

FLEXT
END USER LICENCE AGREEMENT (EULA)

PLEASE READ THESE LICENCE TERMS CAREFULLY: BY BUYING THE APP OR OTHERWISE CLICKING ON THE “ACCEPT” BUTTON, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT BUY OR OTHERWISE MAKE USE OF THE APP.

1. Who We are and what this EULA does

(a) Flextnow Limited, incorporated and registered in England and Wales with company number 12142453 whose registered office is at Unit 6, Swan Wharf Business Centre, Waterloo Road, Uxbridge, Middlesex, UB8 2RA (**We, Us, Our**) license You to use:

- (i) the Flext mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it;
- (ii) any related online or other electronic documentation (**Documentation**); and
- (iii) the service(s) You connect to via the App and the content We provide to You through it (**Service**),

on a non-exclusive, non-transferable basis as permitted in these terms.

(b) The nature of the Services which You access will depend on Your status as:

(i) **Operative:** an independent contractor, subcontractor or professional advisor that available for hire or engagement or hired or engaged in connection with a project.

(ii) **Tenant:** the company that sets up, manages, budgets and assigns resources for a project. Within a Tenant, You may be a ‘Tenant Contract Manager’, ‘Tenant Project Manager’ or ‘Tenant Super Admin’ as designated at the point of Your registration and amended from time to time in connection with a project.

(iii) **Developer:** the client which owns the project and has access to all of its operations. Within a Client, You may be a ‘Developer Super Admin’ or ‘Developer Site Manager’, as designated at the point of Your registration and amended from time to time in connection with a project.

(c) The rights granted under this EULA are granted to You only and shall not be considered granted to any subsidiary or holding company. You shall use reasonable endeavours to prevent any unauthorised access to, or use of the App and notify Us promptly of any such unauthorised access or use.

2. Your Privacy

(a) Under data protection legislation, We are required to provide You with certain information about who We are, how We process Your personal data and for what purposes and Your rights in relation to Your personal data and how to exercise them. This information is provided in the Privacy Policy and it is important that You read that information.

(b) Please be aware that internet transmissions are never completely private or secure and that any message or information You send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. **Additional Terms**

- (a) Please be aware that this EULA does not govern Your relationships with Operatives, Tenants, Developers and other third parties connected with a project (as applicable) (**Project Contracts**), nor are We a party to the Project Contracts. We strongly recommend that You carefully implement and/or review any Project Contracts (as the case may be) and We accept no responsibility for any actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties, proceedings and settlements (**Losses**) which You suffer or incur arising out of them.
- (b) Furthermore, Apple App Store's and Google Play Store's terms also apply to Your use of the App. The ways in which You can use the App and Documentation may also be controlled by the [Apple App Store's and Google Play Store's [rules and policies](#)

4. **User-type Particulars**

Certain functionalities of the App will be available depending on your status as an Operative, Tenant or Developer (as follows) and furthermore, within each of those user-types, whether you are a user or Super Admin or hold a specific role at the Tenant or Developer.

A Super Admin shall be responsible for adding and removing individual authorised users in relation to the organisation in question.

(a) **Operatives**

(i) Upon registration you will register for an account and be required to provide (amongst other things), its applicable tax information, qualification and UTR and CSCS numbers. We will require verification of this information through you uploading supporting and substantiating documents to the App. Once We have verified this information, We shall make your account live and mark you as being 'active'.

(ii) Once you are active you will be able to:

- view jobs and information relating to the same (including but not limited to the location of the job with reference to GPS coordinates, rates and other relevant information) which have been posted on the App and receive notifications to your registered device(s) when certain jobs are posted;
- determine which jobs appear in your searches by selecting and applying the applicable filters based on your preferences;
- accept or reject those jobs which have been assigned to you based on your qualifications;
- sync your personal or business calendar with the Flex calendar so as to enable you to plan your availability and workload; and
- upload and keep up to date your personal and financial information, monitor paid and unpaid invoices and view a consolidation of the earnings via the App from time to time.

(iii) It is your responsibility to verify the suitability of the job and associated Tenant(s), Developer(s) and any other Operatives associated with the job as well as the accuracy, truths and completeness of the information comprising the job post.

(iv) Once you have accepted a job, amongst other things you will be able to:

- update its status between 'Start' and 'End' for the benefit and information of the Tenant(s) and Developer(s);
- clock your presence on the job 'in' and 'out' with use of the GPS functions, which will require the use of the location settings on your device;
- interact with those Tenant(s) and Developer(s) who have elected to be available via the chat function, share images and request assistance;

- upon completion, mark the job as such to transfer it to the Project Manager for approval ahead of invoicing via the App in pdf and spreadsheet formats (which can be edited as required); and
- receive tickets in relation to any job, where defects arise or snags need to be dealt with.

