

Mentor Group Limited (herein identified as MTG) offer various cloud-based services on a subscription basis. These terms apply to the use of those services and to the receipt of any related services.

If you place an order for a Subscription (or for any Additional Services that you require to supplement an existing Subscription), your order creates a legally binding contract between you and us, subject to these terms.

It is therefore essential that you read and understand these terms before taking out a Subscription or requesting any Additional Services. By placing an order you confirm that you have done so and that you agree to be bound by these terms.

1. DEFINITIONS AND INTERPRETATION

- In these terms, including the introduction, the following definitions shall apply unless the context otherwise requires:

App: the mobile application which can be utilised to access the Platform (only relevant for Platforms which have an accompanying App);

Additional Services: any services ordered which are in addition to those included within the Subscription (such as implementation, consultancy, development or training services);

Compatible Browser: the latest general release version of Chrome, Internet Explorer, Microsoft Edge or Safari, in each case provided that the browser has no non-standard plug-ins and is configured in accordance with the default settings applicable to that browser, or any other configuration which may be specified as required in the Documentation or otherwise notified by MTG to the Customer from time to time;

Compatible Device: a device with which the App is compatible, as specified in the app store listing for the relevant version of the App, and as amended from time to time;

Customer: the entity which subscribes to the Platform;

Customer Branding: the Customer's name, logo and any other trade mark or branding of the Customer;

Customer Content: any content that the Customer or a User uploads to the Platform;

Developments: any content that MTG develop specifically for the Customer;

Documentation: the user documentation which describes the Platform and provides guidance as to the proper use of the same;

MTG: Mentor Group Limited, a company incorporated and registered in England with company number 2767629, and whose registered office is at Abbey Place, 24-26 Easton Street, High Wycombe, Buckinghamshire, HP11 1NT;

Fees: the Subscription Fee together with any other fees for Additional Services provided;

Intellectual Property Rights: any and all intellectual property rights including patents, trade marks, copyright, rights in databases, domain names, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register such

rights and any and all goodwill relating or attached to it and all extensions and renewals of it;

Platform: the cloud-based subscription service offered by MTG, as specified in the relevant Statement of Works;

Statement of Works: a statement of works (or other similar document in such form as MTG may accept) agreed between the parties under which the Customer orders a Subscription and/or Additional Services;

Subscription: a subscription entitling the Customer to access and use the Platform in accordance with these terms (subject to payment of the Subscription Fee), which includes access to the Documentation and the hosting of the Platform, as described in more detail in clause 3;

Subscription Fee: the fee payable in consideration of the Subscription in accordance with the standard subscription charges, as varied from time to time;

User: an individual person who accesses the Platform as part of the Customer's Subscription; and

User Policies: the acceptable use policy for the Platform, [accessible here](#), and any other policy applicable to the proper use of the Platform or App such as MTG may publish from time to time.

- Headings are included for convenience only and shall not affect the construction or interpretation of these terms.
- Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender. Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons.
- The words **include, includes, including** and **included** and like words and expressions will be construed without limitation unless inconsistent with the context.
- Any reference to a notice or other communication being in writing shall be satisfied by that notice or communication being sent by email, provided this is permitted by and done in accordance with clause 15 where applicable.
- Any reference in these terms to law or to any statute, statutory instrument, directive, regulation, order or other enactment shall mean the same as shall be amended, enacted, replaced, extended, modified, consolidated or repealed from time to time.
- Business days shall be all days other than Saturdays, Sundays and public holidays in England and working hours shall be 9am to 5pm UK time on business days.

1. PLACING ORDERS

- Upon Acceptance of these Terms and Completion of our Online order form consisting of at least, the Service Ordered, the Number of Users, the Subscription term and the associated fees this contract will become legally binding on both parties and the agreement shall be irrevocable except on its terms.
- An invoice will be issued in line with the Order and the associated fees to the customer.

