

## TERMS AND CONDITIONS

### Agreement between you and Nicer Group Limited

These general Terms and Conditions ("Terms") are an agreement ("Agreement") between you and Nicer Group Limited and cover your use of the information, software, products and services made available through NicerConsult.com, NicerWork.com and NicerCapital.com (the "Websites"). By using the Websites, you agree to be bound by these Terms, as well as our Privacy Policy.

This Agreement governs any use of the Website as a guest, fee paying member or otherwise.

You are responsible for making all arrangements necessary for you to have access to the Websites and for ensuring any contact details you provide us with are correct and up to date. You are also responsible for ensuring that all persons who access the Websites through your internet connection are aware of these Terms and that they comply with them.

The Websites are offered to you conditional upon your acceptance of these Terms and any notices contained in these Terms and the Websites themselves. Please read these Terms carefully before you start using the Website. By using the Website, you agree to these Terms.

Nicer Group Ltd. trading as Nicer Group ("we" or "us") provides a service ("the Service") that enables members (i) to store and update their professional profile on the Nicer Group platform ("the Platform") that is accessed via the Nicer Group websites ([www.nicergroup.com](http://www.nicergroup.com), [www.nicergroup.io](http://www.nicergroup.io), [www.nicerconsult.com](http://www.nicerconsult.com), [nicerwork.com](http://nicerwork.com) and [nicercapital.com](http://nicercapital.com)) ("the Websites") and (ii) to allow organisations looking for skilled resources and search firms to access that information via the Website, and to communicate with the member concerning career opportunities and (iii) to allow members to connect with other members with similar interests or for the purposes of career development (iv) to allow members to generate income from services they provide to other members or to Nicer Group (v) to allow organisations to connect with members so that members can offer knowledge and expertise services (vi) to allow members to promote their services to other members, organisations and any registered user of the Service.

The Platform also includes certain online facilities, tools, services or information that we make available through the Website now or in the future.

This User Agreement sets out the terms and conditions that govern the use of the Platform by individual members and registered users ("you"). You agree that by clicking "Join" on our Registration page, you are entering into a legally binding agreement with us incorporating these terms and conditions. If you do not agree to be bound by these terms and conditions, please stop using the Platform immediately.

You must be the legal age of majority in your country of residence in order to use the Website. In no event is use of the Website permitted by those under the age of 18.

### 1. Definitions and Interpretation

In this User Agreement, the following terms shall have the following meanings:

"Account" means a unique registration of an individual who has joined the Platform to access the Services;

“Services” means the elements of the Service that are available to all Members;

“Free User” means an individual who has registered with us, to use the Service on a free-of-charge basis;

“Client” means the client organisations that have registered to use the Services in order to access the Services or Premium Services or connect with our Members or to access information on our Members for the purpose of identifying candidates that may be suitable for a job or capable of providing specific knowledge, expertise or services that the client organisation requires;

“Member” means an individual who has registered with us, to use the Services and Premium Services on a paid-for basis, the specific Services and Premium Services available being subject to the class of membership the member has purchased, the details of which are available on the Platform and such Services and Premium Services are subject to change from time to time;

“Premium Services” means services that are provided to Members subject to the relevant Membership Fee being paid.

"Membership Fee" means the periodic charges payable by Members, to enable them to access the Premium Services; and "We/Us/Our" means Nicer Group Limited, a company registered in England under 13250418 of 71-75 Shelton Street, London, WC2H 9JQ, United Kingdom.

“Original Content” means any original works generated by the Member and published or provided to Users, other Members or Clients through the Platform.

“Personal Services” means services offer by the Member to Clients, other Members or Free Users through the Platform.

