

**MARKETCLUSTERS LIMITED**  
**STANDARD TERMS OF BUSINESS – EDITOREYE**

**1. Effect of Terms and Conditions**

- 1.1 These Terms & Conditions (“Terms”) govern use of the www.editoreye.com website (“Website”) (including but not limited to all content available through the Website and subdomains) and the MarketClusters-operated related domains and associated content publishing services, (collectively the “EditorEye Platform”). In the case of the EditorEye Subscription Services these Terms also govern subscription for and access to the EditorEye Subscription Services and the use of the EditorEye Platform by a Subscriber and/or its Team Users. The EditorEye Platform is owned and operated by MarketClusters Limited, a company registered in England and Wales with company number 047752629 and having its registered office at 1 Hammersmith Broadway, London, W6 9DL, UK (“MarketClusters”).
- 1.2 Please read these Terms carefully. By accessing and/or using the EditorEye Platform or by subscribing for the EditorEye Subscription Services you agree to be bound by these Terms. If you do not agree to be bound by the Terms (or are not authorised to agree them), you may not use or access the EditorEye Platform and MarketClusters has the right to restrict or prevent your access to the EditorEye Platform at any time if you do not comply with these Terms.
- 1.3 These Terms were last updated on 12<sup>th</sup> January 2015 and replace all previous terms and conditions of business for the EditorEye Platform. Any other terms or conditions that appear or are referred to elsewhere (including without limitation any terms proposed by you) are to have no legal effect whatsoever save as expressly stated otherwise in these Terms. You confirm that you have not relied on any representation by or on behalf of MarketClusters save insofar as expressly set out in these Terms or otherwise expressly agreed in writing by MarketClusters.
- 1.4 MarketClusters may change these Terms from time to time and shall post any replacement version of the Terms either on the Website or otherwise on the EditorEye Platform. It is your responsibility to check the Terms regularly and by using the EditorEye Platform you are agreeing to be bound by the current Terms posted on the EditorEye Platform current at the time of use. If you do not agree to any amended Terms you should cease using the EditorEye Platform.

**2. Interpretation**

- 2.1 In these Terms, the words and phrases set out below shall have the meaning set out below:-

<b>“Agreement”</b>	means, in the case of Subscribers only, these Terms together with any Order Form and/or Card Purchase Confirmation;
<b>“Card Purchase Confirmation”</b>	means any confirmation of a successful credit or debit card purchase issued by or on behalf of MarketClusters in accordance with clause 4.5;
<b>“Commencement Date”</b>	means the date that you first access the EditorEye Platform; or (in the case of Subscribers) the earlier of (a) the date specified in the Order Form; or (b) the date of the Card Purchase Confirmation as the case may be;
<b>“Confidential Information”</b>	means any information (whether written or oral or in any medium whatsoever and whether disclosed before or after the Commencement Date) of a confidential nature (including without limitation all passwords and security information, communications, documents and papers and information relating to the business affairs, finances and plans of a party to these Terms) and which each party learns or which comes into its possession, custody or control as a result of these Terms relating to the other party provided that nothing in these Terms is intended to interfere with either party’s ability to deal with information of which it is independently aware (as evidenced by its written records) or which is in the public domain (other than as a result of breach by that party of these Terms) or which either party is required by law or any regulatory authority to disclose;
<b>“ EditorEye Subscription Services”</b>	means areas, content and functional elements of the EditorEye Platform accessible only to Subscribers who have purchased a subscription in accordance with clause 4.1 or to current trial users of the EditorEye Subscription Services in accordance with clause 3.3;
<b>“Individual Subscriber”</b>	means a subscriber who purchases a subscription to use the EditorEye Subscription Services him/herself;
<b>“Intellectual Property Rights”</b>	means all copyrights, patents, utility models, trademarks, rights in designs, database rights, goodwill, in each case whether registered or unregistered or the subject of a pending application for registration, all legal rights protecting the confidentiality of any information or materials and all other rights of a similar nature anywhere in the world;
<b>“Multi-User Subscriber”</b>	means a subscriber which purchases a subscription to the EditorEye Subscription Services on behalf of multiple Team Users;
<b>“Order Form”</b>	means any order form issued by or on behalf of MarketClusters in accordance with clause 4.6;
<b>“Platform Content”</b>	means any content and/or materials presented on the EditorEye Platform from third party sources;
<b>“Personal Data”</b>	means any and all personal information provided by or on behalf of you regarding you and/or any Team Users;
<b>“Services”</b>	means provision of access to the EditorEye Platform and any and all other services that MarketClusters agrees to provide to you from time to time, including access to EditorEye Subscription Services (if contracted to do so in accordance with clause 4);
<b>“Subscriber”</b>	means an Individual Subscriber or a Multi-User Subscriber;
<b>“Subscription Fees”</b>	means the subscription fees (or such other fees as MarketClusters may agree in writing) which are payable for access to the EditorEye Subscription Services in accordance with clause 4 of these Terms;
<b>“Team User”</b>	means a named end user authorised to use the Services by a Multi-User Subscriber;

