
**END USER LICENCE AGREEMENT
FOR
BRAIN IN HAND LIMITED**

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE.

This Licence Agreement (“**Licence**”) is a legal agreement between you (“**Licensee**” or “**you**”) and Brain in Hand Limited (“**Brain in Hand**” or “**we**”), a company registered in England and Wales with company registration number 06971006, whose registered office address is Curzon House, Southernhay West, Exeter, Devon, EX1 1RS.

We license access to the Software to you on the basis of this Licence. We do not sell the Software to you. We remain the owners of the Software at all times.

OPERATING SYSTEM REQUIREMENTS:

Brain in Hand is compatible with devices running most Android and iOS operating systems. For more information on the operating system requirements of the Software, please visit www.braininhand.com.

We do not guarantee that the Software will function on older versions of Android and iOS systems.

IMPORTANT NOTICE TO ALL USERS:

- BY REGISTERING YOUR BRAIN IN HAND ACCOUNT AND CLICKING ON THE “ACCEPT” BUTTON BELOW, YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU FROM YOUR FIRST LOG IN INTO THE SOFTWARE.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU SHALL NOT USE THE SOFTWARE AND WE WILL NOT PERMIT YOU TO ACCESS AND/OR USE, AND WILL NOT LICENSE, THE SOFTWARE TO YOU.

Background:

- (A) Brain in Hand has developed certain software applications and platforms which it makes available to users via the internet on a licence basis for the purpose of assisting the support and independent living of users.
- (B) The Licensee wishes to use Brain in Hand’s Software (as defined below).
- (C) Brain in Hand has agreed to provide and the Licensee has agreed to take the Software (as defined below) subject to the terms and conditions of this Licence.

Operative Provisions:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Licence.

"Business Day" any day which is not a Saturday, Sunday or public holiday in the UK.

"Confidential Information"	information in any form, disclosed before or after the Effective Date, that is proprietary or confidential and is either clearly labelled or identified as such or which by its context would reasonably be deemed to be confidential.
"Effective Date"	the date you click the "I accept" button below.
"Initial Term"	the initial term of this Licence as set out in clause 17.
"Intellectual Property"	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
"Normal Business Hours"	8.00 am to 6.00 pm local UK time, each Business Day.
"Online Service"	means the cloud based software accessed via the Brain in Hand secure website.
"Renewal Period"	the period described in clause 17.1.
"Smart Device App"	Smart device application as Brain in Hand may make available from time to time via third party retailers.
"Software"	the Online Service provided by Brain in Hand and the Smart Device App.
"Term"	has the meaning given in clause 17.1 (being the Initial Term together with any subsequent Renewal Periods).

"Virus"

any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Licence; references to paragraphs are to paragraphs of the relevant schedule to this Licence.

2. **ACCESS**

- 2.1 In consideration for the mutual promises hereunder and other good and valuable consideration and subject to the terms of this Licence, Brain in Hand hereby grants you a worldwide non-exclusive, non-transferable, non-sublicensable, royalty paid right to use the Software to download and use during the Term solely for your own personal use.
- 2.2 The Licensee shall not access, upload, store, distribute or transmit any Viruses, or any material or data during the course of its use of the Software that:

- 2.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.2.2 facilitates illegal activity;
- 2.2.3 depicts sexually explicit images;
- 2.2.4 promotes unlawful violence;
- 2.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 2.2.6 could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 2.2.7 infringe our Intellectual Property rights or those of any third party in relation to your use of the Software; or
- 2.2.8 is otherwise illegal or causes damage or injury to any person or property;

and Brain in Hand reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause 2.2.

2.3 You shall not:

- 2.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under this Licence, attempt to copy, modify, merge, vary, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 2.3.2 access all or any part of the Software in order to build a product or service which competes with the Software;
- 2.3.3 use the Software to provide services to third parties;
- 2.3.4 license, sublicense, sell, rent, loan, lease, transfer, assign, distribute, display, disclose, provide, or otherwise commercially exploit, or otherwise make the Software available to any third party; or

2.3.5 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Licence.

2.4 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Brain in Hand.

3. **SERVICES**

3.1 Brain in Hand shall, during the Term, provide and make available the Software to the Licensee on and subject to the terms of this Licence.

3.2 YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE DOES NOT CONSTITUTE THERAPY OR MEDICAL ADVICE AND THAT WE ARE NOT RESPONSIBLE FOR ANY USE OF OR RELIANCE ON OR SUITABILITY OF THE SOFTWARE OR ANY DECISION, COURSE OF ACTION OR NON-ACTION YOU MAY MAKE AS A RESULT OF YOUR USE OF THE SOFTWARE AND YOU INDEMNIFY US AGAINST ANY LOSS OR DAMAGE SUFFERED BY US ARISING FROM ANY CLAIM MADE AGAINST US IN RELATION TO THE SUBJECT MATTER OF THIS CLAUSE 3.2.

3.3 Phones, tablets and other hardware, and any connections to communications network providers, are not provided by Brain in Hand and must be sourced by the Licensee.