- The subscription fees are exclusive of any and all Taxes, duties or levies. If the Customer is located in a Jurisdiction whereby withholding Taxes are required to be deducted or withheld from any amount due to MTG then Customer agrees to notify MTG immediately and in writing.
- Any Liability relating to withholding Tax will be the sole responsibility of the Customer and said Tax should be added on top of the Customer Subscription fees payable.
- In order to ensure that Customer will not experience any interruption or loss of services, the Customer's Subscription will renew automatically Except where the Customer cancels its Subscription prior to its expiration, the Subscription will automatically renew upon the end of the current applicable Subscription
- As part of the Registration, Order and acceptance of these terms the Customer agrees to provide and keep MTG updated with accurate and complete billing information. Customer Authorises MTG to charge, collect ad request payment from their chosen payment method or designated bank account.

1. THE PLATFORM

- A Subscription entitles the Customer to the non-exclusive right to access and use the relevant Platform for its own business purposes during the term of the Subscription in accordance with these terms, and to allow Users to access it subject to clause 6.
- The Subscription includes access to the Documentation at no additional charge.
- The Platform is offered on a hosted basis and will be made available for the Customer to connect to via the internet in accordance with these terms. A Subscription does not give the Customer any right to a copy of the underlying software to install on its own systems or servers.
- To get the most of the Platform, Users will need to access it via a Compatible Browser or, where the Platform has an accompanying App, via the App. If the User wishes to access the Platform via the App the User will need to download the App from the appropriate app store and install it on a Compatible Device.
- The Platform may be accessible via web browsers other than Compatible Browsers, via earlier versions or differently configured versions of the Compatible Browsers, or (when using the App) using a device other than a Compatible Device, but in these cases functionality may be limited.
- MTG may from time to time make changes to the Platform, including to improve its functionality or usability, add new features, remove features it considers to be obsolete, fix errors or address feedback received from customers. MTG shall endeavour to minimise any disruption caused as a result of the implementation of such changes.
- It may be necessary from time to time for MTG to disable part or all of the Platform for maintenance purposes. Where such maintenance is likely to affect the functionality or accessibility of the Platform, MTG shall

use reasonable endeavours to provide notice to the Customer of any such maintenance and to perform it outside of working hours.

- The Subscription does not include back-up services, but does include the right for the Customer to export its data at any time during the term of the Subscription. MTG strongly recommends that the Customer performs regular exports of the Customer Content during the term of the Subscription and retains them in a safe place and the Customer agrees to do so. MTG shall not be responsible for any losses caused as a result of the Customer's failure to comply with this clause.
- The Customer shall be fully responsible for any acts or omissions of any User or any other party accessing the Platform using any User's access credentials (whether or not with the Customer's permission), as if such acts or omissions were the acts or omissions of the Customer. The Customer shall ensure that all Users are aware of the User Policies and all applicable terms in respect of use of the Platform.
- The Customer shall use the Platform only in accordance with these terms (including the User Policies) and procure that all Users do the same.
- The Customer shall immediately notify MTG if it believes or suspects either that it may have breached these terms, that a User (or other person using a User's access credentials) may have failed to comply with the User Policies or that any User's access credentials may have been compromised.
- MTG shall be entitled to suspend access to the Platform (or any part of it) for any or all Users without liability to the Customer immediately and without notice or to take such action as it may in its discretion think appropriate if it reasonably believes (a) not doing so may prejudice the security, integrity or operability of the Platform or part of it, cause harm to another customer or other third party or give rise to a claim against MTG, (b) the Customer or any of its Users have transmitted, uploaded or downloaded any content which contravenes the restrictions set out in the User Policies or (c) the Customer is otherwise in breach of these terms. Promptly following such suspension MTG shall notify the Customer of the suspension, the reason for the suspension and what steps the Customer can take so that the suspension can be brought to an end.

1. DOCUMENTATION AND SUPPORT

- The Customer shall be responsible for providing first-line support to its Users. If the Customer or any of its Users have any queries as to how to use the Platform the Customer should in the first instance consult the Documentation.
- Should the Customer be unable to resolve its issue by means of reading the Documentation, support requests may be escalated to MTG via the methods suggested in the Documentation. To ensure that support requests can be handled efficiently, all support requests made to MTG must be made via nominated individuals within the Customer's IT support team.

