to the term and termination. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 4, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Terms.** These Terms take effect when you first use the Services, including when you engage or interact with us or our Sites in any way, and remain in effect until terminated.

(2) **Agreement.** The Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the Terms. Subject to any Plan that has not expired or terminated, without affecting any other right or remedy available to it, either party may terminate the Agreement at any time on giving not less than one month's written notice to the other. If a Plan is in continuation, the Agreement shall terminate upon the termination or expiry of the Plan.

(3) **Non-recurring Services.** Non-recurring Services, such as one-off purchases shall commence on the Services Start Date, and shall expire on the earlier of the following dates, subject to any Plan that has not expired or terminated: completion of all Services confirmed in the Order Confirmations under the Agreement; or the expiry of the notice in accordance with clause 4.2.

(4) **Plans.** The Services shall not include a Plan nor shall any Plan automatically renew, unless expressly agreed between you and us. If the agreed Services include a Plan that automatically renews, then the following shall apply. (a) The Plan shall commence on the Services Start Date and shall continue, unless terminated earlier in accordance with the Terms, for the Initial Plan Term and, thereafter, the Plan shall be automatically renewed for successive periods of one month (each a Renewal Period), unless either party notifies the other party of termination in writing at least one month before the end of the Initial Plan Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Plan Term or Renewal Period. (b) Unless otherwise specified in the Order Confirmation, the "**Initial Plan Term**" shall be one month, and each "**Renewal Period**" shall be one month. (c) The Initial Plan Term together with any subsequent Renewal Periods shall constitute the "**Plan Term**".

(5) **Cancellation Policies (Plans).** We may offer you a specific cancellation policy for your Plan, subject to corresponding exclusions, terms and conditions ("**Cancellation Policy**"). If we offer a Cancellation Policy, whether our Standard Cancel Anytime Policy or otherwise, we shall make this clear to you at the time you place your order. If no Cancellation Policy is offered, none shall apply.

(6) **Free tier Services.** You can terminate these Terms for any reason at any time by discontinuing the use of the free tier Services except where you are party to an Agreement for paid tier Services, including where no Charges are payable for an initial term but become payable thereafter, which has not yet expired or terminated.

(7) **Termination or expiry of the Agreement** shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

(8) **Our suspension and termination rights.** Without affecting any other right or remedy available to us, we may suspend the Licenses or performance of the Services, or terminate the Terms and Licenses, with immediate effect by giving written notice to you if: (a) you commit a

material breach of the Terms which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so; (b) you fail to pay any amount due under the Agreement on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment; (c) you repeatedly breach any of the Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the Terms; (d) any warranty given by you in the Terms is found to be untrue.

(9) **14-day cooling off period for consumers.** As a consumer, you have the right to change your mind and cancel the Terms and receive a refund for any Charges paid except for any Services delivered up until cancellation, as follows. To cancel, you need to let us know by using our Contact Details no later than 14 days after: the day we confirm we have accepted your order, if it is for a service; the day we confirm we have accepted your order, if it is for digital content (including for download, streaming or viewing), although you can't change your mind about digital content once we have started providing it; the day we deliver your product, if it is goods. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If an order for goods is split into several deliveries over different days, the period runs from the day after the last delivery. You cannot cancel once we have completed the Services, even if any cooling off period is still running.

(10) **Effect of termination and obligations on termination.** On termination or expiry of the Agreement, for whatever reason: all Licences granted under the Agreement shall immediately terminate (except where otherwise provided in a Quotation) and you shall immediately cease all use of the Services and/or the Content except for those available on the free tier; you shall immediately pay to us all of our outstanding unpaid Charges, interest and pre-agreed expenses and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

(11) **Survival.** Every provision of the Terms (including in any Additional Terms and/or Quotation) that expressly or by implication is intended to, shall come into or continue in force on or after termination or expiry of Terms, including the following: clause 1.5 ('Conflict and ambiguity'), clause 1.9 ('Interpretation'), clause 4.10, ('Effect of termination and obligations on termination'), clause 4.11 ('Survival'), clause 7 ('Licenses and intellectual property'), clause 9 ('Disclaimers; indemnification; and limitation of liability'), clause 12 ('Non-solicitation'), clause 15 ('Confidentiality'), clause 18 ('Waiver'), clause 19 ('Severance'), and clause 24 ('Governing law and jurisdiction').

