

## GMA-ONLINE TERMS AND CONDITIONS

**These terms and conditions of supply shall be deemed accepted by the Customer either on first use of the Services or when confirmed by electronic communication to the Supplier, whichever is the soonest.**

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause shall apply.

**Agreement:** the agreement made between the parties to which the Documentation and these terms are appended.

**Billing Days (and each one a Billing Day):** the last day of February, May, August and November in any year.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5.

**Customer:** the party seeking to engage with the Supplier under the Agreement.

**Customer Data:** the data inputted by or at the instigation of the Customer, for the purpose of using the Services.

**Documentation:** the documents made available to the Customer by the Supplier which set out a description of the Services, the user instructions for the Services, the tests and other materials underlying the Services and any reports generated through the Customer's use of the Services.

**Initial Subscription Term:** the initial term for the supply of Services starting on the date of first use of the Services and ending on the next occurring Billing Day.

**Normal Business Hours:** 9.00 am to 6.00 pm local UK time, each Business Day.

**Renewal Period:** the period described in clause 12.1.

**Services:** the subscription services provided by the Supplier to the Customer as more particularly described in the Documentation.

**Software:** the online software applications provided by the Supplier as part of the Services.

**Subscription Fees:** the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Documentation.

**Subscription Term:** has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Supplier:** Psychometric Research & Development Limited who own the publishing rights to the Documentation (by permission of S F Blinkhorn MA PhD CPsychol FBPsS proprietor of the copyright therein) and Synsemetrics Limited who operate the Services.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

## 2. SUBSCRIPTION

2.1 Subject to the Agreement, the Documentation and these terms, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence to use and enable use of the Services in the manner set out in the Documentation during the Subscription Term (not for general re-sale without the express written consent of the Supplier).

2.2 The Customer undertakes that:

- (a) it shall keep secure any login credential including passwords issued to it for the use of the Services and that it shall ensure that all permitted third party users of the Services keep such login credentials confidential;
- (b) it shall only use the Services for its own business purposes, or issue login credentials to properly trained and qualified third parties;
- (c) it shall permit the Supplier the right to audit the direct use of the Services by the Customer and any use of the Services by permitted third party users.

2.3 The Customer and its permitted users shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any hosted material that breaches the provisions of this clause.

- 2.4 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
    - (i) and except to the extent expressly permitted hereunder, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
    - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - (c) subject to clause 18.1, license, sell, rent, lease, transfer, assign, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available for exploitation by any third party, or
  - (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

### **3. SERVICES**

- 3.1 The Supplier shall, during the Subscription Term, provide the Services and supply the Documentation to the Customer on and subject to these terms. The Supplier does not provide advice or professional guidance in relation to the Services. The Customer shall carry out its own due diligence in relation to the nature of the Services and their appropriate use.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week.
- 3.3 Each authorised use of the Services shall constitute a distinct and separate contract for services.
- 3.4 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours.

#### 4. CUSTOMER DATA

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 4.2 The Supplier shall follow its standard archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its standard archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 4.3 The Customer acknowledges that the Supplier does not, as part of its operations in providing the Services, collect personal data for its own purposes. All data collected as a result of the use of the Services is stored anonymously by the Supplier. However, the Supplier shall, in providing the Services, comply with its legal and statutory obligations relating to the privacy and security of any personal data provided by the Customer's service users. Anonymised data may be used by the Supplier to improve its services or for general dissemination of anonymised analysis to the relevant industry and to Customers.
- 4.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA in order to carry out the Services and the Supplier's other obligations;
  - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with these terms on the Customer's behalf;
  - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - (d) the Supplier shall process the personal data only in accordance with these terms, the Agreement and any lawful instructions reasonably given by the Customer from time to time; and
  - (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## **5. SUPPLIER'S OBLIGATIONS**

5.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. Outcomes from the Customer's use of the Services shall be delivered to the electronic location(s) as may be notified to the Supplier and agreed from time to time.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 Nothing in these terms shall prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided hereunder.

5.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations.

## **6. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) provide the Supplier with:
  - (i) all necessary co-operation; and
  - (ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and technical information required for any configuration services;

- (b) comply with all applicable laws and regulations with respect to its activities hereunder;
- (c) carry out all other Customer responsibilities set out in these terms and in the Documentation in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that it uses the Services and the Documentation in accordance with these terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations hereunder, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (g) be solely responsible for informing all users of the Services the technical specification of any equipment required to use the Services (including but not limited to providing correct information in relation to the delivery of outcomes from the use of the Services); and
- (h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's (or any users enabled by the Customer) network connections or telecommunications links or caused by the internet.