- If MTG considers that the issue reported is caused by a material error in the Platform, it will deal with such report in accordance with clause 2.

1. ADDITIONAL SERVICES

- Additional Services are not included within the Subscription but may be ordered separately.
- MTG shall be responsible for the provision of the consultants who provide the Additional Services. In the event that any individuals become unavailable due to (for example) accident, illness, termination of employment or reallocation to another task, MTG shall use reasonable endeavours to provide a suitable replacement.
- Timescales given for the performance of Additional Services are for indicative purposes only.
- The Additional Services shall be provided to substantially conform to the specification set out in the Statement of Works or otherwise agreed in writing. Where no specification is agreed MTG shall draft a specification that it considers appropriate and shall send it to the Customer for comments then make any revisions as it considers appropriate following receipt of any such comments.
- Where the Additional Services involve the production of any Developments then, once the Developments has been created, MTG shall make them available for the Customer to review and shall notify the Customer accordingly.
- On receipt of a notice from MTG in accordance with clause 5, the Customer shall promptly test the Developments in accordance with the procedure set out in the Statement of Works (or, if no testing procedure is set out, following a reasonable procedure) and shall within 14 days of such notice either confirm to MTG that the Developments are accepted or notify MTG of any deficiencies and request that they be remedied. If the Customer does not respond in accordance with this timescale it shall be deemed to accept the Developments.
- Where the Customer notifies any deficiencies in accordance with clause 6, MTG shall promptly remedy the deficiencies and make the revised Developments available for re-testing in accordance with clause 5.5.
- MTG shall be responsible for the provision of the consultants who provide the Additional Services. In the event that any individuals become unavailable due to (for example) accident, illness, termination of employment or redeployment, MTG shall use reasonable endeavours to provide a suitable replacement.

1. USERS

- A separate User account must be registered for every individual User.
- User accounts are strictly to be used by the User to whom they are originally allocated and must in no circumstances be shared between users, reallocated or transferred to another individual. It is the Customer's responsibility to ensure that User accounts are used only by

the User to whom they are originally allocated and the Customer shall be strictly liable for any failure to comply with this clause², whether or not the Customer's consented to or was aware of such misuse.

- Save as otherwise authorised in writing, User accounts may only be issued to employees, consultants and/or agents of the Customer.
- Without prejudice to its other rights or remedies, MTG may suspend any User account at any time where it reasonably believes that the acts or omissions of such User has caused or is likely to cause Customer to breach these terms, that the User account has been used by multiple people or reallocated contrary to clause 1 or that the User is not a person who is eligible to use the Platform as part of the Customer's Subscription.
- The Customer shall, and shall procure that each User shall, keep all access credentials for the Platform confidential and secure.
- In no circumstances shall the Customer permit any party other than a User to access the Platform using its Subscription. Users shall be permitted access only to the extent that they are using the Platform for the Customer's business purposes.

1. WARRANTIES

- MTG warrants that the functionality of the Platform will substantively conform to the Documentation. MTG will use reasonable endeavours to ensure that the Platform is available for the use of all Users during business hours.
- By the nature of the Platform, MTG cannot warrant that it will be entirely error free. In the event that the Customer does experience issues with the Platform it shall report the problem using the procedure set out in the Documentation. Where the Customer reports a material error MTG shall use its reasonable endeavours to respond by the end of the next business day and thereafter to remedy the error as soon as reasonably and commercially practicable. The Customer agrees that this clause² shall be its sole and exclusive remedy for any problems or deficiencies with the Platform.
- MTG gives no warranty as to the accessibility or functionality of the Platform when it is being accessed other than via a Compatible Browser or the App (and, in the case of the App, the warranty will only apply if it is installed on a Compatible Device).
- MTG shall use reasonable endeavours to ensure that any information made available to Users via the Platform is accurate and timely. However, the Customer acknowledges that no situation can be guaranteed to be entirely risk-free. Crime, natural disasters, terrorism and other adverse events can happen anywhere in the world, and it is not always possible to identify these risks in advance, despite reasonable efforts to do so. MTG cannot provide an absolute guarantee of safety, and advises that all Users should take reasonable care, taking any advice provided with MTG in the context of observed local conditions and following any advice, guidance or instructions given by local authorities.