4. **HOW YOU MAY USE THE SOFTWARE**

4.1 In agreeing to this Licence you may:

4.1.1 Download a copy of the Smart Device App onto a smart device and view, use and display the Software on such smart devices for your personal purposes only;

4.1.2 Provided you comply with clauses 2.2 and 2.3, make unlimited copies of the Software onto other smart devices; and

4.1.3 Receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as we may provide to you.

5. **UPDATES TO THE SOFTWARE**

5.1.1 From time to time we may automatically update the Software to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Software for these reasons.

5.1.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Software.

6. SUPPORT FOR THE SOFTWARE AND HOW TO TELL US ABOUT PROBLEMS

- 6.1 If you want to learn more about the Software or have any problems using it, please take a look at our technical support resources at www.braininhand.co.uk.
- 6.2 If you think the Software is faulty or mis-described or wish to contact us for any other reason please email our support team via the contact details at www.braininhand.co.uk/contact-us/.
- 6.3 If we have to contact you we will do so by telephone, email, by SMS or by pre-paid post, using the contact details you have provided us with.

7. YOUR PRIVACY

- 7.1 We only use any personal data we collect through your use of the Software in the ways set out in our privacy policy <http://braininhand.co.uk/privacy-policy/>.
- 7.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Software may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

8. THIRD PARTY SOFTWARE PROVIDERS

The Licensee acknowledges that the Software may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Brain in Hand makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not Brain in Hand. Brain in Hand recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Brain in Hand does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Software.

9. BRAIN IN HAND'S OBLIGATIONS

- 9.1 The obligation in this clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Brain in Hand's instructions, or modification or alteration of the Software by any party other than Brain in Hand or Brain in Hand's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, Brain in Hand will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any

breach of the undertaking set out in this clause 9.1. Notwithstanding the foregoing, Brain in Hand:

- 9.1.1 does not warrant that the Licensee's use of the Software will be uninterrupted or error-free; or that the Software and/or the information obtained by the Licensee through the Software will meet the Licensee's requirements; and
- 9.1.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.2 This Licence shall not prevent Brain in Hand from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Licence.
- 9.3 Brain in Hand warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Licence.

10. LICENSEE'S OBLIGATIONS

The Licensee shall:

- 10.1.1 provide Brain in Hand with:
 - (a) all reasonably necessary co-operation in relation to this Licence; and
 - (b) all reasonably necessary access to such information as may be required by Brain in Hand,in order to provide the Software, including but not limited to, security access information and configuration services;
- 10.1.2 comply with all applicable laws and regulations with respect to its activities under this Licence;
- 10.1.3 carry out all other Licensee responsibilities set out in this Licence in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the parties, Brain in Hand may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 10.1.4 ensure that its network and systems, hardware, software and, where applicable, smart phone comply with any relevant specifications provided by

Brain in Hand from time to time and are adequate to operate the Software and enjoy the benefit of the Software; and

- 10.1.5 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Brain in Hand's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet.

11. IF SOMEONE ELSE OWNS THE DEVICE YOU ARE USING

- 11.1.1 If you download the Software onto a device not owned by you, you must have the owner's permission to do so.
- 11.1.2 You will be responsible for complying with the terms of this Licence, whether or not you own the device.

12. AGE RESTRICTION

- 12.1.1 If you are 17 years of age or younger you must have the permission of your parent and/or guardian before accepting the terms of this License.
- 12.1.2 We reserve the right to close your account immediately if we believe that you are 17 years of age or younger and have not obtained the permission of your parent and/or guardian or do not have capacity to agree to these terms. If we close your account we are not obliged to give you any warning, but we will attempt to notify you afterwards by email.

13. CONFIDENTIALITY

Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Licence. A party's Confidential Information shall not be deemed to include information that:

- 13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 13.1.2 was in the other party's lawful possession before the disclosure;
- 13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 13.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 13.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 13.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Licence.
- 13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Licence.
- 13.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.5 This clause 13.5 shall survive termination of this Licence, howsoever arising.

14. **INTELLECTUAL PROPERTY**

- 14.1 All Brain in Hand Intellectual Property rights in the Software throughout the world belong to us and the rights in the Software are licensed (not sold) to you. You have no intellectual property rights in, or to, the Software other than the right to use them in accordance with these terms.

15. **INDEMNITY**

- 15.1 The Licensee shall defend, indemnify and hold harmless Brain in Hand against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Licensee's use of the Software, provided that:
- 15.1.1 the Licensee is given prompt notice of any such claim;
 - 15.1.2 Brain in Hand provides reasonable co-operation to the Licensee in the defence and settlement of such claim, at the Licensee's expense; and
 - 15.1.3 the Licensee is given sole authority to defend or settle the claim.
- 15.2 In the defence or settlement of any claim, Brain in Hand may procure the right for the Licensee to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Licence on 2 Business Days' notice to the Licensee without any additional liability or obligation to pay liquidated damages or other additional costs to the Licensee.
- 15.3 In no event shall Brain in Hand, its employees, agents and sub-contractors be liable to the Licensee to the extent that the alleged infringement is based on:
- 15.3.1 a modification of the Software by anyone other than Brain in Hand; or
 - 15.3.2 the Licensee's use of the Software in a manner contrary to the instructions given to the Licensee by Brain in Hand; or