(12) **Additional termination provisions.**

(a) Without affecting any other right or remedy available to us, we may terminate the Agreement with immediate effect by giving written notice to you if: (i) you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation; (ii) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); (iii) you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984; (iv) you are incapacitated (including by reason of illness or accident) for an aggregate period of 28 days in any 52-week consecutive period.

(5) **Charges and payment**

This clause 5 consists of Standard Terms relating to charges and payment. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 5, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Charges.** In consideration of us providing the Services you agree to pay us the charges ("**Charges**") in accordance with this clause 5.

(2) **Prices.** The Charges are the prices quoted at the time you place your order, either on the applicable Site used by you to do so, or in a Quotation.

(3) **Payment dates.** Our Charges are due on the payment date(s) specified in the Order Confirmation or agreed between you and us in writing, including an initial payment date and further payment date(s) on agreed intervals or billing dates ("**payment dates**").

(4) **Non-recurring Services.** Charges for non-recurring Services are due and payable in advance and (if applicable) on the payment date(s) specified in the Order Confirmation or agreed between you and us in writing.

(5) **Recurring Services.** Charges for recurring Services, such as Plans, are due and payable in advance on the billing dates for the applicable billing periods specified in the Order Confirmation or agreed between you and us in writing, whether invoiced or not.

(6) **Changes to subscription or membership Plans.** We may change the subscription or membership Plan and fees from time to time, and any such changes shall apply no earlier than 30 days following written notice to you. If you do not wish to accept any changes then you may cancel your subscription or membership Plan before the changes take effect. The changes shall be effective from the second billing date following said notice, or another date notified to you.

(7) **Initial payments and deposits.** Charges for certain Services may require an initial payment in advance which is due and payable to us directly, or via the applicable Site at the point of purchase, for example an initial retainer fee, subscription fee, membership fee or set-up fee, or deposit. Charges shall be due against deposits for Services supplied in accordance with your Agreement.

(8) **Payment and invoicing.** (a) **Non-recurring Services.** We shall submit invoices for the Charges to you in advance, which shall be due on receipt if not paid already. (b) **One-off purchase.** We shall submit invoices for the Charges to you on or around the purchase date, which shall be due on receipt if not paid already. (c) **Recurring Services.** All Charges for recurring Services are due and payable on the applicable payment

dates, whether invoiced or not. We shall submit invoices for the Charges on or around the payment dates, which shall be due on receipt if not paid already.

(9) **Billing information and payment method.** For any subscription or membership Plans, or recurring payments, you must provide up-to-date, accurate and complete billing information, and one or more payment methods. A “**payment method**” is an up-to-date, valid, accepted and authorised method of payment, as may be updated from time to time, and which may include payment through your account with a third party.

(10) **How to pay.** For any subscription or membership Plan, or recurring payments, you authorise us and our third party payment processors to charge your payment methods for the Charges on the agreed payment dates until the subscription or membership Plan is cancelled in accordance with the Terms of your Agreement. If you are paying us manually for any Services, you shall pay each invoice due and submitted to you by us on receipt for the Charges by Bacs to a bank account nominated in writing by us; alternatively we may permit you to pay us via a third party payment processor upon our instruction. Please use your customer reference number or order number when you pay us.

(11) **Pricing mistakes.** We have the right to correct pricing mistakes or errors at any time, including after issuing invoices or receiving payment.