## **7. CHARGES AND PAYMENT**

7.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 7 and the Documentation.

7.2 The Supplier shall invoice the Customer:

- (i) in arrears at the end of the Initial Subscription Term; and
- (ii) subject to clause 12.1, on each Billing Day thereafter for the Subscription Fees payable in respect of the previous Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice (time being of the essence).

- 7.3 If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may, without liability to the Customer, disable the Customer's login data, passwords, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2% over the then current base lending rate of Barclays Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 All amounts and fees stated or referred to:
- (a) shall be payable in pounds sterling;
  - (b) are, subject to clause 11.4(b), non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, or other local sales taxes. Where applicable (e.g. UK) value added tax shall be added to the Supplier's invoice(s) at the appropriate rate. Where local sales tax or value added tax is accounted for by the purchaser of supplies the Customer shall make its own arrangements for payment, after providing the Supplier with appropriate information.
- 7.5 The Supplier shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer.

## **8. PROPRIETARY RIGHTS**

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Supplier does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 8.2 To the extent that the Customer provides input to supplement the content of the Services, the Customer hereby confirms and warrants that it owns all intellectual property rights and title to provide said content (or a licence for its use in this manner) and shall indemnify and keep the Supplier indemnified, without limitation, against all claims, damages, cost and expense arising from its use in the manner requested by the Customer.

8.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these terms.

## **9. CONFIDENTIALITY**

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as set out in these terms.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms.

9.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

9.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7 The provisions of this clause 9 shall survive termination of the Agreement, however arising.



**10. INDEMNITY**

- 10.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
  - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - (c) the Customer is given sole authority to defend or settle the claim.
- 10.2 Save for the circumstances expressly stated in clause 8.2, the Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
  - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
  - (c) the Supplier is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Services, on 2 Business Days' notice to the Customer, without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 10.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
  - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
  - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 10.5 The foregoing and clause 11.4(b) states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-

contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **11. LIMITATION OF LIABILITY**

11.1 This clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with these terms;
- (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms.

11.2 Except as expressly and specifically provided in these terms:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

11.3 Nothing in these terms excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

11.4 Subject to clause 11.2 and clause 11.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 10.2 but excluding liability arising under clause 11.4(c)), tort (including negligence or breach of statutory duty),

misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its obligations under these terms shall be limited to £10,000.

- (c) the Supplier's liability in relation to any failure of the Services attributable to its actions or omissions, shall be limited to the actual price paid by the Customer for the part of the Services at issue.

## 12. TERM AND TERMINATION

12.1 The Services shall, unless otherwise terminated as provided in this clause 12, commence on first use of the Services and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive three-monthly periods (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Services shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with these terms;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

12.2 Without affecting any other right or remedy available to it, either party may terminate the provision of the Services with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any of these terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other

party with one or more other companies or the solvent reconstruction of that other party;

- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(h) (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3 On termination of the Services for any reason:

- (a) all licences granted shall immediately terminate;
- (b) the Customer shall and shall ensure that each of its permitted users shall make no further use of the Services, or any Documentation;
- (c) the Supplier shall respond to any requests for the delivery to the Customer of Customer Data on a case by case basis. The Supplier shall use reasonable commercial endeavours to deliver its response within a reasonable time of its receipt of such a request; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

**13. FORCE MAJEURE**

The Supplier shall have no liability to the Customer if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious

damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

**14. WAIVER**

No failure or delay by a party to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15. RIGHTS AND REMEDIES**

Except as expressly provided, the rights and remedies provided are in addition to, and not exclusive of, any rights or remedies provided by law.

**16. SEVERANCE**

16.1 If any provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**17. ENTIRE AGREEMENT**

17.1 These terms and all documents referred to, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in agreeing these terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the subject matter of these terms, other than as expressly set out herein.

**18. ASSIGNMENT**

18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations set out in these terms.

18.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.

**19. NO PARTNERSHIP OR AGENCY**

Nothing in these terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**20. NOTICES**

20.1 Any notice required to be given under these terms shall be delivered by email or otherwise any agreed electronic means. Where previously agreed, the parties may deliver written notices by hand or send them by pre-paid first-class post or recorded delivery post to the other party at its registered office address, or such other address as may have been notified by that party for such purposes.

20.2 A notice delivered by electronic means shall be deemed received on opening, or if delivery is not during the recipient's business hours at 9am on the first Business Day following it being sent. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

**21. GOVERNING LAW**

These terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter (including non-contractual disputes or claims).