

THE CPD CERTIFICATION SERVICE LIMITED – GENERAL MEMBERSHIP SERVICE TERMS AND CONDITIONS FOR CPD CERTIFICATION SERVICES.

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This document (together with any documents referred to in it) sets out the terms and conditions (**Conditions**) for the provision of the CPD certification services (**Service(s)**) operated by The CPD Certification Service Limited (**Company, we, us, our**), where we impartially review materials submitted by Members for CPD certification. Upon approval by us, the submitted CPD materials then become **Certified Materials**. By applying to become a Member, you agree to receive the Services on the terms set out in these Conditions which you accept in full and agree to abide by and you accept that CPD certification covers your CPD Materials only and not your business, organisation or personnel.

1. APPLICATION

1.1 If you would like your organisation to receive the Services (**a Member, you, your**), you must complete our membership application form, which is your offer to us. If your application is accepted by us (at our sole discretion), you will receive confirmation from us, and a contractual agreement will be formed between both parties which incorporates these Conditions.

1.2 You acknowledge that, on applying to be a Member, you have not relied on and shall have no right or remedy for any statement, representation or warranty other than as expressly set out in these Conditions. Nothing in this clause shall limit or exclude any liability for fraud.

1.3 Please note that membership is available to businesses and organisations only. We do not deal with consumers, so there is no cooling off period in which you can cancel your membership application.

1.4 As all Services are particular to you as a Member business or organisation, you are not allowed to transfer, assign or otherwise deal with any or all of your rights and obligations under these Conditions without our prior written consent. We may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights under the agreement (if, for example, we sell our business) without your prior written consent. If this occurs, we will inform you in writing.

1.5 No person other than we, the Company, or you, the Member, shall have the right to enforce these Conditions.

1.6 Members acknowledge and agree that the Services may only be used by businesses, organisations and their Authorised Users (as defined in clause 6 below) for business and organisational use. Members are required to ensure their business and organisational details are kept up to date and any changes promptly notified to us in writing or by using the Members Portal (see clause 6 for further details).

1.7 Nothing in these Conditions establishes any partnership or joint venture between the parties, constitutes either party the agent of another party, nor authorises either party to make or enter into any commitments on behalf of the other.

1.8 By applying to become a Member and submitting a membership application form, you recognise and understand this is not confirmation that any materials you submit for certification (**CPD Materials**) will become CPD Certified. You acknowledge that all CPD Materials are subject to a rigorous assessment process by us prior to any certification to ensure their suitability for further learning purposes in the specific sector at which they are aimed including compliance with our general guidelines on the use of CPD Materials for further learning purposes.

1.9 Information we hold about you as a Member, including any of your employee or sub-contractor information, is processed in accordance with our Privacy and Cookies Policy which can be found at <http://www.cpduk.co.uk/index.php/privacy-policy>.

1.10 We may vary these Conditions at any time including without limitation to reflect changes in market conditions, changes in technology and changes in relevant laws and regulatory requirements. If we make material changes, and where we think appropriate, we will take steps to inform you via appropriate means. The publication date of this version is specified in the heading. Variations take effect on the publication date. No variation of these Conditions by you, the Member, shall be effective unless it is agreed in writing and signed by both us and you.

2. DURATION OF SERVICES AND CERTIFICATION

2.1 Payment for Services is subject to payment of a fee (**Membership Fee**). Payment may also be made for such one-off Service(s) as we shall agree in writing.

2.2 The Services are for an agreed initial period as specified on the Membership Fee invoice (or such other time period as otherwise agreed in writing between us) and the Services shall automatically renew for

successive renewal periods of the same duration as the initial period unless and until either party gives written notice to the other not later than two (2) months before the end of the agreed initial period specified on the Membership Fee invoice (or as otherwise agreed in writing between us) or any anniversary thereof to terminate our agreement at the next applicable renewal date. If you do not give us at least two (2) months' written notice of your wish to terminate at the next applicable renewal date, you will be liable to pay us the Membership Fee for the automatically renewed applicable period. You and we may also terminate the Services earlier, in accordance with the provisions of clause 7 or as otherwise expressly set out in this agreement.