## 2. Accounts and types of membership

2.1. In order to access and use the Service, you have to create an account (“Account”) which involves the submission of certain information to us via the Websites. Such information includes:

2.1.1. personal data and financial information such as your name and address, contact details such as email address and mobile number, and your credit card details (for identity verification and payment purposes) (“Personal Information”); and

2.1.2. information relating to your professional profile and criteria for any job search, such as sector, job title, geographical focus and salary (“Profile Information”); and

2.1.3 information provided by you that may be provided to all registered users either for free or for payment to provide a service such as reports, survey data, coaching, running workshops, linking to your connections.

The above types of information, that we need in order to be able to manage your Account, are together referred to as “Account Information”.

2.2. Once you have created your Account:

2.2.1. we will connect you with Clients (if any);

2.2.2. we will connect you with other Members subject to other Members willing to connect with you;

2.2.3. if you are a Member and you select “promote me” we will connect you with any new Clients who join the Services and whom we select for you, based on the Profile Information that you provide; and

2.2.4. you will be able to upload your CV and other career or professional information (“Professional Information”) to the Platform via the Website.

2.3. You will be registered as an Member when you first create your Account and have paid the membership joining fees and signed a contract to pay regular subscriptions. You can upgrade to your Membership at any time by following the relevant link on the Websites, and paying any additional Membership Fees. The different benefits of different Memberships are as described on the Websites and updated by us from time to time.

### 3. Data Protection

3.1. Our obligations with regard to security and other aspects of our treatment of your personal data, and your rights with regard to our processing of your personal data, are addressed in our Privacy which can be found at <https://web.nicerconsult.com/privacy> for Members of our consultant site and <https://web.nicerwork.com/privacy> for Members of our work site.

### 4. Your principal obligations to us

By entering into this User Agreement, you hereby represent, warrant and undertake to us:

4.1. that you are an individual acting in a personal capacity, and that the Account you have or intend to set up is in your own real name;

4.2. that you will keep your Account password confidential and not to disclose it to any third party (and you acknowledge that you are solely responsible for any breach of this User Agreement or misuse of the Service, the Premium Services, the Platform or the Websites done by someone using your Account log-in and password);

4.3. that you will not set up or try to set up any Account in the name of someone other than yourself;

4.4. that all information that you submit using the Service (including all Account Information and Professional Information) will be complete, accurate and up-to-date at the time of submission, and will be regularly updated by you from time to time in order that it continues to be so; and

4.5. that you acknowledge:

4.5.1. that whilst we take our own obligations regarding data protection very seriously, and will comply with our obligations to you under English data protection law in relation to personal data stored on the Platform, we have no control over the uses that may be made of your Professional Information (including personal data that forms part of the Professional Information) once it has been made available to the Clients;

4.5.2. that those Clients, once they have access to that Professional Information, will store, copy, share or process it in other ways without reference back to us, and in ways that may not be compliant with data protection law;

4.5.3. that those Clients may be global firms with offices outside the European Economic Area (“EEA”), which means that your Professional Information might be accessed and processed in the USA or other non-EEA jurisdictions where there are different standards of data protection and privacy law from those that apply in the United Kingdom;

4.5.4. that those Clients will continue to hold and process that Professional Information to which they have been given access by you, even if you subsequently de-select them as entitled to view your professional profile, and even after termination of this User Agreement and the removal of the Professional Information from the Platform; and

4.5.5. that we accordingly have no liability to you for any use or misuse by the relevant Clients of that Professional Information.

## 5. Intellectual Property

5.1. We acknowledge that, as between you and us, the intellectual property rights in the Professional Information and Account Information that you provide are owned by you. By entering into this User Agreement, you grant us a royalty-free, non-exclusive, worldwide licence to use such Professional Information and Account Information for any purpose reasonably required in connection with the Service and Premium Services, including storing the Professional Information and Account Information on the Platform, copying the Professional Information and Account Information to the extent reasonably required in order to manage the Services and Premium Services generally and your Account specifically.

