

# Registration Terms

## 1. These terms

**1.1. What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are services or digital content.

**1.2. Why you should read them.** Please read these terms carefully before you use our service. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

## 2. Information about us and how to contact us

**2.1. Who we are.** We are Mylocumchoice Holdings Limited a company registered in England and Wales. Our company registration number is **10515742** and our registered office is at **Artisans' House, 7 Queensbridge, Northampton, Northamptonshire, United Kingdom, NN4 7BF** ("we" "us" "our" "MyLocumChoice").

**2.2. How to contact us.** You can contact us by writing to us at **My Locum Choice Ltd, PO Box 1384, Northampton NN3 0EJ** or emailing [opticalservices@mylocumchoice.com](mailto:opticalservices@mylocumchoice.com)

**2.3. How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you registered with our website mylocumchoice.com or through our App ("Website").

**2.4. "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our Services

**3.1.** MyLocumChoice has a number of contacts, and can meet further contacts, in the United Kingdom who may be interested in providing pharmacy and optometry locum services to the Client.

**3.2.** The Client wishes to be introduced to such contacts, and is willing to pay MyLocumChoice a commission on the terms of this agreement if Client engages such contacts.

**3.3.** MyLocumChoice is willing to introduce contacts to the Client in return for commission as provided in this agreement.

## 4. Interpretation

The following definitions and rules of interpretation apply in this agreement.

### 4.1. Definitions:

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

**Commencement Date:** has the meaning given to it in clause 10.

**Fee:** has the meaning given to it in clause 6.2.

**Introduction:** the provision to the Client of the contact details of potential candidates to provide locum services to Client. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.

**Introduction Date:** for each Prospective Candidate, the date during the term of this agreement on which MyLocumChoice first Introduces such Prospective Candidate to the Client.

**Mandatory Policies:** the MyLocumChoice's mandatory policies and procedures listed in the Schedule 1, as amended by notification to the from time to time.

**Prospective Candidate:** a person to whom the Client has not at any time previously contracted for Locum Services or any other services.

**Locum Services:** a contract for the supply of Locum Services entered into between the Client and a Prospective Candidate who was Introduced by MyLocumChoice.

**Services:** the introduction services, including the website and app access together with any other services from time to time offered.

**4.2. Person.** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**4.3. Schedules.** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

**4.4. Amendments to statutes.** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

**4.5. Writing.** A reference to **writing** or **written** includes e-mail.

**4.6. "Including".** Any words following the terms **including, include, in particular, for example** 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.

**4.7. Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement.

## 5. Introductions

**5.1. Appointment.** The Client appoints MyLocumChoice on a non-exclusive basis to provide contacts and access to Prospective Candidates for the Client in the United Kingdom and to make Introductions of such persons on the terms of this agreement.

**5.2. Post Introduction.** Following Introduction through the Service, Client understand that it is Client's responsibility to enter into a separate agreement with the Prospective Candidates for the provision and engagement of Locum Services. MyLocumChoice is not responsible for any arrangements with regards to shift scheduling, or payment for Locum Services, and is not responsible for the accuracy of any information provided by the Prospective Candidates. After the Introduction it is your responsibility to enter into discussions with the Prospective Candidate regarding any provision of services, including, but not limited to, payment of service fees/wages,

shifts, locations, and required qualifications.

### **5.3. Duties of MyLocumChoice.**

**(a) Good faith.** MyLocumChoice shall serve the Client faithfully and diligently and not to allow its interests to conflict with its duties under this agreement;

**(b) Introductions.** MyLocumChoice shall endeavour to make Introductions of Prospective Clients agreed pursuant to clause 5.1; and

**(c) Service.** MyLocumChoice will provide you with the Service to enable you to view and be Introduced to Prospective Candidates for long and short term locum engagements, but MyLocumChoice is under no obligation to find you such engagements.

### **5.4. Limited scope of authority.**

**(a) No authority to bind.** MyLocumChoice shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Client in any way, and shall not do any act which might reasonably create the impression that MyLocumChoice is so authorised.

**(b) No authority to contract or negotiate.** MyLocumChoice shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Client, including for the provision of the Locum Services, and shall not negotiate any terms for the provision of the Locum Services with Prospective Candidates.

**5.5. Obligation to disclose limits on authority.** MyLocumChoice must disclose to each Prospective Candidate that it is an introduction agent of the Client only and that it has no authority or ability to negotiate or vary the Locum Services or the terms of the Locum Services or enter into any contract on behalf of the Client.

**5.6. Marketing material.** MyLocumChoice may use the Client's name, logo or trade marks on any marketing material for the Services.

