

These adGuru terms and conditions (“Terms”) form a binding legal agreement between you and Publicis Media (“we”, “our”, “us”) and govern your use of adGuru including any orders for advertising campaigns that you place via adGuru. By creating an account, you accept and agree to be bound by these Terms. Any other terms or conditions sought to be imposed by you (including, without limitation, terms in any email or communication with us) are expressly excluded and shall not be binding on us. Any individual registering and/or using adGuru does so on behalf of a legal entity and warrants and represents that they have authority to bind such entity. References to “you”, “your” in these Terms are to the legal entity in whose name the adGuru account is registered.

We may update these Terms from time to time and any changes will be posted on adGuru and will take effect from the date that they are posted. Your continued use of adGuru after the updated Terms have been posted will constitute your acceptance of such updated Terms.

## 1. Definitions and Interpretation

### 1.1 The following terms have the following meanings:

Ad	means the Advertiser’s ad to be displayed in the format as selected in the Order and as uploaded by you to adGuru (whether directly or via script);
Ad Specification	means the current technical, creative and copy specifications for advertising as set out in the Content Rules and as may be amended by us from time to time;
adGuru	means the adGuru self-serve advertising platform owned and controlled by us;
Advertiser	means a direct advertiser who registers to adGuru to advertise on its own account and not for a third party;
Advertising Laws	means all laws, legislation, regulations and codes of practice which are applicable to the purchase of ad inventory and the placement of advertising including all laws, legislation, regulations and codes of practice in the territory where you and the Advertiser operate and the Territory (including in respect of the UK, the UK Code of Non-broadcast Advertising, Sales Promotions and Direct Marketing (CAP Code) and all other codes under the general supervision of the Advertising Standards Authority, Trading

	Standards and/or the Competition and Markets Authority);
Advertiser Materials	means the Advertiser's copy, logos, artwork, designs, brand and product information, creative materials, digital materials and any other information or materials uploaded by you to adGuru in connection with a Campaign which may or may not be contained within an Ad;
Advertising Services	means the services provided by us via adGuru which enable you to purchase ad inventory from a Publisher for the display of ads on Publisher Properties;
Applicable Laws	means all laws, legislation, regulations and codes of practice applicable to the Campaign and an Ad and the territory where you (and the Advertiser operates) and the Territory, including the Advertising Laws;
Budget	means the budget for a Campaign as set out in the relevant Order;
Campaign	means your overall advertising campaign as described in the Order;
Campaign Period	means the total campaign period set out in the Order;
Cancellation Period	means any period specified in adGuru in relation to a particular Campaign in which cancellation of the Campaign is permitted without charge;
Confidential Information	means all information of a confidential nature (in any form) which is imparted or disclosed to, or otherwise obtained by a party (whether directly or indirectly) including the other party's know-how, trade secrets, financial, commercial, technical, tactical, strategic, marketing or customer information, employee information, any information agreed to be or marked as confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such

	information related to or concerning a party's business;
Content Rules	means the content rules set out in the AdGuru Content Rules as may be updated from time to time;
Data Protection Laws	means any laws relating to privacy or to the processing, privacy and/or use of personal data, in each case as applicable to the Advertising Services, a Campaign or an Ad;
Intellectual Property Rights	means copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, goodwill, the right to sue for passing off or unfair competition, utility models, domain names and all similar rights and, in each case: <ul style="list-style-type: none"><li>(a) whether registered or not;</li><li>(b) including any applications to protect or register such rights;</li><li>(c) including all renewals and extensions of such rights or applications;</li><li>(d) whether vested, contingent or future; and</li><li>(e) wherever existing;</li></ul>
Landing Page	any website, application or other property that an Ad links or redirects to along with related URLs and including all content on such page;
Order	means an order for a Campaign placed by you within adGuru;
Publisher	means a publisher who makes ad inventory available to purchase via Ad Guru;
Publisher Properties	means Publisher properties on which an Ad is displayed;

**Territory** means the geographic location selected in an Order which you wish to target in a Campaign;

**Virus** means any thing or device (including software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunication service, equipment or network or any other device or any programme or data or otherwise adversely affect the user experience, including any worms, trojan horses, viruses, adware, malware, bit torrents and other similar things.

## 1.2 In these Terms:

1.2.1 any words that follow '*include*', '*includes*', '*including*', '*in particular*' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and

1.2.2 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

## 2. Account Registration

2.1 When registering with adGuru you must provide accurate and complete information. You are solely responsible for keeping your account details safe and secure, including any password.