- “Term”** means the term of these Terms commencing on the Commencement Date and continuing for the term specified in any Order Form and/or Card Purchase Confirmation (if applicable) or until otherwise terminated in accordance with clause 9 of these Terms;
- “User”** means any end user of the Services; and
- “User Materials”** means any content and/or materials input by you (or in the case of a Multi-User Subscriber, any of your Team Users) into the EditorEye Platform or any Platform Content published by you.

### 3. Services

- 3.1 MarketClusters makes the EditorEye Platform available subject to and in accordance with these Terms.
- 3.2 The EditorEye Platform is split into two areas being (a) functional elements which are (subject to these Terms) accessible to all without charge; and (b) the EditorEye Subscription Services which are available only to Subscribers or trial users in accordance with clause 3.3. Additional Terms apply to Subscribers to the EditorEye Subscription Services as set out at Clause 4.
- 3.3 Subject to clause 3.4, MarketClusters may grant access to EditorEye Subscription Services on a free trial basis for a predefined period (the “Trial Period”) which will be subject to these Terms. On expiry of the Trial Period, continued access to EditorEye Subscription Services shall be subject to Subscription Fees which must be paid in accordance with clause 4.
- 3.4 MarketClusters reserves the right to decline any application to register as a trial user of EditorEye Subscription Services or to become a Subscriber to EditorEye Subscription Services at its sole discretion. MarketClusters also reserves the right to terminate trial use at its sole discretion.
- 3.5 Access to the EditorEye Platform is password restricted. You shall (and in the case of Multi-User Subscribers you shall procure that each of your Team Users shall) keep confidential and secure any user name, password and other security information relating to the EditorEye Platform. Password and security information is personal to each user and you shall (and in the case of Multi-User Subscribers you shall procure that each of your Team Users shall) not share such information with any third party. You acknowledge and agree that you shall be responsible and liable for all acts and instructions performed by you (and in the case of Multi-User Subscribers each of your Team Users) or any third party following access to the EditorEye Platform using passwords and security information relating to the EditorEye Platform. If you believe that your password or security information or that of a Team User has been knowingly or unknowingly shared with a third party, you agree to immediately notify MarketClusters.
- 3.6 If MarketClusters in its reasonable opinion considers that the licence granted to you under these Terms is being abused in any way by you (or in the case of Multi-User Subscribers, any of your Team User(s)) then MarketClusters may immediately cancel or suspend at its sole discretion your access (or in the case of Multi-User Subscribers, the access of your relevant Team User(s)) to the EditorEye Platform without further obligation to you.
- 3.7 Subject to your rights set out in clause 9.3 (Termination), MarketClusters reserves the right to alter, suspend or discontinue any aspect of the EditorEye Platform, including your access or the access of any Team User to it. MarketClusters does not guarantee that any Platform Content or functionality that is accessible only to Subscribers and current trial users of EditorEye Subscription Services will always remain available only to Subscribers.
- 3.8 You shall at all times:
- (a) comply with all reasonable directions issued by MarketClusters in relation to access to and use of the EditorEye Platform;
  - (b) comply with all applicable laws, regulations and codes in the relevant territory; and
  - (c) be responsible for your (and the case of Multi-User Subscribers, your Team Users’) connection to the EditorEye Platform.
- 3.9 If you provide an email address that will result in any messages MarketClusters may send you being sent to you via a network or device operated or owned by a third party, then you warrant that you are entitled to receive those messages. You also agree that MarketClusters may refrain from sending messages to you without notifying you, even if you have subscribed to receive them, if MarketClusters receives a request from a third party to stop sending messages to you.
- 3.10 You hereby indemnify (and keep indemnified) MarketClusters and its officers, directors and employees against any and all loss, liability, claims, proceedings, damages and expenses (including reasonable legal expenses) suffered or incurred by MarketClusters arising out of any breach by you of these Terms.