**5.7. Limits on representations.** MyLocumChoice shall not, without the Client's prior written consent, make or give any representations, warranties or other promises concerning the Locum Services which are not contained in the Client's material and information as provided to MyLocumChoice.

## **6. Fee and payment**

**6.1. Fee entitlement.** MyLocumChoice shall be entitled to a Fee if a Prospective Candidate Introduced by MyLocumChoice enters into Locum Services with Client.

**6.2. Fees.** The fee payable shall be £13 per booking under each Locum Service (as it may be renewed, extended or amended) from its commencement date.

**6.3. Duty on Client to disclose fee data.** The Client shall promptly notify MyLocumChoice in writing of the following:

(a) the date it enters into a Locum Service;

(b) the amount of the payments due for Locum Services under it; and

(c) the dates on which payments for such Locum Services are payable,

no later than 3 Business Days after it enters into such Locum Contract.

**6.4. Due date for payment.** Except where the procedures set out in clause 6.5 below have been followed, all Fees payable pursuant to clause 6.2 shall be due to MyLocumChoice (whether invoiced or not) within 10 days of the end of the month in which the Client incurred the Fees.

**6.5. Invoicing of Fees.** The MyLocumChoice shall invoice the Client for the Fees payable in accordance with the Client's statement submitted pursuant to clause 6.3, together with any applicable VAT, in which case, notwithstanding clause 6.4 above, the due date for payment by the Client of such Fees shall be 10 days from date of invoice.

**6.6. Currency.** Fee shall be payable to the MyLocumChoice in pounds sterling.

**6.7. Taxes.** All sums payable under this agreement:

(a) are exclusive of value added tax or other applicable sales tax, which, if applicable, shall be added to the sum in question;

(b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:

(i) lawfully avoid making any such deductions; or

(ii) enable the payee to obtain a tax credit in respect of the amount withheld.

**6.8. Interest on late payments.** If the Client fails to make any payment due to MyLocumChoice under this agreement by the due date for payment, then, without limiting MyLocumChoice's remedies under clause 11, the Client shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

**6.9. Accounts and records.** The Client shall keep separate accounts and records giving correct and adequate details of all Locum Services entered into by the Client. The Client shall permit the duly appointed representatives of MyLocumChoice at all reasonable times to inspect all such records and to take copies of them. For the avoidance of doubt, all rights in such records (including database right and copyright) shall belong to the Client.

**6.10. Continuing obligation to pay Fees.** Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 6 and the Client's obligation to pay Fees to MyLocumChoice in accordance with it.

## 7. Obligations of Client

**7.1. Good faith.** The Client must at all material times act in good faith towards MyLocumChoice.

**7.2. Provision of information.** The Client shall provide MyLocumChoice at all material times with the information MyLocumChoice reasonably requires to carry out its duties, including marketing information for and details of the Locum Services, and information about the Client.

**7.3. Notices of suspension or cessation of Services.** The Client shall inform MyLocumChoice

immediately if the Client suspends or ceases to require the Locum Services. In the event that Client cancels locum services within 7 days from the date of anticipated performance, MyLocumChoice may charge you a cancellation fee.

**7.4. Freedom of Client not to pursue Introductions.** The Client shall be under no obligation to:

- (a) follow up any Introduction made by MyLocumChoice; or
- (b) enter into Locum Services.

## 8. Confidentiality

**8.1. Obligations of confidentiality.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Prospective Candidates, clients or clients of the other party, except as permitted by clause 8.2.

**8.2. Confidentiality exceptions.** Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**8.3. Limited use of confidential information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

**8.4. Return of documents and records.** All documents and other records (in whatever form) containing confidential information supplied to or acquired by the MyLocumChoice from the Client shall be returned promptly to the Client on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

## 9. Compliance

**9.1. Compliance.** Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

**9.2. Mandatory Policies.** The Client shall comply with the Mandatory Policies as MyLocumChoice may update them from time to time.

## 10. Data protection

**10.1. Definitions.**

**(a) Agreed Purposes:** personal data may be used for the purpose of providing you with, and facilitating potential candidates for provision of locum services.