(v) You agree and acknowledge that We are not responsible for:

- nor affiliated in any way with any individual job posted on the App;
- any inaccuracies, untruths or incompleteness of a job posted on the App;
- any errors or failures in the Flex calendar syncing with your personal or business calendar; or
- any failure for a notification being received on your device such that this contributes to or results in your failure to win a job.

(b) **Tenants**

(i) Upon registration you will register for an account and be required to provide (amongst other things), its applicable tax information, qualification and UTR and CSCS numbers. We will require verification of this information through you uploading supporting and substantiating documents to the App. Once We have verified this information, We shall make your account live and mark you as being 'active'.

(ii) Additional or limited facilities will be available to you dependent on whether you are marked as a 'Super Admin' or 'Contract/Project Manager'.

(iii) Once you are active, you will be able to:

- set up projects and jobs with information including dates, budgets, contact details, rates, site hours and drawings;
- upload information and documentation relating to live projects and jobs and organise meetings relating to the same through sending out invites to the applicable Operative(s), Developer(s) and any other Tenants;
- assign Operative(s) to the job based on their qualifications and availability;
- track the status of jobs, approve its completion, raise tickets, assign reworks and receive invoices in respect of the jobs;
- generate invoices for Developers in respect of the completed jobs in pdf and spreadsheet formats (which can be edited as required) and monitor the same as being paid or unpaid;
- receive alerts and notifications in relation to the applicable elements and aspects of the aforementioned to your device as facilitated by the App; and
- generate and export graphical reports providing analytical data relating to projects

(vi) It is your responsibility to verify the suitability of the Operatives associated with the job as well as the accuracy, truths and completeness of the information comprising their qualifications and availability.

(vii) You agree and acknowledge that We are not responsible for:

- nor affiliated in any way with any Operative, which has an account on the App;
- any inaccuracies, untruths or incompleteness of the information provided by the Operative as part of their account on the App;
- any errors or failures in the Flex calendar syncing with your personal or business calendar and displaying Operatives as being available when they are otherwise unavailable; or
- any failure or delay in a notification being transmitted to the Operative or its acceptance/rejection such that this contributes to or results in your failure to instruct an Operative as desired or required.

(c) **Developers**

(i) Upon registration you will register for an account and be required to provide (amongst other things), its applicable tax information, qualification and UTR and CSCS numbers. We will require verification of this information through you uploading supporting and substantiating documents to the App. Once We have verified this information, We shall make your account live and mark you as being 'active'.

(ii) Additional or limited facilities will be available to you dependent on

(iii) Once you are active, you will be able to:

- track the overall progress of your project(s) and all jobs being carried out in connection with those projects, outstanding tickets and any invoices due and payable to the Tenants;
- receive invoices from the Tenants periodically based on the status of the project as designated by the Tenant and dispute the same by raising a ticket; and
- receive alerts and notifications in relation to the applicable elements and aspects of the aforementioned to your device as facilitated by the App.

(iv) It is your responsibility to verify the suitability of the Tenant(s) associated with the project as well as the accuracy, truths and completeness of the information comprising their qualifications and availability.

(v) You agree and acknowledge that We are not responsible for:

- nor affiliated in any way with any Operative or Tenant, which has an account on the App;
- any inaccuracies, untruths or incompleteness of the information provided by the Operatives or Tenants as part of their account on the App;
- any failure or delay in a notification being transmitted.

5. **Fees**

£5 monthly fee by user will be charged after an initial free period

6. **Your Data**

(a) The following definitions are used in this clause:

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Your Data: the data inputted into the information fields of the App by You, or by Us on Your behalf.

(b) You shall own all rights, title and interest in and to all of the Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Your Data.

(c) In the event of any Loss to Your Data, Your sole and exclusive remedy against Us shall be for Us to use reasonable commercial endeavours to restore the same from the latest back-up maintained by Us. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party, including any other users of the App.

(d) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

(e) The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and We are the processor.

(f) Without prejudice to the generality of clause 5(d), You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data via the App.

(g) Without prejudice to the generality of clause 5(d), We shall, in relation to any personal data processed in connection with the performance by Us of Our obligations under this EULA:

(i) process that personal data only on Your written instructions (which are provided in the course of You uploading Your Data to the App) unless We are required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where We are relying on Applicable Laws as the basis for processing personal data, We shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying You;

(ii) ensure that You have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) not transfer any personal data outside of the European Economic Area and the United Kingdom unless Your prior written consent has been obtained and the following conditions are fulfilled:

- appropriate safeguards have been provided in relation to the transfer;
- the data subject has enforceable rights and effective legal remedies;
- We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the personal data;

(iv) assist You, at Your cost, in responding to any request from a data subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(v) notify You without undue delay on becoming aware of a personal data breach;

- (vi) at Your written direction, delete or return personal data and copies thereof to You on termination of the EULA unless required by Applicable Law to store the personal data; and
- (vii) maintain complete and accurate records and information to demonstrate Our compliance with this clause.