(12) **Late and failed payments.** You authorise us and our third party payment processors to charge your payment methods for any Charges that are outstanding after any agreed payment date, whether for a Plan or otherwise. If you fail to make any payment due in accordance with the Terms, or your payment methods fail, then, without limiting our remedies under the Terms, we may suspend the applicable Services and Licenses until payment has been made in full, and we have the right to charge you interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, which will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(13) **Refunds (general).** To the extent permitted by applicable law, Charges paid for our Services in advance, including Plans, packages, recurring Services, retainer fees, pre-paid bundles, credits, or anything else, are non-refundable, and we do not provide refunds or credits for any partial subscription or membership periods or unused Services or Content, unless otherwise expressly stated at the time you place your order. If we permit refunds and you are due a refund, within 30 days of cancellation we will refund you in full for the price you paid for the Services in accordance with the Terms of your Agreement by the method you used for payment, however we may deduct from any refund an amount for the Services provided until cancellation takes effect subject to the Terms of your Agreement, and subject to any minimum term or notice period. The amount we deduct will be based on our prices, as notified to you at the time you submitted your order(s).

(14) **All amounts due by you under the Agreement shall be paid by in full** without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

(15) **Taxes.** Unless otherwise stated, Charges exclude value added tax (“**VAT**”), which you shall additionally be liable to pay to us at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

(16) **General.** We may reasonably change billing dates with written notice to you. If we believe you or your organisation are not using the free tier in good faith, we may charge you our applicable standard prices or suspend your access to the Services.

(6) Your obligations and warranties

(1) **Your obligations.** You shall: (i) co-operate with us in all matters relating to the Services; (ii) (if applicable) to enable us to provide the Services, provide, for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to your data, website, systems, and other facilities as required by us, including your premises; (iii) provide, in a timely manner, such information as we may require from time to time, and ensure that it is accurate and complete in all material respects, including but not limited to the customer materials, including all documents, information, consents, items, materials and specifications in any form, whether owned by you or a third party, supplied by you to us, including but not limited to those set out in a Quotation (“**Customer Materials**”); (iv) obtain and maintain all necessary permissions and consents which may be required for the Services before the start of the Services, for the duration of the Services or any other required period; (v) inform us of all health and safety requirements that apply; (vi) provide up-to-date, accurate and complete billing information at all times; (vii) provide one or more payment method for subscription or membership Plans and recurring payments at all times; and (viii) use our Site and other Sites in accordance with the Terms, as updated from time to time.

(2) **Delays and prevention.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 above (“**Your Default**”): (i) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent that Your Default prevents or delays performance of the Services; (ii) we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay; (iii) we shall be entitled to payment of the Charges and any pre-agreed third party costs and expenses despite any such prevention or delay; (iv) it will be your responsibility to reimburse us on written demand any additional costs, expenses, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay; and (v) we shall be entitled to charge additional reasonable applicable Charges during the period of prevention or delay.

(3) **Insurance.** If required by us, we may only agree to supply Services to you on the condition that you obtain and keep in place insurance cover specified by us, and if this is the case we will notify you before you place your order, including by adding this condition to any applicable Additional Terms.

(4) **Warranties.** You warrant and undertake that: (i) you are fully entitled and have the authority to enter into the Agreement and have the legal capacity to do so freely; (ii) Customer Materials will to the best of your knowledge and belief be accurate, up to date, genuine and truthful and will not breach any contract, duty of confidence, Applicable Data Protection Laws; and (iii) you shall keep confidential and shall not disclose to any third party any photographs or other material containing or relating to our personnel or affairs.

(7) Licenses and intellectual property

This clause 7 consists of Standard Terms relating to intellectual property rights and licenses. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 7, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Intellectual Property Rights.** We or our affiliates and licensors own all rights, title, and interest in the Intellectual Property Rights, including patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**").