- Access to the Platform requires internet connectivity, and the ability to establish a connection to the internet may be limited in certain areas due to the lack of availability of wi-fi, mobile data signal or other facilities for accessing the internet. Where this is likely to be an issue, the Customer is advised to take steps to mitigate the effect of such unavailability, including:
 - where possible providing the User with accommodation with a reliable internet connection and/or otherwise ensuring that the User has regular opportunity to visit locations where the User can access the internet;
 - reminding the User to access the Platform prior to entering an area with limited internet connectivity; and/or
 - ensuring that it has in place alternative communication arrangements to enable it to exchange relevant information with the User if the User is unable to access the Platform.
- MTG warrants that all Additional Services will be provided with reasonable skill and care.
- The Customer warrants that all information and documentation provided by it in relation to the Subscription or any Additional Services it orders is true, complete and accurate.
- If as part of the Additional Services (or otherwise) MTG's employees, consultants or agents are required to attend the Customer's premises (or any other premises the Customer may request that they attend), the Customer shall take responsibility for the health and safety of any such individual, including ensuring that they are made aware of any relevant policies and procedures and that they are not placed in danger in any manner.

1. INTELLECTUAL PROPERTY RIGHTS

- All rights, title and interest (including Intellectual Property Rights) in the Platform, the App and any Developments shall (as between MTG and the Customer) belong to the MTG, and nothing in these terms shall operate to transfer any such rights to the Customer.
- Subject to clause 3, the Customer acknowledges that to the extent it acquires any rights in the Platform, the App or any Developments it hereby assigns such rights absolutely (by way of present assignment of future rights) to MTG. Where applicable the Customer shall be entitled to use such parts of the Platform, the App or the Developments in accordance with its Subscription.
- The Customer shall retain all rights in the Customer Branding and Customer Content. The Customer grants MTG a non-exclusive royalty free licence to use such Customer Branding and Customer Content for the purposes of providing the Platform, the App and the Additional Services and, in the case of the Customer Branding, in publicity material.
- MTG warrants that use of the Platform, the App, the Documentation and/or any Developments in accordance with these terms and/or receipt

- of any Additional Services will not infringe any Intellectual Property Rights subsisting in the UK belonging to a third party.
- Without prejudice to clause 4, where MTG becomes aware of any claim or potential claim that the Platform, the App, the Documentation or any Developments and/or receipt of any Additional Services infringes any Intellectual Property Rights of any third party, MTG may at its option:
 - suspend access to the Platform (or the affected part), withdraw the App, the Documentation or the Developments (or the affected part) and/or suspend the Additional Services (or the affected parts);
 - modify the Platform, the App, the Documentation, the Developments and/or the Additional Services to remedy the infringement; and/or
 - terminate the Customer's Subscription.
 - Where access to the Platform, the App or any Developments, or the provision of the Additional Services, is suspended or terminated pursuant to clause 5, MTG shall make a pro rata refund to the Customer calculated by MTG (acting reasonably) based on the proportion of the Platform, the App, the Developments or the Additional Services (as applicable) not received and the period over which it was not received.