2.3 Any one-off certification Service purchased on payment of a specific fee will allow you to use the 'CPD Certified' Company Trade Mark for a period of 12 months (or such other period as we may determine in our sole and absolute discretion) on the CPD Materials submitted for certification only after such materials are approved by us. It does not confer any other rights. Upon the expiry of that 12-month period (or any such other period as determined by us) you shall no longer be entitled to claim or use any certification in relation to any Certified Materials or use the 'CPD Certified' Company Trade Mark unless you opt to renew your contract for such one-off Services.

2.4 You understand that all payments are non-refundable and non-transferable including without limitation your Membership Fee (including all membership renewal fees) and/or all certification fees payable for any one-off certification Services.

2.5 Any other rights regarding cancellation of the Services and membership will be at our sole discretion.

2.6 Any suspension of the Services pursuant to these Conditions shall not affect the term of any membership which shall remain unchanged and shall not be extended as a result of the suspension.

3. MEMBERSHIP FEES

3.1 The Membership Fee (including all membership renewal fees) shall be payable in advance (together with any applicable VAT or similar tax). The initial Membership Fee will be invoiced upon acceptance of your membership application, with full settlement due within 30 days of the date of invoice. We reserve the right not to assess any CPD Material you may submit for certification or provide access to any of our systems or Services until you have paid the relevant initial Membership Fee in full. For the avoidance of doubt, Membership Fees for Members based outside of the United Kingdom must be paid in full, in advance and in cleared funds, before any Services can commence.

3.2 We will send you an invoice for the Membership Fee for subsequent renewal periods in advance of your next applicable renewal date. Notwithstanding clause 1.10, if we propose to change the Membership Fee and/or make significant changes to the Services, we shall notify you in writing not less than two (2) months prior to your next applicable renewal date.

3.3 If you fail to pay any Membership Fee including any membership renewal fee on the due date (which is within 30 days of the invoice date), we may, without prejudice to any other remedies:

(a) suspend the provision of our Services until payment has been made in full (during which time you must not use any of our Company Trade Marks, promote any previously Certified Materials as being CPD Certified or access or use the Members Portal); and/or

(b) charge you interest on outstanding sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If that Act does not apply for any reason, we shall charge you interest at the rate of 5% above the base lending rate of the Bank of England, accruing on a daily basis until the actual date of payment, whether before or after any judgment.

3.4 We offer Services in various membership categories, which may change from time to time. This allows a maximum number of CPD Material submissions by Members for certification during a membership period within each membership category, subject always to clause 1.8. For the avoidance of doubt, CPD Materials submitted and assessed by us, but not certified, count as submissions for the relevant membership category. Membership Fees differ for each category of membership. If you wish to upgrade the Services part-way through a membership period, you must pay an additional Membership Fee applicable to the enhanced Services.

3.5 If you change your membership category on renewal, the number of certifications carried forward for the applicable renewal period will be in accordance with the new membership category you have chosen.

If, on renewal, the number of certifications in your new membership category is lower than the previous renewal period, you may, at our discretion, be asked to select which of the CPD Materials certified in the previous renewal periods to decertify.

3.6 All amounts due under this agreement from you shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by English law). We

may at any time, without limiting any of our other rights or remedies, set off any amount owing to us against any amount payable by us to you.

4. TRADE MARKS

4.1 You acknowledge that all intellectual property rights in all trade marks, materials and other intellectual property which we may make available or use in the Services are owned by the Company, including but not limited to the following trade marks: 'The CPD Certification Service'; 'CPD Certified'; and 'CPD Member' (**Company Trade Marks**). Except as expressly set out in these Conditions, you acknowledge that such intellectual property rights are not transferred or licensed as a result of this agreement and nothing in this agreement will affect the ownership of such intellectual property rights that are owned by us.

4.2 Subject to clauses 4.3 and 4.4, we grant you as a Member a non-exclusive, limited, revocable and non-transferrable licence to use such Company Trade Marks solely during the term of this agreement in accordance with these Conditions and in this regard, we draw your attention in particular to clause 4.5 and clause 5.5. You shall have no rights in or to the Company Trade Marks, or to any other intellectual property or common law rights, other than the right to use them in accordance with this clause 4.2 and these Conditions.

4.3 You may only use our Company Trade Marks on one website which is owned or controlled by you. If you wish to use the Company Trade Marks on other websites, you must seek our prior written approval in relation to such websites, which may be given at our sole discretion.