5.2. We acknowledge that, as between you and us, the intellectual property rights in the Original Content that you provide are owned by you. By entering into this User Agreement, you grant us a royalty-free, exclusive, worldwide licence to use such Original Content for any purpose reasonably required in connection with the Service and Premium Services, including storing the Original Content on the Platform, copying the Original Content to the extent reasonably required in order to manage the Services and Premium Services generally and your Account specifically. We acknowledge that, as between you and us, the Original Content may be provided to other Members and Clients for free or for a charge and we agreed to pay the Member or Free User a royalty fee as set out in our Publication Fees which can be found at <https://web.nicerconsult.com/publicationfees> for Members of our consultant site and <https://web.nicerwork.com/publicationfees> for Members of our work site.

5.3. We acknowledge that, as between you and us, you warrant that the Original Content is solely your content and does not infringe on any intellectual property rights of any third party. In entering into this Agreement you may or may not receive financial compensation for the publication of the Original Content on our Platform but in either circumstance you warrant that if any claim is made by any third party that either in whole or in part that the intellectual property in the Original Content you provided is not in fact owned by you, you will fully indemnify Nicer Group Limited for claims and damages made against us. Nicer Group make no agreement to publish any content or Personal Service via the Websites.

5.4. All text, graphics, logos, icons, images, audio clips, video clips, software (whether object code or source code), page layout, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website ("Website Content") is the property of Nicer Group Ltd, or its affiliates or third party licensors. With the exception of any Website Content the intellectual property rights in which are owned by third parties, you may make such copies of the Website Content as you may reasonably need for your own personal use.

5.5. Where the Website indicates that the intellectual property rights in any part of the Content are owned by a third party ("Third Party Content"), you must abide by any additional terms and conditions shown on the Website concerning the use of such Third Party Content.

## 6. Links to Other Websites

The Website may contain links to other sites. Unless expressly stated, these sites are third party websites and are not under our control of or that of our affiliates. We assume no responsibility for the content of such third party websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to a third party website does not imply our endorsement of that website itself or of those in control of them.

## 7. Subscription Fees for Premium Services

7.1. If you choose to upgrade your Membership type, then you agree to pay the Membership Fees with effect from the date that you do so (the "Membership Start Date").

7.2. The first instalment of Membership Fees will be charged to your credit / debit card or Paypal account on the Membership Start Date, and thereafter:

7.2.1. if you have chosen to subscribe on a monthly basis, on the same date of each month (or the earliest date thereafter if there are less than 31 days in the month); and

7.2.2. if you have chosen to subscribe on an annual basis, on the anniversary of that date in each year;

in each case, until this User Agreement is terminated, or you cancel your recurring subscription under Clause 7.5.

7.3. Your first payment will be at the price advertised on the Website. We reserve the right to change Membership Fees from time to time, by updating the page on the Website that shows the Membership Fees at least one clear month before any such change takes effect, and any such changes will be reflected in the amount charged to your credit / debit card or Paypal account on the date of the immediately subsequent renewal.

7.4. If you are a consumer based within the European Union, you have a statutory right to a 'cooling-off' period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between us and you is formed, which is when you respond to the Account activation email that we send you, and ends at the end of 14 calendar days after that date. However, please note that if you select a paying Member Membership, which gives you immediate access to certain Premium Services and other proprietary content on the Websites, the use of which is restricted to paying Members, then you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.

7.5. You may cancel your Membership at any time after subscribing, by sending a notice of cancellation

[Support@nicergroup.com](mailto:Support@nicergroup.com) or by logging in to the Website, going to "Account" and following the instructions under "Delete Account". In that event, you will continue to be entitled to access and use the Core Services and Premium Services. However, you will not be entitled to any refund of Subscription Fees that you have previously paid prior to giving us notice of cancellation, and you will continue to have access to the Premium Services until expiry of the then-current subscription period. At that point, access to the Premium Services will cease unless you choose to pay the Membership Fee and reactivate your Membership.