### 4. EditorEye Subscription Services

- 4.1 This Clause 4 is applicable only to Subscribers.
- 4.2 Each Multi-User Subscriber acknowledges and agrees that it shall be responsible for compliance by its Team Users with these Terms.

#### Payment of Fees

- 4.3 Each Subscriber agrees to pay the Subscription Fees periodically (annually, quarterly or monthly as agreed) in advance at the rates in effect at the date and time of placing an order for EditorEye Subscription Services.
- 4.4 Subscription Fees shall be payable immediately by credit or debit card save for when payment by invoice is agreed by MarketClusters in advance. Invoices shall be payable within thirty (30) days of the date of the invoice
- 4.5 In the case of Subscribers paying by credit or debit card, MarketClusters will confirm your successful payment by issuing you with a Card Purchase Confirmation detailing the provision of the Services, the Term of your Agreement and the Subscription Fees which MarketClusters has charged to your card.
- 4.6 In the case of customers paying by invoice, MarketClusters will issue you with an Order Form Agreement detailing the provision of the Services, the Term of your Agreement and the Subscription Fees payable by you.
- 4.7 By submitting credit or debit card payment details to MarketClusters, you warrant that you are entitled to use those payment details. In case of unauthorised payments, without prejudice to its other rights and remedies, MarketClusters reserves the right to suspend or terminate your access (or in the case of Multi-User Subscribers, the access of any Team User) to EditorEye Subscription Services. If MarketClusters does not receive payment authorisation or authorisation is subsequently cancelled, MarketClusters may without prejudice to its other rights and remedies, immediately terminate or suspend your access (or in the case of Multi-User Subscribers, the access of any Team User) to EditorEye Subscription Services.

- 4.8 All amounts due from you to MarketClusters under this Agreement shall be paid in full without any set-off, deduction or withholding of or in respect of any tax, unless you are required by law to make such deduction or withholding. If you are required by law to make any deduction or withholding from any payment to MarketClusters under this Agreement of or in respect of any tax, you will immediately notify MarketClusters of such requirement and the sum payable by you in respect of which the deduction or withholding is required shall be increased to the extent necessary to ensure that, after the making of the deduction or withholding, MarketClusters receives on the due date and retains (free from any liability in respect of the deduction or withholding) a net sum equal to that which it would have received and retained had no deduction or withholding been required or made.
- 4.9 Failure to make any payment in full when due shall be a material breach of the Agreement.
- 4.10 All Subscription Fees are subject to sales tax where applicable.
- 4.11 MarketClusters will make reasonable efforts to process your subscription promptly but does not guarantee that your subscription access (or in the case of Multi-User Subscribers, the access of any Team User) or supply of any login and/or password will be available by or within a particular time even if specifically requested by you.
- 4.12 Without prejudice to any other right or remedy, MarketClusters (a) shall be entitled to interest at the rate of 3% per annum above the base rate of Barclays Bank Plc on any overdue Subscription Fees or other sums due under these Terms from the due date until the date of actual payment of such sums (with such interest payable on demand); and/or (b) may suspend further performance of Services until such time as all such due sums are paid in full.
- 4.13 A Subscriber may terminate any Agreement by serving 7 days written notice on MarketClusters (written to include email), such notice to expire at the end of the Term. If no such notice is received by MarketClusters, the Agreement shall automatically renew for an additional Term equal to the previous Term, at the Subscriber Fee existing at the time of the renewal date.