4.4 Subject to clause 5.5, you may use the Company Trade Marks (including the 'CPD Certified' Company Trade Mark) on social media platforms, such as LinkedIn and Facebook, in accordance with these Conditions. If you chose to do so, we reserve the right, at our sole discretion, to require you at any time to cease using such trade marks on any or all of these platforms (for any reason whatsoever) and to withdraw the relevant post(s) containing our Company Trade Marks.

4.5 The licence in clause 4.2 ends when this agreement either terminates or expires and it is automatically suspended when this agreement is suspended in accordance with these Conditions. On termination or expiry, you must immediately destroy any printed or other material which features the Company Trade Mark(s) and remove all Company Trade Marks from any website and/or social media platforms where they appear.

4.6 You undertake to follow all our instructions given from time to time in respect of the permitted use of the Company Trade Marks and any of our other intellectual property rights. You will be provided with a copy of our current mandatory guidelines for use of the Company Trade Marks after we have accepted your membership application. We reserve the right to update our mandatory guidelines at any time at our sole discretion.

4.7 We reserve the right to:

(a) immediately revoke and terminate the licence granted in clause 4.2 by giving you written notice if, in our reasonable opinion, your continued use of the Company Trade Marks could be prejudicial to our reputation or interests and/or those of other Members and/or if you fail to comply with our guidelines on use of the Company Trade Marks and/or otherwise breach any of the clauses in these Conditions relating to the Company Trade Marks; and

(b) take such actions to restrain or prevent infringement of our intellectual property rights including but not limited to bringing proceedings to protect our intellectual property rights before any competent court.

5. CERTIFICATION SERVICES

5.1 When we review any CPD Materials submitted, and as part of the Services as being suitable to carry our 'CPD Certified' Company Trade Mark, you acknowledge that we are not reviewing the technical content, accuracy or completeness of such CPD Materials themselves and that you are fully and solely responsible for this. Our review is limited to assessing whether, in our opinion, such CPD Materials are suitable for further learning purposes for the specific sector at which they are aimed and comply with our general guidelines on the use of CPD Materials for further learning purposes. As such, we disclaim all liability for the content and use of any CPD Materials by you or by any third party, whether or not the CPD Materials bear any Company Trade Marks.

5.2 We only review CPD Materials submitted using the English language.

5.3 We may, at our discretion, refuse certification of CPD Materials including without limitation where, in our opinion, the CPD Materials are not suitable, do not meet our standards or guidelines (as determined by us at our sole discretion), have been previously approved or certified by a governmental or other primary

qualification awarding body or if you are unable or unwilling or decide not to (for whatever reason) provide assistance, evidence or further information to us in support of the CPD Materials submitted for certification.

5.4 You will not, in the case of all CPD Materials or Certified Materials, promote them in a manner that may confuse learners into considering them to be a regulated qualification as defined by United Kingdom devolved administrations.

5.5 You are not permitted to use the 'CPD Certified' Company Trade Mark in relation to any CPD Materials without our prior written agreement (including without limit on any websites or social media platforms) and such acceptance shall be in our sole discretion and subject to review by us at any time. Please note that you are only permitted to use the 'CPD Certified' Company Trade Mark in relation to the particular CPD Materials we have assessed and certified and not in relation to any other documents or materials or for any other purpose.

5.6 By providing CPD Materials to us, you warrant that:

- (a) the CPD Materials submitted are owned or licensed by you, are original and do not infringe, and will not cause us to infringe, the intellectual property rights or other rights of third parties;
- (b) if the CPD Materials are licensed, you warrant that you have the owner's permission to use the CPD Materials and will supply proof of the same if required by us without delay;
- (c) where training is to take place using the CPD Materials, you are competent and qualified to train in the topic; and
- (d) you will not promote any submitted material as being CPD Certified until you have received written confirmation of the final certification from us.