(2) **Ownership of the Intellectual Property Rights.** We and our licensors shall retain ownership of all Supplier IPRs, namely all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them ("**Supplier IPRs**"). You and your licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials

(3) **The Licenses.** We grant you the Free Content License, Content License, Standard License, Publication License and/or Extended License (collectively, "**the Licenses**") to access and use our Sites, Services and/or Deliverables, in accordance with this clause 7 and any Additional Terms. You may not sub-license, assign or otherwise transfer or deal in any or all of the rights granted to you under the Licenses in this clause 7 without our prior written consent, except where expressly provided in Additional Terms.

(4) **Free Content License.** We grant you a non-exclusive limited license to access the free tier Content on our Sites or supplied to you for your personal and non-commercial use for the term of the Agreement or as long we choose to make it available to you at our sole discretion ("**Free Content License**").

(5) **Content License.** We grant you a non-exclusive limited license to access the paid tier Content on our Sites or supplied to you for your personal and non-commercial use for the term of the Agreement ("**Content License**"), unless otherwise agreed in writing.

(6) **Standard License.** We grant you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables for your personal and non-commercial use during the term of the Agreement ("**Standard License**").

(7) **The license you grant us.** Separate to the Customer License, you grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials for the term of the Agreement for the purpose of providing the Services to you in accordance with the Agreement.

(8) **Third party licenses.** The delivery of the Services may require third party Sites, products and services that are subject to third party licenses and terms and conditions which you may need to agree to in order to use the Services, and we are not responsible for them.

(9) **How you may use material on our Site.** We or our affiliates are the owner or the licensee of all Intellectual Property Rights in our Site, and in the material published on it, and we are the owner or the licensee of all Intellectual Property Rights in our other Sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except where you are expressly permitted to do so, you may not print off any copies, download extracts, of any page(s) from our Sites. If we grant you permission, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of Content on our Sites must always be acknowledged (except where content is user-generated). You must not use any part of the Content on our Sites for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy, download, share or repost any part of our Sites in breach of the Terms, your right to use our Sites will cease immediately and you must return or destroy any copies of the materials you have made.

(10) **Our Trade Mark(s).** You are not permitted to use our Trade Mark(s) or service mark(s), without our prior written consent. They are set out in the Legal Information and/or displayed on our Sites and materials.

(11) **Warranty.** You warrant that the receipt and use in the performance of the Services (or use of the Customer License) by us, our agents, subcontractors, consultants or employees of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

(8) Usage of our Sites

(1) **Terms, conditions and policies apply.** When using our Sites, you agree to adhere to the Terms, as updated from time to time.

(2) **Uploading content to our Sites.** Whenever you make use of a feature that allows you to upload content to our Sites, or to make contact with other users of our Sites, you must comply with the content standards set out in our Acceptable Use Policy in this clause 8. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to our Sites will be

considered non-confidential, non-privileged and non-proprietary. You are solely responsible for securing and backing up your content. You retain all of your ownership rights in your content and grant us the Customer License.

(3) **Infringement of third party rights.** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Sites constitutes a violation of their intellectual property rights or of their right to privacy. We have the right to remove any posting you make on our Sites if, in our opinion, you are in breach of these Terms or Additional Terms relating to your use of our Sites, or your post does not comply with the content standards set out in our Acceptable Use Policy in this clause 8.

(4) **Third party content (user-generated content is not approved by us).** Our Sites may include information and materials uploaded by other users, including to social media pages, video-sharing sites, bulletin boards, forums, groups and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Sites do not represent our views or values.

(5) **You must not upload any material that could incite a terrorist offence,** solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

(6) **We are not responsible for viruses and you must not introduce them.** We do not guarantee that our Sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Sites. You should use your own virus protection software. You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the server on which our Sites is stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Sites will cease immediately.

(7) **Rules about linking to our Website.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Sites in any website that is not owned by you. Our Sites must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy in this clause 8. If you wish to link to or make any use of content on our Sites other than that set out above, please contact us via our Contact Details.