2.2 You are responsible for all Orders placed and for all activities and actions carried out via your account and you must not transfer your account to any third party or otherwise allow a third party to use your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

2.3 The features of adGuru that you are permitted to use shall be dependent upon your account type as selected on registration.

## 3. Use of adGuru

3.1 Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferrable, revocable licence to use adGuru.

- 3.2 Except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms, you will not:
- 3.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any of adGuru in any form or media by any means;
  - 3.2.2 attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of adGuru;
  - 3.2.3 access all or any part of adGuru in order to build a product or service which competes with adGuru;
  - 3.2.4 license, sell, rent, lease, transfer, assign, distribute or commercially exploit adGuru or the Advertising Services;
  - 3.2.5 use adGuru to provide services to any third party;
  - 3.2.6 use adGuru for any unlawful activity including to gain unauthorised access to computers, data, systems and networks;
  - 3.2.7 introduce, or permit the introduction of, any Virus or vulnerability into adGuru or our network and systems including within any Advertiser Materials or Ad, and you will take steps in accordance with good industry practice to prevent this including the use of appropriate virus detection software.

## 4. Our Obligations

- 4.1 Subject to your compliance with these Terms, we shall:
- 4.1.1 provide the Advertising Services and perform our obligations under these Terms using all due skill, care and diligence; and
  - 4.1.2 use reasonable endeavours to buy ad inventory for your Ads during the Campaign Period in accordance with the targeting option that you have selected in the Order, subject to our approval of the Ad(s).

## 5. Your Obligations

- 5.1 Any Order that you place for a Campaign shall be subject to these Terms and any additional terms stipulated by a Publisher as set out within adGuru at the time of creation

of a Campaign. Such additional terms shall be deemed incorporated into and form part of these Terms governing the Order.

## 5.2 You shall:

- 5.2.1 supply the Advertiser Materials or Ad required for the Campaign in accordance with the Ad Specifications prior to the start date of the Campaign;
- 5.2.2 cooperate with us in all matters relating to the Campaign and respond promptly to any request by us for information reasonably required in connection with the approval or running of the Campaign;
- 5.2.3 ensure that the Advertiser Materials and Ad are accurate and complete in all material respects;
- 5.2.4 ensure that any and all advertising and marketing claims made in any Ad in relation to its products and services comply with all Applicable Laws and that you have obtained all relevant clearances for Intellectual Property Rights in the Advertiser Materials;
- 5.2.5 be solely responsible for procuring, maintaining and securing your network connections and telecommunications links and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or otherwise caused by the internet.

## 5.3 You are solely responsible for a Campaign and for all Advertiser Materials provided, and Ads published and we shall not provide any refund or compensation to you in the event that:

- 5.3.1 the wrong Advertiser Materials or Ad are uploaded to adGuru and subsequently published on the Publisher Properties; and/or
- 5.3.2 the Advertiser Materials or Ad are not provided within the required timescale.

## 6. Content Rules

- 6.1 All Campaigns and Ads are subject to an approval process carried out by us before they go live. However, the operation of a Campaign and the publication of an Ad after approval, does not mean that we or a Publisher approve or endorse the Campaign or Ad, or in any way nor does approval guarantee that a Campaign or Ad complies with these Terms including the Content Rules.

- 6.2 You agree that you shall not upload any Advertiser Materials to adGuru, or otherwise use adGuru in order to publish any Ad, that breaks the Content Rules.
- 6.3 A Publisher reserves the right to reject, remove, suspend or change the position of, any Ad which it considers unsuitable or which is not in accordance with these Terms without liability to you.
7. Payment
- 7.1 When placing an Order, you will set a Budget for the relevant Campaign and you shall prepay the amount of the Budget via adGuru. All Campaigns must be pre-paid and we shall have no liability to run a Campaign or publish any Ad where there are insufficient sums in your account for that particular Campaign. If at any time there are insufficient funds in your account, we shall be entitled to immediately suspend any live Campaign and we will not approve any future Campaign until further funds have been put into your account.
- 7.2 You will be charged for all impressions booked on the basis of the Order. In the event of under delivery of impressions, or cancellation of a campaign, any unused funds remaining in your account will be refunded to you (except as otherwise set out in these Terms, for example, but not limited to, under clause 14.2).
- 7.3 You may select the currency in which you pay within the Order. We shall apply the relevant exchange rate to the rates and will display the applicable rates to your Campaign in the requested currency.
- 7.4 You shall make payment in the currency stipulated in the Order by credit card. You shall provide to us valid, up to date and complete credit card details which must remain valid throughout the Campaign Period. You authorise us to bill such credit card the amount of the Budget set out in the Order.
- 7.5 In the event that any impressions do not appear due to any error, act or omission of a Publisher or where impressions run against inventory that is deemed non-human and categorised as 'Ad Fraud' under the TAG Certified Against Fraud Guidelines, we shall only provide a refund of sums that we are able to obtain from the relevant Publisher by way of refund for the same error, act or omission.
- 7.6 Any refund due to you will be provided in the currency in which you paid for the relevant Campaign and shall be either credited to your account or made to the same payment card that was used to make the payment. No refund shall be payable in the event of any breach by you of these Terms.
- 7.7 Where we are required to carry out any currency conversion for a refund, such conversion shall be at the real time exchange rate specified by us.