**(b) Controller, data controller, processor, data processor, data subject, personal data,**

**processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**(c) Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

**(d) Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

**(e) Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Names
- b) Email addresses
- c) Telephone number
- d) Any other such information you permit us to disclose for the purposes of providing you with the Services

**10.2. Shared Personal Data.** The provisions which follow out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data obtained from the Data Discloser outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
  - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a

joint controller); and

(ii) the transferring party complies with its obligations under the Data Protection Legislation ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

**10.3. Compliance:** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

**10.4. Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party.
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

**10.5. Indemnity.** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim,

full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## 11. Limitation of liability

**11.1. Unlimited liability.** Nothing in this agreement shall limit or exclude the liability of either party for:

**(a) Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).

**(b) Fraud.** Fraud or fraudulent misrepresentation or wilful default.

**(c) Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability.

**11.2. Limitations of liability.** Subject to clause 11.1 above:

**(a) Loss of profit, revenue, goodwill, or anticipated savings.** Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, goodwill, or anticipated savings.

**(b) Loss on termination and indirect loss.** Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(i) any loss arising out of the lawful termination of this agreement or any decision not to renew its term, or

(ii) any loss that is an indirect or secondary consequence of any act or omission of the party in question.

**(c) Damage to property.** The total liability of either party for damage to property caused by the negligence of its employees in connection with this agreement shall be limited to £100 for any one event or series of connected events; and

**(d) Total cap.** The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1000 for the entire term of this agreement.

**11.3. No Representations.** MyLocumChoice makes no representations or warranties with respect to the quantity or qualification of Prospective Candidates to be provided. The contact details and candidate information provided by MyLocumChoice shall only be used by Client for the purpose of seeking locum services. The Client may not send unsolicited faxes, mail or e-mail or make unsolicited phone calls regarding promotions and/or advertising of Client's or a third party's products or services.

**11.4.** MyLocumChoice is not responsible for any fees, loss of earnings to Client when Locum Services are breached, cancelled or otherwise amended. MyLocumChoice is not, and will not be a party to a Locum Service.

**11.5. Additional Indemnification.** MyLocumChoice does not warrant or guarantee that the

Prospective Candidates that may be engaged by Client in a Locum Service will produce any particular result or any solution to Client's particular needs. Accordingly, Client acknowledges and agrees that MyLocumChoice is not responsible for any aspects of the Prospective Candidate's work or the Client's project, including, without limitation, any deadlines or work product. Because MyLocumChoice is providing Introductions only services, and Client is directing and supervising the Prospective Candidates who render these services, MyLocumChoice shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Prospective Candidate, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify MyLocumChoice and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

## 12. Restrictive Covenant

**12.1. Restrictive Covenant-Conversion.** MyLocumChoice is not an employment agency. Its Services are provided at great expense. In consideration thereof, during the term of this agreement and for the 12 month period immediately following the period for which a Prospective Candidate last was Introduced to Client or performed services for the Client under this agreement, whichever is later (Last Contact), Client shall not, directly or indirectly, for itself, or on behalf of any other person, solicit, participate in or promote the solicitation of such Prospective Candidate or hire or engage such Prospective Candidate outside of this agreement.

**12.2. Liquidated Damages.** Client will pay MyLocumChoice, as liquidated damages, £1000 per Prospective Candidate engaged outside of this agreement without MyLocumChoice's written consent within the 12 month period from the date of the Last Contact.

## 13. Commencement and duration

This agreement shall commence on the date you registered with MyLocumChoice for the Services (Commencement Date) and shall continue, unless terminated earlier in accordance with clause 14, until either party gives to the other party 30 days' written notice to terminate.

## 14. Termination

**14.1. Termination on notice.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) 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 [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e) 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;

(f) 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 (being a company);

(g) 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 (being a company);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) 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;

(j) the other party (being an individual) is the subject of a bankruptcy petition or order;

(k) 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;

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

## 15. No partnership or agency

**15.1. No partnership or agency between the parties.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**15.2. No agency on behalf of third party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 16. Entire agreement

**16.1. Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16.2. No reliance on matters outside agreement.** Each party acknowledges that in entering into this 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 this agreement.

**16.3. Misrepresentation and misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**16.4. Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

## 17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 18. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## 19. No automatic waiver

**19.1.** No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

**19.2.** 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.

## 20. Severance

**20.1. Deemed modification or deletion.** If any provision or part-provision of this 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 shall not affect the validity and enforceability of the rest of this agreement.

## 21. Notices

**21.1. Form of notices.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.

**21.2. Deemed receipt of notices.** A notice or other communication shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in clause 19.1;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) or, if sent by email, one Business Day after transmission.

**21.3. Exclusions from notice provisions.** This clause 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. For the purposes of this clause, "writing" shall not include e-mail.

## 22. Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

## 23. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 24. 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).!

## Mandatory Policies

[1. Data and Privacy Policy](#)

[2. Terms of Use](#)

[3. Acceptable Use Policy](#)