## 5. Intellectual Property Rights

- 5.1 You acknowledge and agree that:
- (a) the EditorEye Platform and any and all Intellectual Property Rights in and to the EditorEye Platform the Services and any other materials created by MarketClusters in performing any Services are and shall remain the property of MarketClusters or its licensors; and
  - (b) the Platform Content and all Intellectual Property Rights in and to the Platform Content are and shall remain the property of the relevant third party owners).
- 5.2 Subject to clauses 3.10, 5.3 and 7.5, MarketClusters hereby indemnifies you against any and all loss, liability, claims, proceedings, damages and expenses (including reasonable legal expenses) arising from any third party claim that the EditorEye Platform, as used by you (or in the case of Multi-User Subscribers, as used by any Team User) in compliance with the provisions of these Terms, infringes any third party Intellectual Property Rights PROVIDED THAT MarketClusters shall be entitled to conduct and/or settle all negotiations or litigation arising in connection with any claim that the EditorEye Platform infringes third party Intellectual Property Rights and you shall not (and in the case of Multi-User Subscribers you shall procure that no Team User shall) make any admissions or otherwise prejudice MarketClusters' negotiation or settlement of such claim. For the avoidance of doubt, this clause 5.2 does not apply to Platform Content and MarketClusters shall not under any circumstances indemnify you against any claim by a third party that Platform Content or your use (or in the case of Multi-User Subscribers, the use by any Team User) of Platform Content infringes any third party Intellectual Property Rights.
- 5.3 You shall:
- (a) notify MarketClusters in writing immediately should you become aware of any pending, threatened or actioned claim relating to an infringement of any Intellectual Property Rights; and
  - (b) give (and in the case of Multi-User Subscribers you shall procure that any Team User shall give) MarketClusters all reasonable assistance and comply with all reasonable requests for information in the conduct of such negotiation or pending, threatened or actioned litigation, provided that MarketClusters shall reimburse you for all reasonable costs and expenses incurred by you in so doing.
- 5.4 Subject to clause 5.1, MarketClusters hereby grants to you a non-exclusive, personal, non-transferable, licence (a) in the case of Individual Subscribers, to access and use the EditorEye Subscription Services yourself; or (b) in the case of Multi-User Subscribers, for the number of Team Users as may be specified in the applicable Order Form to access and use the EditorEye Subscription Services.
- 5.5 You undertake that you shall not (and shall procure that any of your Team Users shall not) remove or alter any copyright notice, acknowledgement or branding from any Platform Content or materials reproduced from the EditorEye Platform or publish or reproduce any such Platform Content or materials without acknowledging the author, publisher or source of such work as shown on the EditorEye Platform nor infringe the Intellectual Property Rights of any third party owners of the Platform Content.
- 5.6 You undertake that you shall not (and shall procure that any of your Team Users shall not) sub-license, rent, lease, sell, assign or otherwise dispose of or grant any Intellectual Property Rights in the Platform Content to any third party.

## 6. Confidentiality

- 6.1 Each party agrees that all Confidential Information is and will be kept confidential and used only as permitted by these Terms.
- 6.2 By subscribing to EditorEye Subscription Services, you agree that MarketClusters can refer to you in order to promote MarketClusters and the EditorEye Platform and for MarketClusters' general publicity purposes. If you do not want MarketClusters to refer to you for these purposes, you must give written notice to the addresses specified in clause 11.8.