1. FEES

- The Subscription Fee shall be payable in accordance with the payment terms set out in the Statement of Works.
- Save where and to the extent that a Fee for Additional Services is agreed in advance, Additional Services shall be charged at MTG's day rates, as in effect from time to time. Details of these rates are available from MTG on request.
- Fees for Additional Services shall be invoiced in advance, save where charges are on a time worked basis, in which case they shall be invoiced by MTG in arrears on an interim basis and at the conclusion.
- Where and to the extent that services are provided from any location other than MTG's own premises, the Customer shall be responsible for all and any reasonable expenses incurred by MTG in providing the Additional Services.
- All invoices are payable within 30 days of the date of the invoice.
- All Fees are exclusive of VAT which is chargeable in addition at the prevailing rate. VAT shall also be payable on expenses where applicable.
- MTG shall be entitled to review the Subscription Fees from time to time. Should MTG make any changes to the Subscription Fees these shall take effect from the next payment date following the revised fees coming into effect, provided that MTG has notified the Customer of the change not less than 14 days prior to such date.
- MTG may suspend access to the Platform or the provision of any of the Additional Services without liability if any amount due to it from the Customer is not paid by the due date and may maintain such suspension until all outstanding sums due to MTG from the Customer have been

paid. This does not affect the liability of the Customer to pay for the Subscription and the Additional Services during any period of suspension.

- All amounts due to MTG shall be paid by the Customer to MTG in full without any set-off, counterclaim, deduction or withholding.

1. TERMINATION

- Either party may terminate the Subscription in accordance with the provisions set out in the Statement of Works.
- In addition, MTG may terminate the Subscription, or any agreement to provide Additional Services, immediately on written notice if the Customer:
 - commits an irremediable breach of any agreement between it and MTG, persistently commits remediable breaches or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;
 - fails to pay any amount due to MTG as it falls due (under any agreement); or
 - makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere.
- In the event of termination of an agreement for any reason:
 - except where expressly stated to the contrary in these terms, any Fees already paid shall be non-refundable;
 - any amounts invoiced under the terminated agreement as at the date of termination shall become immediately due and payable;
 - MTG may invoice for any Additional Services provided up until the date of termination and any expenses incurred in respect of Additional Services, and those invoices shall be immediately due and payable;
 - the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
 - where the agreement terminated is a Subscription agreement:
 - all Additional Services (and agreements for those Additional Services) shall also immediately terminate, unless otherwise agreed;
 - the Customer's (and all Users') access to the Platform shall be withdrawn by MTG and the Customer shall not (and shall ensure that the Users do not) make any further attempt to access the Platform;
 - the Customer shall procure that each of its Users shall delete the App from their devices; and

- MTG shall be entitled to delete any Customer Content from its servers.
- The termination of an agreement shall not affect the continuation of any terms which are expressly or implicitly intended to survive termination, including clauses 1, 8, 10, 11, 12, 13, 15 and 16, or the continuation of any other agreements (except where clauses 3.5(a) applies).

1. CONFIDENTIALITY

- Each party undertakes that it shall not at any time disclose to any third party any confidential information (being any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with an agreement), nor use such information for any purpose other than to exercise its rights and perform its obligations under an agreement, except as otherwise permitted by these terms or with the prior written consent of the other party.
- The provisions of this clause 11 shall not apply to any confidential information that the receiving party can demonstrate:
 - is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this agreement or any other obligations of confidentiality;
 - is or was lawfully received from a third party not under an obligation of confidentiality with respect to it;
 - is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or
 - was developed independently of and without reference to confidential information disclosed by the other party, provided always that, except where it is prohibited from doing so by law or court order, a party wishing to rely on an exception contained in this clause 11.2 shall provide the other with at least ten (10) days' written notice of its intention to do so, such notice specifying details of the exception to be relied upon and the information concerned.
- Each party shall be entitled to divulge the other party's confidential information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with an agreement, provided that the receiving party shall ensure that such persons are aware of, and shall procure that such persons comply with, these obligations as to confidentiality.