7.6. If you subscribe to paying Membership Premium Services in error, you must inform us within 24 hours of subscribing and must not use the Premium Services during that time. This provision also applies to automatic renewals of subscriptions which you may have forgotten to cancel. If any use of the Premium Services during this time period can be traced to your Account, however, no refund can be provided and you will continue to have access to the Premium Services until expiry of the then-current subscription period.

7.7 From time to time, we may also offer different subscription terms and membership benefits. Except as set out in this clause 7.7, membership fees are non-refundable.

7.7.1 Monthly plans will automatically renew on an annual basis until cancelled by you. Unless you notify us before the renewal date of the membership that you wish to cancel, your subscription will automatically renew. You authorise us (without notice) to collect the applicable membership fees using any valid payment source we have on record for you. On each anniversary of your payment plan we will give you notice via email of your membership renewal no less than three (3) calendar days before your annual renewal date.

## 8. Termination

8.1. We may terminate this User Agreement at any time, by giving 7 days' prior notice in writing to the email address linked to your Account.

8.2. You may terminate this User Agreement at any time, by giving 7 days' prior notice in writing to [Support@Nicergroup.com](mailto:Support@Nicergroup.com) or by logging in to the Website, going to "Account" and following the instructions under "Delete Account".

8.3. If we terminate this User Agreement under Clause 8.1:

8.3.1. we will refund to you any remaining balance of your Membership Fee, pro-rated according to the unexpired portion of the then-current Membership period. Such a refund will be calculated based upon the Membership Fee being divided by the number of days in the applicable Membership period and multiplied by the number of days remaining until the end of the Membership period; and

8.3.2. you will cease to have access to both Core Services and Premium Services from the effective date of termination.

8.4. If you terminate this User Agreement under Clause 8.2, you will cease to have access to both Core Services and Premium Services from the effective date of termination. If you are a paying Member, you will not be entitled to any refund of Membership Fees.

8.5. You agree and acknowledge that Clients will continue to hold and use any information (including personal data about you) that they were allowed access to and which you submitted prior to termination of this User Agreement.

8.6. If you are enrolled in either a Nicer Group monthly plan, or a Nicer Group annual plan and fail to provide a full membership payment on time, we reserve the right to deem such a failure as notice of cancellation and cancel your account immediately. Further, if we are unable to charge your designated payment method for any reason, we reserve the right to automatically downgrade your paid plan to a lower-priced plan or to suspend your paid membership until your designated payment method can be charged again.

## 9. Disclaimers

9.1. The Services and Premium Services, the Platform and the Websites are provided "as is", and we make no representation and give no warranty:

9.1.1. that they will meet your requirements;

9.1.2. that they will be of satisfactory quality or fit for a particular purpose;

9.1.3. that they will not infringe the rights of third parties;

9.1.4. that they will be compatible with your own computer systems;

9.1.5. that their use will be uninterrupted or error-free;

9.1.6. that the information they contain will be accurate or up to date; or

9.1.7. that your use of them will generate any specific results;

and all such express or implied warranties are hereby excluded to the fullest extent permitted by law.

9.2. We make no representation and give no warranty in relation to or on behalf of the Clients with whom you share information.

9.3. No part of the Platform or the Websites are intended to constitute advice, and they should not be relied upon when making any decisions or taking any action of any kind.

9.4. Whilst We use reasonable endeavours to ensure that the Platform and the Websites are secure and free of errors, viruses and other malware, we cannot be held responsible for damage or loss caused by any security breach, error or malwares including but limited to any form of cyber-attack or hacking, and you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

9.5. We accept no liability for any disruption or non-availability of the Platform or the Websites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state mandated censorship.

## 10. Limitation of Liability

10.1. Neither party limits its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

10.2. Subject to Clause 10.1, we will not be liable to you for any indirect, special or consequential loss or damage.

10.3. Subject to Clauses 10.1 and 10.2, our aggregate liability to you in respect of the subject-matter of this User Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed:

10.3.1. if you are a paying Member, the greater of (a) £100 (one hundred pounds) and (b) the equivalent of 12 months' Subscription Fees.