7.8 You are responsible for your own taxes and fees payable in respect of any Campaign. All amounts due in respect of an Order are stated exclusive of any applicable VAT, sales or other tax applicable which shall be paid in addition by you at the rate and in the manner for the time being prescribed by law. The target number of impressions booked and delivered will be calculated based on the budget you set for the Campaign, exclusive of VAT. VAT will be applied at the check out page and will appear on your order receipt. You shall make all payments due in respect of an Order without any withholding or deduction of tax. If such withholding or deduction is required, you shall pay to us such additional amount as to ensure that we receive the full amount due to us if no such withholding or deduction was required.

## 8. Reporting

8.1 Reports will be generated by us and made available within your account.

8.2 You acknowledge and agree that numbers of impressions/clicks stated in the Order are provided as estimates only of the approximate number of impressions to be delivered over the Campaign Period.

8.3 We will track delivery of the impressions/clicks and notwithstanding any statistics that you may have, our statistics shall be the final definitive measure of the delivery of impressions.

## 9. Warranties

9.1 You represent and warrant that you have the authority and requisite corporate power to accept these Terms and to place an Order. You represent and warrant (and where relevant on behalf of the Advertiser) that:

9.1.1 you and the Advertiser are not located in a country that is subject to a U.S Government embargo, or that has been designated by the U.S Government as a “terrorist supporting” country;

9.1.2 you have all necessary rights, licences and consents to manage and run any Campaign and to publish the Ads including all rights, licences and consents for any relevant musical works, compositions or sound recordings incorporated with an Ad;

9.1.3 you will not conduct in any fraudulent activity relating to the running of a Campaign and publication of an Ad including with respect to a Landing Page;

9.1.4 the Campaign, the Ads, all Advertiser Materials and all Landing Pages:

(a) are accurate, complete, true and not misleading;





- (b) are legal, truthful, honest and decent and otherwise comply with the provisions of all Applicable Laws, including Advertising Laws and Data Protection Laws; and
- (c) comply with the Content Rules.

9.2 We warrant to you that we have:

- 9.2.1 the authority and requisite corporate power to enter into these Terms; and
- 9.2.2 the necessary rights, licenses and permissions to perform our obligations and provide the Advertising Services.

9.3 adGuru is provided AS IS without any warranties, guarantees and representations including as to satisfactory quality, merchantability, fitness for purpose or availability of adGuru except as expressly set out in these Terms. Without limiting the foregoing, we do not warrant that:

- 9.3.1 the Advertising Services, adGuru or the Publisher Properties, or any content on them, will be available, uninterrupted or error-free;
- 9.3.2 adGuru or the Advertising Services will meet your requirements;
- 9.3.3 adGuru or the Advertising Services will be free from Viruses.

9.4 We do not warrant and make no guarantees regarding:

- 9.4.1 the performance or effectiveness of any Campaign or Ad;
- 9.4.2 the number of impressions or clicks your Ad will get; or
- 9.4.3 fraudulent activity on the Publisher Properties including click fraud or other invalid click activity that may affect the cost of Ads or for any other technological issues that affect the Publisher Properties.

## 10. Indemnity

10.1 You will defend, indemnify and keep us fully indemnified from and against all liabilities, losses, costs, expenses and damages, (including reasonable legal fees) suffered or incurred by us (including as a result of an claim by a Publisher or action taken by a relevant regulator) arising out of or in connection with any breach by you of the warranties provided under clause 9.1.

## 11. Intellectual Property Rights

11.1 All Intellectual Property Rights in adGuru belong to us and/or our licensors and the rights in adGuru are licensed to you and not sold. You acknowledge and agree that you have no rights in, or to, adGuru other than the right to use it in accordance with these Terms.

11.2 To the extent that adGuru is the subject of any third party claim, we may procure the right for you to continue using adGuru or to replace or modify adGuru so that it becomes non-infringing or, if such remedies are not reasonably available in our sole opinion, we may terminate your account and any outstanding Order without any additional liability or obligation to pay damages or costs to you. The provisions of this clause 11.2 constitute your sole remedies in the event of any such third party claim.