## 7. Permitted and Non-Permitted Use

- 7.1 Neither you nor your Team Users may use the EditorEye Platform or any Platform Content for any unlawful purpose. Except as expressly set out in these Terms, neither you nor your Team Users may sell, license or transfer the EditorEye Platform or any Platform Content. You shall use your best efforts to stop any such mis-use immediate after such use becomes known to you.
- 7.2 Whenever you make use of a feature that allows you to produce User Materials, or to make contact with other Users, you must comply with the content standards set out below at clause 7.5. You warrant that any such User Materials or other contributions shall at all times comply with those standards, and you shall indemnify us for any breach of that warranty.
- 7.3 Any material you upload to the EditorEye Platform will be considered proprietary but non confidential We have the right to disclose your identity to any third party who claims that any material posted or uploaded by you to the EditorEye Platform constitutes a violation of their Intellectual Property Rights, or of their right to privacy.

- 7.4 You warrant, represent and undertake that User Materials shall not infringe the rights of any third party (including without limitation any third party Intellectual Property Rights, rights of confidentiality or privacy) or be defamatory, discriminatory, obscene or otherwise offensive or unlawful or give rise to any liability. MarketClusters will not be responsible for any error or inaccuracy in User Materials. You hereby grant to MarketClusters a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, display, communicate, and publish User Materials solely for the purpose of providing the Services and incorporating User Materials into the Services.
- 7.5 We will not be responsible, or liable to any third party, for the content or accuracy of any User Materials and we have the right to remove any User Materials if, in our opinion, such material does not comply with the content standards set out below which apply to any and all User Materials and to any associated interactive services. You must comply with the spirit of the following standards as well as the letter:
- (a) User Materials must:
    - (i) Be accurate (where they state facts).
    - (ii) Be genuinely held (where they state opinions).
    - (iii) Comply with applicable law in the relevant territory.
  - (b) User Materials must not:
    - (i) Contain any material which is defamatory of any person.
    - (ii) Contain any material which is obscene, offensive, hateful or inflammatory.
    - (iii) Promote sexually explicit material.
    - (iv) Promote violence.
    - (v) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
    - (vi) Infringe any copyright, database right or trade mark of any other person.
    - (vii) Be likely to deceive any person.
    - (viii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
    - (ix) Promote any illegal activity.
    - (x) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
    - (xi) Be likely to harass, upset, embarrass, alarm or annoy any other person.
    - (xii) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
    - (xiii) Give the impression that they emanate from us, if this is not the case.
    - (xiv) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 7.6 Without limitation, without prior written permission from MarketClusters neither you nor any third party (including without limitation any Team User) may do any of the following:
- (a) Create a database in electronic or structured manual form by systematically and/or regularly downloading/printing and storing all or any of the Platform Content; or
  - (b) Deep link to, frame, spider, harvest or scrape the Platform Content or otherwise access the EditorEye Platform for similar purposes.
- 7.7 Neither you nor any Team User may attempt to interfere with the proper working of the EditorEye Platform and in particular must not attempt to circumvent security, tamper with or otherwise disrupt any computer system, server, web site, router or any other internet connected device supporting the EditorEye Platform.
- 7.8 MarketClusters reserves the right, but not the obligation, to monitor any activity and Platform Content (including but not limited to User Materials) associated with the EditorEye Platform. MarketClusters may investigate any complaints or reported violation of the EditorEye Platform and these Terms and take any action that MarketClusters deem reasonable and appropriate, which may include, but is not limited to, issuing warnings, suspending, terminating use by you (or your Team Users where applicable) of the EditorEye Platform in accordance with clause 9 or attaching conditions to EditorEye Platform access and/or removing any materials on the EditorEye Platform.
- 8. Liability**
- 8.1 MarketClusters does not provide any warranties in respect of the completeness, accuracy or availability of the Platform Content or otherwise in respect of the Services. MarketClusters does not provide any warranties in respect of the Platform Content. You agree that access by you (and your Team Users where applicable) to and use of the Services and Platform Content available through the EditorEye Platform are on an "as is," "as available" basis. To the fullest extent permitted by law and except as expressly set out MarketClusters specifically disclaim any representations or warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, relating to the Services, the Platform Content and all performance hereunder.
- 8.2 MarketClusters does not provide any warranty that the EditorEye Platform is free from infection by viruses and/or other code that has contaminating or destructive properties. MarketClusters will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.
- 8.3 Where the EditorEye Platform or our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. MarketClusters has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 8.4 You acknowledge and agree that access to and use of the Services may depend on factors beyond MarketClusters' control including but not limited to factors affecting operation of the internet and that MarketClusters shall not be responsible for failure to provide the Services arising from any reasons beyond its control.
- 8.5 You acknowledge that access to the Services shall not be uninterrupted or error free and the EditorEye Platform shall require maintenance from time to time. MarketClusters may suspend the Service for maintenance or emergency repair. MarketClusters undertakes, wherever reasonably possible, to give reasonable notice of any and all maintenance and to undertake such maintenance promptly with a view to minimising interruptions and disruption to the Services.
- 8.6 You acknowledge and agree that:
- (a) the EditorEye Platform provides access to third party websites, information, data and materials and allows Users to curate content and post comments (which are not independently verified by MarketClusters) and that MarketClusters is not responsible for and shall not be liable for the accuracy, completeness, availability or security of those websites, information, data, materials, curated content and postings; and