(8) **No text or data mining, or web scraping.** You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any services provided via, or in relation to, our Site. This includes using (or permitting, authorising or attempting the use of): any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Sites or any data, Content, information or services accessed via the same; or any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations. The provisions in this clause 8.8 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790). This clause 8.8 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

(9) **We are not responsible for websites we link to.** Where our Sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

(10) **How to complain about or report content.** If you become aware of any material that could comprise or be connected to abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us immediately via our Contact Details. If you wish to complain about any other content, please contact us on our Contact Details.

(11) **If you wish to contact us in relation to content** you have uploaded to our Sites and that we have taken down, please contact us via our Contact Details.

(12) **Acceptable Use Policy**

(a) **Acceptance.** By using our Sites you accept this Acceptable Use Policy and agree to adhere to its Terms: when using our Site; and when using any other Sites we use to deliver our Services, to the fullest extent possible without breaching the terms and conditions of any such third party Sites.

(b) **Prohibited uses.** You may not use our Sites: in any way that breaches any applicable local, national or international law or regulation; in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; for the purpose of harming or attempting to harm anyone in any way; to bully, insult, intimidate or humiliate any person; to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Terms; to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or to knowingly transmit any data, send or upload any material that 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. You also agree: not to reproduce, duplicate, copy or re-sell any part of our Sites in contravention of the provisions of the Terms. You also agree not to access without authority, interfere with, damage or disrupt: any part of our Sites, any equipment or network on which our Sites are stored, any software used in the provision of our Sites, or any equipment or network or software owned or used by any third party.

(c) **Interactive services.** We may from time to time provide interactive services on our Sites, including, without limitation: video-sharing facilities; chat rooms; bulletin boards; forums; or groups or any other interactive service (“**interactive services**”). Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Sites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. We do not store terrorist content.

(d) **Content standards.** These content standards apply to any and all material which you contribute to our Sites (**Contribution**), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. We will determine, at our discretion, whether a Contribution breaches the Content Standards. A Contribution must: be accurate (where it states facts); be genuinely held (where it states opinions); and comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not: be defamatory of any person; be obscene, offensive, hateful or inflammatory; bully, insult, intimidate or humiliate; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal content or activity; be in contempt of court; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; impersonate any person or misrepresent your identity or affiliation with any person; give the impression that the Contribution emanates from us, if this is not the case; advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; contain any advertising or promote any services or web links to other sites without our prior consent in writing.

For the avoidance of doubt, for any Contribution in the form of video content, the following applies. You must not upload a video containing harmful material. You must not upload a video containing advertising for any of the following: cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol. Any advertising included in a video you upload must not: prejudice respect for human dignity; include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation; encourage behaviour prejudicial to health or safety; encourage behaviour grossly prejudicial to the protection of the environment; cause physical, mental or moral detriment to persons under the age of 18; directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity; directly encourage such persons to persuade their parents or others to purchase or rent goods or services; exploit the trust of such persons in parents, teachers or others; or unreasonably show such persons in dangerous situations. You must use the functionality provided on our Sites or contact us via our Contact Details to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

(e) **Personal use, and prohibition on distribution.** Content on our Sites is for your personal, non-commercial use only. Nothing contained on our Sites is intended for use or distribution in any way, or to any country or jurisdiction where doing so would be contrary to any laws or regulations or subject us to any registration or compliance requirements.

(f) **Breach of this Acceptable Use Policy.** When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the Terms upon which you are permitted to use our Sites, and may result in our taking all or any of the following actions: immediate, temporary or permanent withdrawal of your right to use our Sites; immediate, temporary or permanent removal of any Contribution uploaded by you to our Sites; issue of a warning to you; legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; further legal action against you; or disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law. We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

(9) Disclaimers; indemnification; and limitation of liability

(1) **Disclaimer.** THE SERVICES DELIVERED VIA OUR SITES ARE PROVIDED “AS IS”. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES AND LICENSORS EXCLUDE ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES AND CONTENT ON OUR SITES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR PURPOSE AND SATISFACTORY QUALITY. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR FREE OF ERRORS. THESE TERMS WILL NOT LIMIT ANY NON-WAIVABLE WARRANTIES OR CONSUMER PROTECTION RIGHTS THAT YOU MAY BE ENTITLED TO UNDER APPLICABLE LAW.