5.7 On submission of the CPD Materials to us, you agree to disclose in writing if any such materials contain any artificial intelligence (AI) content, whether this be AI-generated content (regardless of its form) AI-assisted content or both. For the purposes of this clause 5.7, **AI-generated content** refers to content that is created entirely by AI technology without direct human input, including but not limited to text (such as text produced by an AI language model), images, audio and video and **AI-assisted content** refers to content that is created with the substantial assistance of AI technology, where AI plays a significant role in the creation process but human input is also involved. The disclosure required under this clause 5.7 must contain a detailed description of the nature and extent of the AI involvement, specifying whether the content of the submitted CPD Materials were fully or partially generated by AI technologies or tools, the extent and nature of the Members involvement in the creation of the submitted CPD Materials and if AI tools were used to assist in the creation of the submitted CPD Materials including information on the specific AI technologies or tools used, the scope of their use and any potential implications for the quality, originality and ownership of the content of such materials. You further agree to promptly notify us in writing of any claims or demands made by third parties alleging the infringement of their intellectual property rights related to your use of AI-generated content and/or AI-assisted content in the submitted CPD Materials. You acknowledge that the disclosure and notification obligations set out in this clause are essential for us to assess potential intellectual property right implications and ensure transparency concerning the use of AI technologies in the submitted CPD Materials

5.8 You (or the relevant third-party owner, if applicable) retain all intellectual property rights in your CPD Materials. We accept no responsibility and assume no liability for any use by you of any intellectual property rights that belong to third parties (including any use that is not properly licensed).

5.9 Members are required to ensure their Certified Materials are kept up to date. Where, in our reasonable opinion, they are not kept up to date, we reserve the right to withdraw certification on a case-by-case basis and/or require they be resubmitted for assessment and recertification.

5.10 You grant us a royalty-free and non-exclusive licence during the term of the agreement to:

- (a) use the submitted CPD Materials to the extent required to allow us to perform the Services and to meet our obligations under these Conditions; and
- (b) unless and only to the extent otherwise notified to us in writing, use the name of your business or organisation as being a Member on our website at www.cpduk.co.uk, use the logo of your business or organisation and publicise the fact that you are a Member including publishing the details of your business or organisation's certified activities on our website at www.cpduk.co.uk

5.11 We do not guarantee our website at www.cpduk.co.uk will be continuously available and we make and give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, and performance of any details or content posted and/or published by us pursuant to this agreement or that your specific requirements will be met. We accept no responsibility for any liability, loss or damage that may arise as a result of, or in connection with, any such postings and/or publications.

6. MEMBERS PORTAL

6.1 At any time during the term of the agreement, Members may be requested to share, submit, upload or otherwise provide CPD Materials (and such other information and material as may be requested by us) to a dedicated Company CPD certification portal for Members (**Members Portal**). Each Member shall be fully responsible for ensuring that any and all such information and material is true, complete and kept up-to-date during the term of this agreement including (but not limited to) the Member's CPD Materials and any information about the Member's organisation or business.

6.2 If clause 6.1 applies, Members will be provided with a log-on ID, account details and a password which shall allow it to access the Members Portal and the Services. The Member shall safeguard and keep its log-on ID, account details and password confidential, secure and safely stored and shall not disclose them to any person other than to persons within its organisation (and never to external third parties) who are expressly authorised by the Member to access and use the Members Portal and the Services and who are aware of the obligations to keep those details secure (**Authorised Users**). In this regard, you authorise us to assume that any of your personnel and other individual users (whether Authorised Users or otherwise) accessing the Members Portal and using the Service with your log-on ID, is either you or is authorised to act for you.

6.3 Members shall be responsible for all use and activities that occur under their account on the Members Portal (including without limitation by any Authorised User and whether such use or activities are authorised or not) and agrees to immediately notify us of any actual or suspected security breach or improper or unauthorised use of its log-on ID, account details and password. We shall not be liable for any losses or damages arising as a result of any of the foregoing and we hereby exclude any such liability, whether in contract, tort (including for negligence) or otherwise.

6.4 We reserve the right to suspend or terminate your account and access to the Members Portal (as applicable) and the Services, at any time if, in our reasonable opinion, you or any of your Authorised Users fail to comply with any of the provisions of clause 6.

6.5 You will not use (and you shall procure that your Authorised Users will not use) the Services or the Members Portal:

(a) in a way that could damage, disable, overburden, impair or compromise our systems, platform or security or interfere with other Members use;

(b) in any unlawful manner, for any unlawful purpose or in breach of any applicable laws, or in any manner inconsistent with the terms of these Conditions; or

(c) fraudulently or maliciously, for example, by hacking into or inserting or distributing malicious code (or attempting to do so), such as viruses, or harmful data or any other technologies into the Services, the Members Portal or any operating system.