- (b) you are responsible for ensuring your use of the Platform Content complies with all applicable laws and regulations in the relevant territory and that your use of the Platform Content does not infringe the Intellectual Property Rights of any third party. MarketClusters is not responsible and shall not be liable for your use of the Platform Content or the use of such Platform Content by any Users or Team Users.;
- (c) any agreements, transactions or other arrangements made between you and any third party named on the EditorEye Platform will be with the third party and not with MarketClusters and will be at your sole discretion and responsibility; and
- (d) you shall use the Services for information only and shall not rely on the Services (or any information accessible by the Services) whether for investment or other purposes without independently verifying the accuracy and completeness of such information; and
- (e) MarketClusters makes the Services available for information purposes only and the Services are not intended to address your particular requirements. The Platform Content is not to be deemed as or treated as any form of advice, recommendation, invitation, endorsement or arrangement from MarketClusters or any of its employees.

8.7 MarketClusters shall not be liable to you for any (a) indirect or consequential losses, or special, incidental, punitive, exemplary or other damages; or (b) any loss of income, profits, business, goodwill, data, opportunity (whether or not such loss arises in the normal course of events or MarketClusters have been advised of the possibility of such loss) howsoever arising.

8.8 Subject to clause 8.9 and to the extent that the law permits, MarketClusters' total aggregate liability (whether arising in contract, tort (including negligence) or otherwise) arising out of or in connection with the Services shall not in any event exceed an amount equal to twelve months' Subscription Fees.

8.9 Nothing in these Terms shall exclude or limit MarketClusters' liability for death or personal injury arising from its negligence or any other liability which cannot be excluded or restricted at law.

## 9. Term and Termination

9.1 The Terms between the parties shall commence as of the Commencement Date and (unless or until earlier terminated in accordance with these Terms) shall continue in force for the Term.

9.2 Without prejudice to its other rights and remedies, either party may terminate these Terms forthwith by notice in writing to the other if the other party:

- (a) is in material breach (or in the case of a Multi-User Subscriber, any of its Team Users is in material breach) of any of these Terms and, in the case of a breach capable of remedy, fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it;
- (b) (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect;
- (c) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies;
- (d) becomes or is declared insolvent or convenes a meeting of, or makes or proposes to make any arrangement or composition with, its creditors;
- (e) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets;
- (f) ceases, or threatens to cease, to carry on business; or
- (g) undergoes any analogous or similar event or circumstances in any jurisdiction.