(2) Limitation of liability.

(a) WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH: USE OF, OR INABILITY TO USE, OUR SITES; OR USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SITES. IN PARTICULAR, WE WILL NOT BE LIABLE FOR: LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE; BUSINESS INTERRUPTION; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

(b) IF YOU ARE A CONSUMER, YOU AGREE NOT TO USE OUR SITES FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. IF YOU ARE A CONSUMER, IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE BY US OR A THIRD PARTY OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW THE SECURITY PROVISION IN THE TERMS OR INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

(c) WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO, WHICH INCLUDES: LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; AND BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION) (“liabilities which cannot legally be limited”).

(3) **Cap on liability.** Subject to the liabilities which cannot legally be limited, and except where otherwise expressly stated in Additional Terms: (a) OUR TOTAL AGGREGATE LIABILITY TO YOU ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT OR TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL BE LIMITED TO THE GREATER OF THE FOLLOWING: £200, OR 100% OF THE CHARGES PAID AND RECEIVED UNDER THE TERMS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE; AND (b) OUR TOTAL LIABILITY TO YOU FOR LOSS ARISING FROM OUR FAILURE TO COMPLY WITH OUR DATA PROCESSING OBLIGATIONS UNDER THE AGREEMENT OR TERMS SHALL NOT EXCEED THE GREATER OF THE FOLLOWING: £200 OR 50% OF THE CHARGES PAID AND RECEIVED UNDER THE TERMS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

(4) **Intellectual Property Rights.** Nothing in this agreement excludes your liability for any breach, infringement or misappropriation of our Intellectual Property Rights.

(5) **Time limit.** To the fullest extent permitted by law, unless you notify us that you intend to make a claim in respect of an event within the following notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

(6) **Indemnification.** You shall indemnify us and our affiliates and personnel against all liabilities, costs, expenses, damages and losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses, suffered or incurred by us arising out of or in connection with the Services, and your breach of the Terms or violation of applicable law.

(7) **Updates may be required.** We do not make any representation or warranty or guarantee as to the completeness, accuracy, timeliness or suitability of any part of the Services if your business changes or the circumstances that applied at the time of delivery or configuration of the Services no longer apply. Please get in contact with us the event that any such changes occur.

(8) **The Content our Sites is provided to you for informational purposes only.** While we endeavour to keep Content on our Sites up-to-date, and while the information provided has been obtained from sources believed to be reliable, we do not make any representation, warranty (express or implied) or guarantee as to the completeness, accuracy, timeliness or suitability of any part of the content provided or that it is free from error or omission. No Content on our Sites constitutes medical advice or any other form of professional advice or regulated services, and our Sites are not a substitute for such advice. You must not rely on any Content on our Sites to before making, or refraining from making any decisions, and doing so is entirely at your sole option and risk, which you acknowledge. You must obtain your own independent professional or specialist advice for your particular circumstances before taking, or refraining from taking, any action.

(9) **Additional Terms.** Different disclaimers, indemnification provisions and limitations and exclusions of liability apply to specific Services that are supplied in accordance with Additional Terms.

(10) Data protection

We will use any personal information you provide to us to: provide the Services; process your payment for the Services; and inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us. We will process your personal information in accordance with our Privacy Policy which is available on our Site and/or via the Legal Information, or in accordance with any Additional Terms applicable to the Services, the terms of which are incorporated into these Terms.

(11) Third party providers

You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third party provider that we introduce you to, their website nor the content of any of the third-party website made available via the Services.

(12) Non-solicitation

You shall not, without our prior written consent, at any time from the Commencement Date to the expiry of 12 months after the termination or expiry of the Terms, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of ours in the provision of the Services. Any consent given by us to do so shall be subject to you paying to us a sum

equivalent to 20% of the then current annual remuneration of our employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by you to that employee, consultant or subcontractor.