## 11. No Waiver

In the event that either party fails to exercise any right or remedy contained in this User Agreement, this shall not be construed as a waiver of that right or remedy.

## 12. Variation



12.1. We reserve the right (a) to modify the terms and conditions of this User Agreement, and (b) to modify, suspend or discontinue the Services or Premium Services, in each case by giving you not less than 7 days' notice in accordance with Clause 12.2.

12.2. Such notice may be provided by us using any of the following means (in our sole discretion):

12.2.1. by updating the User Agreement page on the Websites;

12.2.2. by sending you an email notifying you of the modification; and/or

12.2.3. by putting a message on the Websites by means of a pop-up or message bar.

12.3. If you object to any changes notified to you in accordance with this Clause 12, you are free to terminate this User Agreement by giving notice under Clause 8. By continuing to use the Platform, the Websites or the Services or the Premium Services after we have given notice about the relevant changes, you will be deemed to have accepted the updated terms and conditions or the Services or Premium Services, as so modified.

### 13. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party.

### 14. Communications

All notices or other communications relating to the subject-matter of this User Agreement shall be given:

14.1. in the case of communications from you to us, by email to [info@nicergroup.com](mailto:info@nicergroup.com);; and

14.2. in the case of communications from us to you, by email to the email address given by you in your Account Information, or by post to the address given by you in your Account Information.

Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day (meaning between the hours of 0900 to 1700, London time, Monday to Friday (excluding UK public holidays)) and on the next business day if the email is sent on a weekend or public holiday.

### 15. Intellectual property rights

15.1 For the purposes of these Terms, "Intellectual Property Rights" means any and all intellectual property rights, whether registered or unregistered, including but not limited to any patents, trademarks, domain names, URLs, design rights, copyright, software rights, database rights, rights in and to business names, product names and logos, processes, trade secrets, confidential information and any similar rights in any jurisdiction.

15.2 Nicer Group shall retain and be assigned all rights, title, interest and Intellectual Property Rights in relation to the articles and all other content found on the Websites (the "Content"). Except as otherwise provided in these Terms, you must not:

15.2.1 reproduce, modify, translate or create derivative works of any Content; sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any Content; or

15.2.2 circumvent or disable any security or technical features of the Content.

Nicer Group® is a registered trademark of Nicer Group Limited. The names of any companies or products mentioned on the Websites may be the trademarks of their respective owners.

All Content is Copyright © Nicer Group and/or its suppliers, affiliates and partners. All rights reserved.

## 16. No unlawful or prohibited use

16.1 As a condition of your use of the Websites, you will not use the Websites for any purpose that is unlawful or prohibited by these Terms.

16.2 You will not use the Websites in any manner which could damage, disable, overburden or impair the Websites, or interfere with any other party's use and enjoyment of the Websites.

16.3 You will neither obtain nor attempt to obtain any materials or information through any means not intentionally provided for on the Website.

16.4 The Content is protected by copyright and all other applicable Intellectual Property Rights set out above. Content is for your personal use only and not for resale. Your use of the Website does not entitle you to resell any Content from the Website. For the avoidance of doubt, your use of the Websites constitutes your acceptance of these Terms and your promise that you will not resell or otherwise attempt to commercially benefit from the Content without our written express consent. Our status (and those of any identified contributors) as the authors of material on the Websites must always be acknowledged and you must not use the material in a derogatory manner. If you print off, copy or download any part of the Websites in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 17. Acceptable use of communication services

17.1 The Websites may contain services such as bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

17.2 You agree that when using a Communication Service, you will not:

17.2.1 defame, abuse, harass, stalk, threaten or otherwise breach the legal rights (such as rights of privacy and publicity) of others;

17.2.2 publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

- 17.2.3 upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control these rights or have received all necessary consents;
- 17.2.4 upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- 17.2.5 advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- 17.2.6 conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- 17.2.7 falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 17.2.8 restrict or inhibit any other user from using and enjoying the Communication Services;
- breach any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- 17.2.9 harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
- 17.2.10 breach any applicable laws or regulations.