9.3 Other than in accordance with clause 9.2, in the event that under clause 3.7 MarketClusters discontinues, suspends or terminates your access to all of the EditorEye Subscription Services, either party may terminate these Terms forthwith upon giving written notice to the other party and MarketClusters shall on request refund to you the pro rata share of the Subscription Fees paid by you which relates to the unexpired part of the Term in relation to which such annual Subscription Fees were paid.

9.4 Notwithstanding anything to the contrary stated in these Terms, each party shall have the right to pursue any remedies available to it at law or in equity.

9.5 Upon termination of these Terms for any reason the provisions of clauses 1, 2, 3.10, 4.12 and 5 to 11 shall continue in full force and effect without limit of time. Without prejudice to clause 9.6(b) below, if you re-access the EditorEye Platform after termination of these Terms, then these Terms shall apply in full with effect from such first re-access.

9.6 In the event that these Terms are terminated the following shall apply:-

- (a) all rights granted by MarketClusters shall revert to MarketClusters without need for any further formality; and
- (b) you shall not thereafter exploit or use (and shall ensure that no Team User shall exploit or use) the Services.

## 10. Personal Data

10.1 MarketClusters shall store and process any Personal Data in accordance with its Privacy Policy, a copy of which may be accessed via the Website.

## 11. General

11.1 Neither party shall be liable for any delay in performing any of its obligations (other than any payment obligation) hereunder if such delay is caused by an Act of God, flood, storm, fire or other circumstances beyond its reasonable control ("event of force majeure"). A party affected by an event of force majeure shall be entitled to a reasonable extension of time for the performance of any of its obligations under these Terms provided that such party shall endeavour to remedy that situation to minimise the effects of the event of force majeure and establish a contingency plan.

11.2 These Terms, (in the case of Subscribers together with the Order Form or Card Purchase Confirmation (if applicable)) constitute the complete and exclusive statement of the agreement between the parties in relation to the subject matter covered and supersede any previous agreements, correspondence, representations and understandings, written or oral, relating to the subject of these Terms.

11.3 Subject to clause 1.4, no variation or waiver of any of the terms of these Terms shall be valid unless evidenced in writing and signed by or on behalf of both parties.

11.4 No relaxation, delay, forbearance or indulgence of any party in exercising or enforcing nor any failure by any party to exercise or enforce any rights conferred upon it by these Terms shall be deemed a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

- 11.5 Except as otherwise provided herein, no addition, amendment or modification of these Terms shall be effective, unless it is in writing and signed by a duly authorised signatory of each party.
- 11.6 The invalidity, illegality or unenforceability of any provision (or part of a provision) of these Terms under the laws of any jurisdiction shall not affect or prejudice the validity, legality or enforceability of the remaining provisions of these Terms.
- 11.7 You may not assign or subcontract these Terms (nor any of its rights or obligations under these Terms) without MarketClusters' prior written consent. MarketClusters may assign these Terms or any of its rights or obligations under these Terms and may subcontract any of its obligations under these Terms to any third party, provided that it shall remain liable for such obligations.
- 11.8 Any notice sent in connection with these Terms shall be sent by post, email or fax. A notice by post shall be deemed to have been received on the second day after being posted. Any other notice shall be deemed duly received on the date when it is received in full. Notices to MarketClusters shall be sent by email to [clientsupport@marketclusters.com](mailto:clientsupport@marketclusters.com), or by post to MarketClusters' operating office at 40 Craven Street, London WC2N 5NG, UK, or by fax to +44 (20) 7900 6095. Notices to you shall be sent to you at the email or postal address you provide to MarketClusters during any application process or as may be otherwise notified to MarketClusters by you.
- 11.9 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 11.10 The construction, validity and performance of these Terms shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.