(13) Events outside our control

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by any act or event beyond our reasonable control (“**Event Outside Our Control**”). (b) If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement: we will contact you as soon as reasonably possible to notify you; and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over. (c) You may cancel the Agreement affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the Charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

(14) Assignment and other dealings

(a) The Agreement is personal to you, and you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement, without our prior written consent. (b) We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Agreement. (c) We may novate the Terms (namely to transfer all our rights and obligations under them) at any time to any person, and you agree to give effect to any novation agreements that may be required promptly upon our request and in any event within 14 days and your failure to do so gives us the right to suspend the Services or any Licenses, or terminate the Agreement subject to the Terms.

(15) Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by this clause 15. (b) Each party may disclose the other party's confidential information: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

(16) Entire agreement

(a) The Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. (c) This clause 16 applies in full to businesses and to the fullest extent permitted by law if you are a consumer.

(17) Variation

(a) No variation of the Terms by you shall be effective unless it is agreed in writing by the parties (or their authorised representatives). (b) We reserve the right to modify the Terms from time to time without notifying you. Modified Terms will be posted on our Website or sent to you and we recommend that you view them regularly to ensure you are aware of any changes. Changes to the Terms will be deemed to have been accepted by you if you continue to use our Services after they are published to our Website or sent to you. If any changes materially adversely affects your rights and obligations, we will provide written notice to you using your Contact Information or account dashboard and those changes will be effective no sooner than one month after we notify you. Your continued use of the Services means you agree to such changes.

(18) Waiver

(a) A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. (b) A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

(19) Severance

If any provision or part-provision of the Terms or Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19 shall not affect the validity and enforceability of the rest of the Agreement.

(20) Communication, notice and notifications

(a) A reference to “writing” or “written” in the Terms includes email, notifications from us posted to your account dashboard, and communication via your account dashboard. (b) Any notice or other communication given by one of us to the other under or in connection with the Terms must be in writing using our Contact Details and your Contact Information. (c) Electronic notice or other communication is deemed to have been received on transmission, including notifications to your account dashboard. (d) Any notice or communication shall be deemed to have been received: if delivered personally, on signature of a delivery receipt, or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day (a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) after posting; or if sent by email or via the account dashboard, at the time of

transmission. (e) In proving the service of any notice, it will be sufficient to prove: in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that the email address of the addressee was used, namely our Contact Details and your Contact Information respectively; in the case of communication via your account dashboard, a record of such. (f) This clause 20 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.

(21) Third party rights

(a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. (b) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

(22) Counterparts

(a) In the event that we require signature (or execution) of the Agreement or any part of it to give legal effect to it, it may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. (b) Transmission of the executed signature page of a counterpart of the Agreement by email (in PDF, JPEG, PNG, HEIC, GIF, or some other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of the Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each party shall on request provide the other with the “wet-ink” hard copy original of their counterpart. (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

(23) No partnership

(a) Nothing in any of our materials or content on our Sites or in any Agreement between you and us is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party. (b) Nothing in any of our materials or content on our Sites or in communication with you or in any Agreement between you and us is intended to, or shall be deemed to, establish any partnership or joint venture between us and any third party provider or any other person, constitute us an agent of such providers or other persons or vice versa, or authorise us or such providers or other persons to make or enter into any commitments for or on behalf of each other. (c) For the avoidance of doubt, reference to the terms “partner” or “partnership” howsoever written in any content or materials on our Sites or stated in any Agreement or communication with you, in respect of any person, are simply terms used for marketing purposes and have no legal effect under the Partnership Act 1890, or otherwise, or analogous law in any jurisdiction.

(24) Governing law and jurisdiction

(a) The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. (b) If you are a business, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. If you are a consumer, the Agreement, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

Customer Signature

I hereby agree with the terms and conditions of these Terms.

Signed

Date