1. DATA PROTECTION

- Each party agrees that, in the performance of its respective obligations, it shall comply with the provisions of the General Data Protection Regulation (**GDPR**), together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time (together, **Data Protection Legislation**), in each case to the extent it applies to each of them. Where used in this clause 12, the expressions **data subject**, **personal data**, **personal data breach** and **process** bear their respective meanings given in Data Protection Legislation.
- MTG is expected to process personal data on the Customer's behalf for the purposes of providing the Platform, supplying the Additional Services and otherwise fulfilling its obligations under these terms. The types of personal data that MTG is expected to process on the Customer's behalf include (depending on the Platform(s) selected) name, phone number, email address, office location, service and usage history, user IDs and passwords, job title and employee travel plans and location and the personal data is likely to primarily relate to Users.
- Where MTG processes personal data on the Customer's behalf, it shall do so only in accordance with these terms and Customer's documented instructions (unless otherwise required by law or a regulatory body in which case MTG shall, where permitted, inform the Customer of that legal requirement before processing).
- The Customer warrants that:
 - it shall only provide (or procure the provision of) personal data to MTG where such personal data has been lawfully obtained and where the Customer is lawfully entitled to provide (or procure the provision of) that personal data to MTG for the intended purpose and means of processing; and
 - any instructions given to MTG in accordance with clause 3 shall be compliant with applicable Data Protection Legislation, be within the scope of MTG's obligations as set out in these terms and shall not (if properly performed) place either MTG or the Customer in breach of their respective obligations under Data Protection Legislation, and the Customer shall indemnify, keep indemnified and hold MTG harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against MTG arising from or in connection with any breach by the Customer of this clause.
- Where MTG processes any personal data on the Customer's behalf it shall:
 - other than as permitted by Chapter 5 of the GDPR, not transfer or allow the transfer of such personal data outside the United Kingdom or European Economic Area without the Customer's written consent;
 - ensure that any persons authorised to process the personal data are subject to a duty of confidence in respect of such processing;
 - implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with the obligations imposed on MTG by article 32 of the GDPR;

- notify the Customer without undue delay on becoming aware of a personal data breach and cooperate with the Customer to resolve such issue; and
 - at the Customer's expense, provide such assistance as the Customer may reasonably require to assist it to comply with its obligations to keep that personal data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the relevant processing activities and/or respond to requests made by data subjects pursuant to Data Protection Legislation
- The Customer authorises MTG to engage sub-processors from time to time provided that MTG shall notify the Customer of any intended changes concerning the addition or replacement of other sub-processors and shall impose upon any sub-processor (and procure any sub-processor's compliance with) the terms of this clause 12 as if the processing being carried out by the sub-processor was being carried out by MTG (and MTG shall be liable for the acts and omissions of such sub-processors as if they were MTG's own acts and omissions).
- From time to time during the term of the Subscription and/or provision of the relevant Additional Services MTG shall (upon written request from the Customer):
 - provide details in writing of its data processing activities carried out on the Customer's behalf; and
 - on reasonable notice allow the Customer (or its appointed auditor) to audit its compliance with these terms, subject to any reasonable requirements or restrictions that MTG may impose to safeguard the personal data it holds on behalf of other clients and/or avoid unreasonable disruption to MTG's business.
- MTG shall process personal data on the Customer's behalf only during the term of the Subscription (and following termination to the extent required to perform any post termination obligations). On the termination or expiry of the Subscription, MTG shall either delete or return all personal data processed on the Customer's behalf in connection with the Subscription, and delete any copies (except to the extent retention is required by law or for record-keeping purposes).
- MTG reserves the right to use Customer Content for the purposes of providing support and improving the product and customer experience. MTG may also use anonymised samples of data extracted from the Customer Content for the purposes of analysis and review and may use such samples itself or provide them to third parties on such terms as it sees fit.
- For the avoidance of doubt, nothing in this clause 12 or otherwise in an agreement relieves either party of its own direct responsibilities and liabilities under Data Protection Legislation.
- MTG may use email addresses to notify users and provide general app updates and changes.