7. **Operating System Requirements**

- (a) This App requires an IOS or Android operated device with a minimum of 32meg of memory and the latest updated operating system

8. **Support for the App and how to tell Us about problems**

- (a) If You want to learn more about the App or the Service or have any problems using them please take a look at Our support resources at www.flextnow.com

If You think the App or the Services are faulty or misdescribed or wish to contact Us for any other reason please email Our customer service team at support@flextnow.com.

9. **Communications**

- (a) If We have to contact You, we will do so by email, SMS or by pre-paid post to the address You provided in accordance with Your registration of the App.

- (b) Note that any notice, given by:

- (i) Us to You will be deemed received and properly served 24 hours after it is first posted on Our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and

- (ii) You to Us will be deemed received and properly served 24 hours after an email or SMS is sent, or three days after the date of posting of any letter.

- (c) In proving the service of any notice, it will be sufficient to prove, in the case of posting on Our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

10. **Your Obligations when Using the App**

- (a) In return for Your agreeing to comply with these terms You may:

- (i) download and install copy of the App onto your IOS or Android device and view, use and display the App and the Service on such devices for Your internal business purposes only;

- (ii) use any Documentation to support Your permitted use of the App and the Service; and

- (iii) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as We may provide to You.

- (b) You must be 18 or over to accept these terms and buy the App.

- (c) More generally, You agree that You shall:

- (i) provide Us with all necessary co-operation and access to such information as may be required by Us in relation to this EULA;

- (iv) in order to render the Services, including but not limited to Your Data, security access information and software interfaces to Your other business applications;

- (v) without affecting Your other obligations under this EULA, comply with all applicable laws and regulations with respect to Your activities under this EULA; and

- (vi) carry out all other responsibilities set out in this EULA in a timely and efficient manner.

11. **Our Obligations**

(a) We undertake that the Services will be performed substantially in accordance with the clauses of this EULA, in accordance with any specification set out on the applicable App Store and with reasonable skill and care. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the App contrary to Our instructions or modification or alteration of the App by any party other than Us or Our duly authorised contractors or agents.

(b) If the App does not conform with the foregoing undertaking, We will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes Your sole and exclusive remedy for any breach of this undertaking. Notwithstanding the foregoing, We do not warrant that the App and Services will be free from any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability (**Vulnerability**, and the term **Vulnerabilities** shall be construed accordingly) or that Your use of the App and the Services will be uninterrupted or error-free.

(c) This EULA shall not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this EULA.

12. **Updates to the App and changes to the Service**

(a) From time to time We may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively We may ask You to update the App for these reasons.

(b) If You choose not to install such updates or if You opt out of automatic updates You may not be able to continue using the App and the Services.

(c) The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to You when You bought it in all material respects.

13. **Changes to these terms**

(a) We may need to change these terms to reflect changes in law or best practice or to deal with additional features which We introduce. We notify You of any change when You log into or start the App the next time with details of the change.

(b) Your continued use of the App and Documents following the deemed receipt and service of the notice shall constitute Your acceptance to the terms of this EULA, as varied. If You do not wish to accept the terms of the EULA (as varied) You must immediately stop using and accessing the App and Document on the deemed receipt and service of the notice.

14. **If someone else owns the phone or device You are using**

(a) If You download or stream the App onto any phone or other device not owned by You, You must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not You own the phone or other device.

15. **We may collect technical data about Your device**

(a) By using the App or any of the Services, You agree to Us collecting and using technical information about the devices You use the App on and related software, hardware and peripherals to improve Our products and to provide any Services to You.

(b) We may collect location data (but You can turn location services off). Certain Services, will make use of location data sent from Your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If You use these Services, You consent to Us and Our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of Your location data and queries to provide and improve location-based and road traffic-based products and services. You may stop Us collecting such data at any time by turning off the location services settings within the App.

16. **We are not responsible for other websites You link to**

(a) The App or any Service may contain links to other independent websites which are not provided by Us. Such independent sites are not under Our control, and We are not responsible for and have not checked and approved their content or their privacy policies (if any).