11.3 You (or the Advertiser, as applicable) are the owner or licensee of all Intellectual Property Rights in the Advertiser Materials. You (on behalf of yourself or on behalf of the Advertiser as applicable) grant to us a worldwide, non-exclusive, sub-licensable, irrevocable, fully paid up, royalty-free licence to:

11.3.1 use the Advertiser Materials to provide the Advertising Services in accordance with these Terms;

11.3.2 allow the Publisher to publish the Ads and Advertiser Materials on the applicable Publisher Properties;

11.3.3 use the Advertiser Materials and your name, corporate logos and details in any internal reporting or analysis and for marketing and promotional purposes.

## 12. Campaign Cancellation

12.1 You may cancel an Order for a Campaign using the functionality provided in adGuru.

12.2 In the event that you wish to cancel an Order for a Campaign after it has gone live, you will still be charged for all Ads that have already been published for the remainder of the Campaign Period, but no further Ads will be purchased for that Campaign following the cancellation.

## 13. Suspension and Termination

13.1 We may temporarily block, suspend or terminate your account and/or any Order at any time at our discretion including where:

13.1.1 you have (or the Advertiser has) engaged in any fraudulent activity;

13.1.2 you have otherwise breached any of these Terms, including if an Ad breaches the Content Rules;



13.1.3 there are security reasons requiring us to do so;

13.1.4 you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become subject to a moratorium under Part A1 of the Insolvency Act 1986 or become insolvent or an order is made or a resolution passed for your administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or become subject to a restructuring plan under Part 26A of the Companies Act 2006 or a scheme of arrangement under Part 26 of the Companies Act or any analogous event occurs in any applicable jurisdiction.

13.2 You may terminate your account at any time by logging in to your account and initiating a termination.

## 14. Consequences of Termination

14.1 If we terminate your account for any reason:

14.1.1 we shall cease provision of the Advertising Services to you;

14.1.2 you shall cease to have any right to use adGuru;

14.1.3 any outstanding Campaign shall automatically terminate unless we agree otherwise;

14.1.4 you shall destroy or return (at our election) all Confidential Information in your possession or under your control and all copies of such information.

14.2 Where there are any outstanding Campaigns at the date of termination of your account or an Order, to the extent these are cancellable we shall refund to you the remaining unused portion of the Budget for any terminated Campaigns unless we have terminated your account for cause including pursuant to clauses 13.1.1 to 13.1.4

14.3 Termination or expiry of your account or an Order shall not affect any of our rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

14.4 Termination of your account or an Order for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

## 15. Limitation of Liability

15.1 You acknowledge and agree that adGuru is only a platform for connecting advertisers with sellers of ad inventory to enable advertisers and agencies to buy ad inventory direct from sellers on a self-serve basis. adGuru does not operate as an advertising agency. We have no liability for the Publisher Properties including any content on Publisher Properties. A Publisher has sole editorial discretion regarding its Publisher Properties and we make no guarantee regarding the size, placement and positioning of an Ad on any Publisher Properties (including any editorial, content or competitor adjacency), for the content on any Publisher Properties or for the acts and omissions of a Publisher. You acknowledge and agree that an Ad may be placed next to content that you deem to be inappropriate.

15.2 We shall have no liability to you for any loss, damage, expense or other claims arising as a result of or relating to:

15.2.1 any third party claims made in relation to Advertiser Materials, an Ad or a Campaign including any Landing Pages and any products or services available via a Landing Page;

15.2.2 use of adGuru in any manner inconsistent with these Terms;

15.2.3 the input by you of any inaccurate, incomplete, illegible or incorrect information into adGuru or an Ad;

15.2.4 any breach of the warranties in clause 9.1;

15.2.5 the inaccessibility of any Landing Page;

15.2.6 any communications or network defects, delays or failures that you may experience in trying to access and use adGuru; and/or

15.2.7 your negligence and/or wilful misconduct.