17.3 We reserve the right, in our own discretion, to review and remove materials posted to a Communication Service, in whole or in part. Nicer Group reserves the right to terminate your access to any or all of the Communication Services at any time without notice if we reasonably believe that you have breached these Terms or are misusing the Communication Services in any way.

17.4 Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not our authorised spokespersons and their views do not necessarily reflect our views.

17.5 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for keeping within these limitations if you download the materials.

## 18. Ownership and preservation of your materials

18.1 Nicer Group does not own any of the materials you provide to us (including feedback or suggestions) or post, upload, input or submit to any Nicer Group website or its associated services (collectively, your "Submissions"). By posting, uploading, inputting, providing or submitting your Submission, you grant Nicer Group, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid in relation to the use of your Submission unless agreed otherwise as part of an agreement between you and us in relation to Published Content. We are under no obligation to post or use any Submission you provide and may remove any Submission at any time in our sole discretion.

18.2. By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

18.3 We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our discretion.

## 19. Assignment

You must not assign or otherwise transfer the Terms, or any right granted under them, without our written consent. We can freely transfer our rights under the Terms.

## 20. Liability disclaimer

20.1 The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information on the Website. Nicer Group and/or its suppliers may make improvements and/or changes to the Websites at any time. Information and opinions received via the Websites should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

20.2 Although Nicer Group will use its reasonable efforts to keep the Websites available and the information on the Website reasonably accurate, Nicer Group and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Websites for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Nicer Group and/or its suppliers disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

## 21. Free Users

You use the Website at your own risk. Neither Nicer Group nor any company within our group, and our and their respective agents, employees and subcontractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the Websites (whether under these Terms or other contract or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence).

## 22. Fee paying members

22.1 Nicer Group's liability to you for any loss or damage is limited to damages of an amount equal to the Membership fee received by Nicer Group for the twelve month subscription period prior to the date on which the liability arose. Under this paragraph:

22.1.1 "Nicer Group's liability" includes that of any company in our group and our and their respective agents employees, subcontractors;

22.1.2 "You" includes any other party claiming through you; and

22.1.3 "Loss or damage" includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the use of the Websites, whether under this agreement or other

agreement or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence.

22.2 This section of the Terms does not affect claims relating to death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

## 23. General

23.1 You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website.

23.2 Our performance of this Agreement is subject to existing laws and legal process. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Websites or information provided to or gathered by us with respect to such use.

23.3 We may provide you with notices, including those regarding changes to the Terms by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.

23.4 A printed version of the Agreement, and of any notice given in electronic form, will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

## 24. Modifications

24.1 We aim to update the Websites regularly and can change the content at any time. We will use our reasonable efforts to keep the Websites available to you, but if necessary, we may suspend access to the Websites, or close them indefinitely. We will not be liable if for any reason the Websites are unavailable at any time or for any period.

24.2 We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, posting on our blog or on this page). By continuing to use or access the Services and Premium Services after the revisions come into effect, you agree to be bound by the revised Terms. If you have any questions or concerns, please visit our Help Page or Contact Us at any time.

## 25. Waiver

Any failure by us to enforce or exercise any provision of the Terms, or any related right, will not be a waiver of that provision or right. Any rights not expressly granted in this Agreement are reserved. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

## 26. Severability

In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term shall be deemed severed from these Terms and Conditions

and shall not affect the validity and enforceability of the remaining Terms and Conditions.

## 27. Law and Jurisdiction

This User Agreement and the relationship between you and us shall be governed by and construed in accordance with the Laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.