- 15.3.3 the Licensee's use of the Software after notice of the alleged or actual infringement from Brain in Hand or any appropriate authority.
- 15.4 THE FOREGOING AND CLAUSE 16.4.2 STATES THE LICENSEE'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES, AND BRAIN IN HAND'S (INCLUDING THE BRAIN IN HAND'S EMPLOYEES', AGENTS' AND SUB-CONTRACTORS') ENTIRE OBLIGATIONS AND LIABILITY, FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE MARK, DATABASE RIGHT OR RIGHT OF CONFIDENTIALITY.
- 16. **LIMITATION OF LIABILITY**
 - 16.1 This clause 16.1 sets out the entire financial liability of Brain in Hand (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Licensee:
 - 16.1.1 arising under or in connection with this Licence;
 - 16.1.2 in respect of any use made by the Licensee of the Software or any part of them; and
 - 16.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence.
 - 16.2 Except as expressly and specifically provided in this Licence and subject to clause 16.3:
 - 16.2.1 the Licensee assumes sole responsibility for results obtained from the use of the Software by the Licensee, and for conclusions drawn from such use. Brain in Hand shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Brain in Hand by the Licensee in connection with the Software, or any actions taken by Brain in Hand at the Licensee's direction;
 - 16.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Licence; and
 - 16.2.3 the Software is provided to the Licensee on an "as is" basis.
 - 16.3 Nothing in this Licence excludes or limits the liability of Brain in Hand:
 - 16.3.1 for death or personal injury caused by Brain in Hand's negligence;
 - 16.3.2 for fraud or fraudulent misrepresentation; or
 - 16.3.3 for any other liability that cannot be excluded or limited by applicable law.
 - 16.4 Subject to clause 16.2 and clause 16.3:

- 16.4.1 Brain in Hand shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Licence; and
- 16.4.2 Brain in Hand's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Licence shall be limited to the total of £100 during the 12 months immediately preceding the date on which the claim arose.
- 16.5 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.
- 16.6 We only supply the Software for domestic and private use. You agree not to use the Software for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.7 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in condition 16.4 but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.

17. **TERM AND TERMINATION**

- 17.1 This Licence shall, unless otherwise terminated as provided in this clause 17, commence on the Effective Date and shall continue for one (1) year (the “**Initial Term**” and, thereafter, this Licence shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”), unless:
- 17.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this Licence shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- 17.1.2 otherwise terminated in accordance with the provisions of this Licence,
- and the Initial Term together with any subsequent Renewal Periods shall constitute the “**Term**”.
- 17.2 We may terminate this Licence with immediate effect if we fail to receive payment of any fees owed to us for the licensing of the Software when due.

- 17.3 If you are provided with the Software by a third party, if that third party disables or deletes your access to the Software, this Licence will terminate with immediate effect.
- 17.4 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Licence without liability to the other if the other party commits a material breach of any of the terms of this Licence and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.
- 17.5 On termination of this Licence for any reason:
- 17.5.1 all licences granted by this Licence shall immediately terminate and you must cease all activities authorised by this Licence;
- 17.5.2 each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party, for the avoidance of doubt, Brain in Hand shall continue to be entitled to use in accordance with the Privacy Policy;

18. **FORCE MAJEURE**

Brain in Hand shall have no liability to the Licensee under this Licence if it is prevented from or delayed in performing its obligations under this Licence, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Brain in Hand or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Licensee is notified of such an event and its expected duration.

19. **WAIVER**

- 19.1 A waiver of any right under this Licence is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 19.2 Unless specifically provided otherwise, rights arising under this Licence are cumulative and do not exclude rights provided by law.

20. **SEVERANCE**

- 20.1 If any provision (or part of a provision) of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. **ENTIRE AGREEMENT**

21.1 This Licence, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this Licence it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Licence or not) relating to the subject matter of this Licence, other than as expressly set out in this Licence.

22. **CHANGES TO THESE TERMS**

22.1 We may need to change the terms of this Licence to reflect changes in law or best practice.

22.2 We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next use the Software.

22.3 If you do not accept the notified changes, you may continue to use the Software in accordance with the existing terms but certain new features may not be available to you.

23. **ASSIGNMENT**

23.1 The Licensee shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Licence.

23.2 Brain in Hand may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Licence.

24. **NO PARTNERSHIP OR AGENCY**

Nothing in this Licence is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. **THIRD PARTY RIGHTS**

This Licence does not confer any rights on any person or party (other than the parties to this Licence and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. **NOTICES**

- 26.1 Any notice required to be given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Licence, or such other address as may have been notified by that party for such purposes, or scanned and emailed.
- 26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. notice sent by email shall be deemed to have been received on the first Business Day following the day on which such notice or communication was sent, unless the sender has actual knowledge of non-receipt (e.g. because of 'mail undelivered' notice or an out-of-office reply).

27. **GOVERNING LAW AND JURISDICTION**

- 27.1 This Licence and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.
- 27.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.