15.3 Subject to clause 15.5, we shall not be liable in contract, tort (including negligence) breach of statutory duty or otherwise for any:

15.3.1 loss of profit;

15.3.2 loss of opportunity;

15.3.3 loss of goodwill or reputation;

15.3.4 loss of anticipated saving;

15.3.5 loss of revenue;

- 15.3.6 loss of data or information; and/or
  - 15.3.7 any indirect, special or consequential loss.
- 15.4 Subject to clause 15.3 and 15.5, our maximum liability to you under or in connection with these Terms, whether arising from contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the total amount paid or payable under the applicable Order.
- 15.5 Nothing in these Terms will limit or exclude either party's liability for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be limited or excluded by law.
- 15.6 Except as expressly set out in these Terms, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under these Terms are excluded insofar as it is possible to do in law.
- 16. Confidential Information**
- 16.1 Subject to clauses 16.2, 16.3 and 16.4, each party agrees that it will:
  - 16.1.1 keep the Confidential Information confidential and will not disclose it to any third party;
  - 16.1.2 only use the Confidential Information as strictly necessary for the performance of its obligations under these Terms; and
  - 16.1.3 take all reasonable measures to maintain the confidentiality of the Confidential Information in its possession or control, which will be of a standard which is at least equivalent to the measures that it uses to maintain the confidentiality of its own Confidential Information of similar nature and importance.
- 16.2 Where strictly necessary for the performance of its obligations under these Terms, a party may disclose the other party's Confidential Information to consultants, sub-contractors, agents or professional advisors, provided always that that party ensures that each such third party to whom Confidential Information is disclosed is aware of the confidential nature of the Confidential Information prior to any such disclosure and that it complies with this clause 16.
- 16.3 Where you are not the Advertiser, where strictly necessary for the performance of your obligations under these Terms or otherwise in connection with an Order, you may disclose our Confidential Information to the Advertiser provided always that you ensure that the Advertiser is aware of the confidential nature of the Confidential Information prior to any such disclosure and that it complies with this clause 16.

- 16.4 The provisions of clause 16.1 shall not apply to:
- 16.4.1 any information that is, or was already known or available to the receiving party, otherwise than pursuant to or through breach of any confidentiality obligation owed to the disclosing party;
  - 16.4.2 any information that is, or becomes, in the public domain other than through any breach of these Terms;
  - 16.4.3 information that is disclosed to the receiving party, without any obligation of confidence to the disclosing party, by a third party that is not itself under or in breach of any obligation of confidentiality;
  - 16.4.4 information that is independently developed by or on behalf of the receiving party without using information supplied by the disclosing party; and
  - 16.4.5 any disclosure required by law or a regulatory authority or otherwise by the
- 17.** Data protection, cookies and tracking technologies
- 17.1 Each party shall comply at all times with all requirements of the Data Protection Laws and where you are not the Advertiser, you shall ensure that the Advertiser complies at all times with all requirements of the Data Protection Laws.
- 17.2 We shall process personal data in accordance with the terms of our Privacy Notice
- 17.3 We shall have no liability for the processing of any personal data in connection with the Ad that is to be published on the Publisher Properties.
- 17.4 You shall not (and shall ensure that the Advertiser does not) set cookies or other tracking technologies (which includes use of any technology in connection with the collection, storage, accessing or other processing of any data in any manner that is subject to any Data Protection Laws) on the Ad to be published on the Publisher Properties unless otherwise agreed in an Order or specifically permitted as stated in adGuru.
- 17.5 Where, pursuant to clause 17.4, you are permitted to set cookies or other tracking technologies on an Ad, you shall:
- 17.5.1 provide information about such cookies or other tracking technologies within the Order; and
  - 17.5.2 ensure that neither you nor any Advertiser uses nor stores information collected or stored from such cookies or other tracking technologies for profiling purposes.

## 18. Updates

18.1 We may release changes, updates or enhancements to adGuru at any time.

## 19. Force Majeure

19.1 We shall not be liable if delayed in or prevented from performing our obligations under these Terms or an Order due to circumstances beyond our reasonable control including, but not limited to war, terrorism, strikes, lock outs or other industrial action, breakdown of systems or network access, explosion, fire, corrosion, flood, epidemics, pandemics, natural disaster, or adverse weather conditions.

## 20. Notices

20.1 You agree that we may communicate with you electronically about any important information regarding your account, the Advertising Services, an Order or adGuru generally.

20.2 Any notice or other communication given by you shall be in writing and in English and sent to us at [adguru@publicismedia.com](mailto:adguru@publicismedia.com)

20.3 This clause does not apply to notices given in legal proceedings.

## 21. General

21.1 These Terms constitute the entire agreement between us and you and supersedes all previous agreements, understandings and arrangements between us and you in respect of its subject matter, whether in writing or oral.

21.2 You acknowledge that you have not entered into these Terms or otherwise placed an Order in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms.

21.3 You may not assign, sub-contract, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of your rights or obligations under these Terms.

21.4 The parties are independent and are not partners or principal and agent and these Terms do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

21.5 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.



- 21.6 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 21.7 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 21.8 No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 21.9 A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 21.10 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 22. Governing Law and Jurisdiction**
- 22.1 These Terms, any Order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).

These Terms were last updated on 1 September 2022