1. LIABILITY

- The Customer shall indemnify and hold MTG harmless from and against all costs, claims, damages, liabilities, loss and demands relating to or arising from or in connection with:
 - any breach by a User of the User Policies; and/or
 - any criminal or civil legal action brought against MTG as a result of storage or transmission of information or material using the Platform or otherwise as a result of the use of the Platform, the Developments, the Documentation and/or the Additional Services by the Customer or any User other than in accordance with the Documentation and as permitted by these terms.
- The express terms set out in this document are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- Save as provided by clause 4 below:
 - MTG's total aggregate liability in respect of all causes of action arising out of or in connection with a Subscription or contract for Additional Services (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed £50,000;
 - MTG shall not be liable for any claim arising out of or in connection with a Subscription or agreement to provide Additional Services to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, loss of data, injury to reputation, wasted management time or indirect, consequential or special loss or damage regardless of the form of action (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) and regardless of whether MTG knew or had reason to know of the possibility of the loss or damage in question; and
 - MTG shall not be liable for any delay in or failure to comply with its obligations to the extent that it results from the actions or omissions of the Customer.
- Nothing in these terms shall limit or exclude MTG' liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

1. FORCE MAJEURE

- MTG shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control (a **Force Majeure Event**).
- A Force Majeure Event includes any act, event, non-happening, omission or accident beyond MTG's reasonable control and includes in particular (without limitation), terrorist attack or threat of terrorist attack, war, threat or preparation for war, fire, malicious damage, epidemic or pandemic, storm (including lightning strike), flood, or other natural

disaster or adverse weather, industrial action or other shortage of available staff, failure of telecommunications networks, interruption or failure of utility service, malicious activity against MTG' computer systems such as computer virus or denial of service attack, other illegal or unlawful actions of third parties, acts or omissions of other customers and/or their users or non-performance by suppliers, subcontractors or agents and the acts, decrees, legislation, regulations, policy or restrictions of any government or public authority.

- Where the Force Majeure Event affects the Platform or the Developments the Customer accepts that access to the Platform or the Developments (as applicable) may be unavailable or restricted during the continuance of the Force Majeure Event. Where the Force Majeure Event affects Additional Services, the Customer's right to receive such Additional Services is deemed to be suspended for the period that the Force Majeure Event continues, and MTG shall have an extension of time for performance for the duration of that period. MTG shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations may be performed despite the Force Majeure Event.

1. NOTICES

- Each notice given under or in relation to an agreement governed by these terms must be in writing, must clearly state the full corporate name of the Customer and must be either delivered by hand or sent by pre-paid first class post to the recipient's nominated address, or sent by email to the recipient's nominated email address.
- MTG' nominated address for notices is Mentor Group Limited, Abbey Place, 24-26 Easton Street, High Wycombe, Buckinghamshire, HP11 1NT, and its nominated email address is info@mentorgroup.co.uk. The communication must be marked for the attention of the CEO.
- The Customer's nominated postal address and email address for notices shall be as set out in the relevant Statement of Works.
- Each party may update its nominated contact details by notice to the other from time to time.
- A notice shall be deemed to have been received (a) in the case of a delivery made in person, when delivered, (b) in the case of first class post, two business days after posting, or (c) in the case of email, at the time of sending if between 9am and 4:30pm on a business day, at 9am on that day if sent before 9am on a business day or otherwise at 9am on the next business day (provided in each case that no email delivery failure notification is received).
- This clause 15 does not apply to the service of legal proceedings or other documents in any legal action.

1. GENERAL

- These terms document the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, written or oral, relating to its subject matter. Each party acknowledges and accepts that, in entering into an agreement subject to these terms it has not relied upon any representation, undertaking or promise except as set out in these terms.
- Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
- The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to an agreement does not constitute and shall not be construed as a waiver of such term or right, remedy, power or privilege and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to an agreement shall not in any way affect the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- The Customer may not assign, transfer, sub-contract or otherwise part with its Subscription or an agreement for Additional Services or any right or obligation under it without MTG's prior written consent.
- MTG may amend these terms from time to time by notice to the Customer. The revised terms shall take effect on such date as MTG may nominate, provided that such date must not be less than 30 days from the date of the notice save where the change is required by law to take place earlier.
- Nothing in these terms shall confer any rights upon any person who is not a party to the agreement, whether under the Contracts (Rights of Third Parties) Act 1999.
- Any agreement entered into pursuant to these terms (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with such an agreement.