6.6 We may introduce other Company portals for Members and/or their delegates from time to time and separate terms and conditions shall apply regarding their access and use (as applicable). These Conditions shall be varied by us if necessary and to the extent we determine (at our sole discretion), they may be impacted by the introduction of any such portals.

7. TERMINATION

7.1 We may terminate this agreement immediately by giving you written notice (which may be by email) if:

(a) you are in breach of these Conditions and (if such breach is remediable) you fail to remedy the breach within 14 days of us requesting such remedy in writing. This includes (without limitation) if you fail to pay any Membership Fee(s) by the due date including all membership renewal fees and/or if you fail to ensure your Certified Materials are kept up to date; or

(b) you are unable to pay your debts as they fall due, you propose (or enter into) any compromise with your creditors, any steps are taken for your winding up, on the appointment of an administrator, administrative receiver or receiver, or a creditor enforces any process against all or any part of your assets (or similar or equivalent circumstances arise in any other jurisdiction).

7.2 If you do not wish your Membership to automatically renew at the end of the then current period, you must give us at least two (2) month's written notice of your wish to terminate to ensure you do not incur the Membership Fee for the following applicable renewal period.

7.3 Subject to clause 7.2, you may terminate this agreement at any time by giving written notice, but the Membership Fee shall remain payable for the remainder of the then current term and you shall not be entitled to any refund of any Membership Fee already paid.

7.4 Notwithstanding clause 7.1, we may immediately suspend or terminate our Services at any time if we have good reason. For example, where you and we no longer have trust and confidence in each other, where

in our opinion, continuance of the membership and Services to you could have a detrimental impact on our business, its activities, reputation or goodwill or you breach any of the clauses in these Conditions relating to the Company Trade Marks. We may also immediately suspend our Services at any time in the event you are in breach of (or if we have reasonable grounds to believe that you are in breach of) these Conditions. If we suspend the Services pursuant to this clause, you acknowledge that you are automatically no longer entitled to use any of our Company Trade Marks, promote any previously Certified Materials as being CPD Certified or access or use the Members Portal until such time as the period of suspension ends (as solely determined by us).

7.5 Upon termination or expiry of this agreement, all rights and licences granted to you under these Conditions automatically cease (including without limitation the right to access and use the Members Portal and promote previously Certified Materials as being CPD Certified) and you are immediately required to cease all use of the Company Trade Marks and other intellectual property rights owned or licensed by us and cease use of all other references to certification on the submitted CPD Materials. For the avoidance of doubt, you shall not be entitled to use any of the Company Trade Marks, including "CPD Certified", on any website, social media platforms, documents or other materials or information following termination or expiry of this agreement and you must remove any and all such references and must procure that any third parties who are marketing or otherwise acting on your behalf also comply with this clause 7.5. Without prejudice to any other right or remedy we may have, any Membership Fees already paid to us shall also be retained on termination of the agreement and not refunded.

7.6 The clauses entitled "Trade Marks", "Our Liability", "Indemnity", "Confidentiality", "Data Protection" and "General" shall survive termination or expiration of this agreement and any other provisions which, by their nature or context, are intended to survive any such termination or expiry including (but not limited to) clauses 4.5, 4.7, 5.6, 5.7, 5.8, 7.5 and 12.2.

7.7 The termination or expiry of this agreement shall not prejudice or affect any right of action, remedies, obligations or liabilities of the parties which shall have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry.

8. OUR LIABILITY

8.1 In no event shall we, our directors, employees, consultants, agents, any third parties connected to us or anyone otherwise acting on our behalf under this agreement be liable for: (i) any loss of profit or revenues (whether direct or indirect), loss of business, loss of business opportunity, loss of contracts, loss of data, loss of goodwill or reputation or other similar losses; or (ii) any indirect, special, incidental or consequential losses or damages, in each case howsoever caused, even if such losses were reasonably foreseeable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising out of, or in any way connected with, this agreement and these Conditions. We are not liable under this agreement and these Conditions for matters outside our reasonable control.