(b) You will need to make Your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

17. **Restrictions**

i. Except as expressly set out in this EULA or as permitted by any local law, You undertake:

(a) not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;

(c) not to make alterations to, or modifications of, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by You during such activities is:

(i) used only for the purpose of achieving inter-operability of the App with another software program; and

(ii) not unnecessarily disclosed or communicated without Our prior written consent to any third party; and

(iii) not used to create any software which is substantially similar to the App;

(e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;

(f) to supervise and control use of the App and ensure that the App is used by Your employees and representatives in accordance with the terms of this EULA;

(g) to include Our copyright notice on all entire and partial copies You make of the App on any medium;

(h) not to provide or otherwise make available the App in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than Your employees without prior written consent from Us;

- (i) to comply with all applicable technology control or export laws and regulations; and
- (j) not use the App via any communications network or by means of remote access.

18. Acceptable use restrictions

You must not:

- (a) use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- (k) infringe Our intellectual property rights or those of any third party in relation to Your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- (l) not to store, distribute, introduce or transmit through the App any Vulnerability or thing or device (including any software, code, file or programme) which may:
 - (i) 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;
 - (ii) 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
 - (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
- (m) transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the App or any Service;
- (n) use the App or any Service in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
- (o) collect or harvest any information or data from any Service or Our systems or attempt to decipher any transmissions to or from the servers running any Service.

19. Intellectual property rights

- (a) All intellectual property rights in the App, the Documentation and the Services throughout the world belong to Us (or Our licensors) and the rights in the App and the Services are licensed (not sold) to You. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.
- (b) You acknowledge that You have no right to have access to the App in source code form.

20. Our responsibility for Losses suffered by You

- (a) You acknowledge that the App has not been developed to meet Your individual requirements, including any particular cybersecurity requirements You might be subject to under law or otherwise, and that it is therefore Your responsibility to ensure that the facilities and functions of the App as described in the Documents meet Your requirements.
- (b) We only supply the App and Documents for internal use by Your business, and You agree not to use the App or Documents for any re-sale purposes.
- (c) We shall not in any circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA for:

- (i) loss of profits, sales, business, or revenue;
- (ii) business interruption;
- (iii) loss of anticipated savings;
- (iv) loss or corruption of data or information;
- (v) loss of business opportunity, goodwill or reputation;
- 1. where any of the Losses set out in (i) – (v) are direct or indirect; or
- (vi) any special, indirect or consequential Losses.

(d) Other than the Losses set out in clause 20(c) above (for which We are not liable) and subject to clause 20(e) below, Our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £20 per month

(e) Nothing in this EULA shall limit or exclude Our liability for death or personal injury resulting from Our negligence, fraud or fraudulent misrepresentation, any other liability that cannot be excluded or limited by English law.

(f) This EULA sets out the full extent of Our obligations and liabilities in respect of the supply of the App and Documents. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Us. Any condition, warranty, representation or other term concerning the supply of the App and Documents which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

(g) We recommend that You back up any content and data used in connection with the App, to protect Yourself in case of problems with the App or the Service.

21. Events outside Our control

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this EULA that is caused by any act or event beyond Our reasonable control, including without limitation failure of public or private telecommunications networks (**Event Beyond Our Control**).

(b) If an Event Outside Our Control takes place that affects the performance of Our obligations under this EULA:

- (i) Our obligations under this EULA will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and
- (ii) We will use Our reasonable endeavours to find a solution by which Our obligations under this EULA may be performed despite the Event Outside Our Control.

22. Termination of the EULA

(a) We may terminate this EULA immediately by written notice to You if You commit a material or persistent breach of this EULA which You fail to remedy (if remediable) within 14 days after the service of written notice requiring You to do so.

(c) On termination for any reason:

- (i) all rights granted to You under this EULA shall cease;
- (ii) You must immediately cease all activities authorised by this EULA;

(iii) You must immediately and permanently delete or remove the App from all computer equipment in Your possession, and immediately destroy or return to Us (at Our option) all copies of the App and Documents then in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so;

(iv) 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 EULA which existed at or before the date of termination shall not be affected or prejudiced; and

(v) any term which is expressed or implied to come into or remain in force following termination shall so come into or remain in force.

23. **Export Control Laws**

(a) Neither party shall export, directly or indirectly, any technical data acquired from the other party under this EULA (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

(b) Each party undertakes:

(i) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in this clause; and

(ii) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

24. **Other important terms**

(a) We may transfer Our rights and obligations under this EULA to another organisation, but this will not affect Your rights or Our obligations under this EULA.

(c) You may only transfer Your rights or Your obligations under this EULA to another person if We agree in writing.

(d) This EULA and any document expressly referred to in it constitutes the entire agreement between Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to its subject matter. You agree that You 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 EULA or any document expressly referred to in it. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.

(e) If We fail to insist that You perform any of Your obligations under this EULA, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

(f) Each of the terms and conditions of this EULA operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect.

(g) This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.