8.2 To the fullest extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law, equity or otherwise.

8.3 Where you or others contribute to your loss, then we will be liable only for a fair proportion of your loss (subject always to the maximum specified in clause 8.4), taking into account your own actions and those taken by others.

8.4 Subject to clauses 8.1, 8.2, 8.3 and 8.5, the total aggregate liability of us, our directors, employees, consultant, agents, any third parties connected to us or anyone otherwise acting on our behalf under this agreement, to you as a Member or otherwise, arising out of or in connection with this agreement and these Conditions or any collateral contract, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise, howsoever arising, shall be strictly limited to direct losses and damages that were reasonably foreseeable arising from your exercise of any rights granted to you under these Conditions and shall in no circumstances exceed 200% of the Membership Fee that applies (on a pro-rated basis) for the remainder of the membership period following the event giving rise to the liability. For example, if the membership term is 12 months and the event giving rise to the liability occurs in the sixth month, then the Company's total aggregate liability under this clause 8.4 would be 200% of the value of the remaining 6 months' membership fee.

8.5 Nothing in these Conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or for any other matter for which it would be unlawful to exclude or restrict liability.

9. INDEMNITY

9.1 You as a Member, shall indemnify and hold harmless the Company, its officers, directors, employees and agents, on demand and in full, from and against any and all claims, proceedings, actions, causes of action, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal and other reasonable professional costs and expenses) suffered, incurred by or awarded against us, arising out of or in connection with:

(a) any breach of these Conditions or applicable law by you or any of your Authorised Users including (but not limited to) any breach of clauses 5.6, 5.7 and 6.5 and any breach of the clauses relating to the Company Trade Marks or other intellectual property rights of the Company; and

(b) our use, review and certification of any CPD Materials or other information supplied by you for the purposes of this agreement including (but not limited to) any third party claims arising out of or related to the use or provision of any AI-generated content or AI-assisted content in any of the CPD Materials or any other claims that the CPD Materials infringe the intellectual property rights of any third party.

10. CONFIDENTIALITY

10.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 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 ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information will comply with this clause; and

(b) as may be required by law, court order or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Conditions.

11. DATA PROTECTION

11.1 In this clause 11, **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (S/2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to a party, in each case as updated, amended or replaced from time to time.

11.2. Both parties will each comply with its respective obligations under, and all applicable requirements of, the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.3. The parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to any course delegate Personal Data that may be processed by the Company in connection with the delegate certificate service it offers, this will be subject to a separate data processing agreement which the parties undertake to enter into so as to ensure that the processing of the delegate Personal Data complies with all applicable requirements of the Data Protection Legislation.

12. GENERAL

12.1 These Conditions and the documents referred to in them constitute the whole agreement between the Company and the Member and supersede all previous agreements between us and you relating to their subject matter.

12.2 Each party agrees that it will not (and shall procure that its employees, consultants, agents, contractors, affiliates or anyone acting on its behalf will not) do any act or make any omission that will or may have the effect of damaging, harming or adversely affecting the other party's reputation, trade marks (including but not limited to our Company Trade Marks), business names or goodwill associated therewith and will comply with all reasonable requests the other party shall make in relation thereto. This clause survives termination or expiration of this agreement.

12.3 The Company shall not be in breach of these Conditions nor otherwise liable for any failure to perform or for being prevented, hindered or delayed in performing, any of its obligations under these Conditions if such delay or failure results from an event, circumstance or cause beyond its reasonable control including but not limited to acts of God, flood, fire, drought, earthquake or other natural disaster, epidemic or pandemic, riots, war, acts of terrorism, strikes or other industrial disputes or lockouts, interruption or failure of utility services, computer attacks or malicious acts and non-performance by suppliers or subcontractors (**Force Majeure Event**). In such circumstances, the time for performance of such obligations shall be extended accordingly by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. For the avoidance of doubt, inability to pay is not a Force Majeure Event.

12.4 No failure or delay by us in exercising (or partial exercise of) any right or remedy available to us under these Conditions or at law shall constitute a waiver of that right or remedy or restrict its further exercise.

12.5 If any court or competent authority finds any provision of Conditions to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the remaining provisions of these Conditions shall not be affected. If any relevant provision would become valid, enforceable or legal if part of it were deleted, it shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6 These Conditions, and any related disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties hereby irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

End