

This End User Licence Agreement (“EULA”) is a legal agreement between:

1. **HUBBIX LIMITED**, a company registered in England (company no. **13633936**) with its registered address at Unit 18 Gateway 1000 Whittle Way, Stevenage, England, SG1 2FP (“**Hubbix**”, “**us**” or “**we**”); and
2. you, a person using the Services (who is either a business owner / manager (“**Business User**”) or a business coach, legal advisor, accountant or other professional advisor (“**Advisor**”)), are referred to as an “**End User**” or “**you**”, for use of the cloud-based Hubbix software platform, which is designed to facilitate business development and coaching (“**Platform**”) and the provision of the text (consisting primarily of business focussed questions), materials and/or data supplied by Hubbix via the Platform (collectively defined as “**Data**”).

IMPORTANT NOTICE:

- BY LOGGING INTO THE PLATFORM YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE PLATFORM TO YOU AND YOUR RIGHTS TO LOG INTO THE PLATFORM WILL IMMEDIATELY TERMINATE.

We recommend that you print or save a copy of this EULA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1. The terms of this EULA apply to the Platform or any of the services accessible through the Platform (“**Services**”), including any updates or supplements to the Platform or any Service, unless there are specific contractual terms in relation to such updates or supplements, in which case those terms shall apply.
- 1.2. We may change these terms at any time by emailing you with details of the change or notifying you of a change when you next log into the Platform. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Platform and the Services.
- 1.3. From time to time, updates to the Platform may be released. Depending on the update, you may not be able to use the Platform and the Services until you have accepted any new terms. Certain updates and upgrades may also be subject to additional payment.
- 1.4. You accept responsibility in accordance with the terms of this EULA for the use of the Platform or any of the Services on or in relation to any device, whether or not it is owned by you (“**Device**”).
- 1.5. You acknowledge that we may process Personal Data in relation to you in accordance with our Privacy Policy (as updated from time to time), which is available at www.hubbix.co.uk/privacy. Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in this Privacy Policy. Additionally, by using the Platform or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. The terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9. Clause headings are for reference purposes only and shall not affect the interpretation of this EULA.
- 1.10. A reference to ‘writing’ or ‘written’ includes email unless stated otherwise, but not faxes.

2. ORDER DETAILS

- 2.1. You may place an order for a licence to use the Platform (“**Licence**”) through the Platform (collectively defined as the “**Website**”), which will be provided on an automatically renewing 30 day subscription period (“**Licence Period**”). The order will detail the applicable fees and you will need to submit your payment details and make payment in accordance with clause 3. The Licence may be for full access to the Platform or for certain features only, as specified in the applicable order.
- 2.2. Any orders placed by you will be treated as an offer to purchase a Licence to use the Platform. When you place an order, we will send you a message confirming receipt of your order and containing the details of your order (the “**Order Notification**”). The Order Notification is acknowledgement that we have received your order, and does not confirm acceptance of your offer to purchase a Licence to use the Platform.
- 2.3. We only accept your offer and conclude the contract when we: (i) debit your credit, debit card or any other payment account specified by you; or (ii) send an e-mail confirming to you that we’ve accepted your order (the “**Order Confirmation**”).
- 2.4. By purchasing a Licence, you confirm that you have authority to bind any business on whose behalf you purchase a Licence for.
- 2.5. In the unlikely event that the price shown on the Website is wrong, and we discover this before accepting your order in accordance with clause 2.3, we are not required to provide a licence at the price shown. We always try and ensure that the prices shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the Licence that you have ordered we will let you know as soon as possible and give you the option of re-confirming your order at the correct price or cancelling it.
- 2.6. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay.
- 2.7. If your credit or debit card payment is not processed successfully for any reason, we reserve the right to re-attempt process payment. We will give you at least 48 hours’ notice in advance of any re-attempt to process payment by sending an email to the email address you have provided to us. If you do not want us to re-attempt process payment, you must cancel your order within 48 hours of us sending you this email.

3. FEES AND PAYMENT

- 3.1. In consideration of the provision of the Licence under this EULA, you must pay the charges as set out in the applicable order (which will be debited monthly in advance following the conclusion of any free trial period (if applicable)) . Notwithstanding the fees specified in an order, we reserve the right to increase the fees from time to time at our sole discretion upon providing you with written notice.

- 3.2. All amounts payable must be made in pounds sterling (GBP) and are non-refundable.
- 3.3. All fees are exclusive of VAT, which shall be payable in addition to the fees (where applicable).
- 3.4. You will not be entitled to set-off, counterclaim, deduct or withhold payment under this EULA.
- 3.5. If you do not pay any fees by the relevant due date, we reserve the right to take the following actions:
 - (a) charge interest on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment;
 - (b) suspend the Services we provide to you. We will not be liable for any loss of data that may occur in relation to the suspension of the Services; and/or
 - (c) delete any or all of your User Generated Content (defined below).
- 3.6. We may set-off any liability that you may have to us against any liability that we may have to you.
- 3.7. As a BETA tester, it is agreed that there will be a monthly charge of £45 per user with the understanding that:
 - (a) regular feedback, at least twice a month, will be provided by you regarding your experience using Hubbix;
 - (b) Hubbix is still in BETA phase, while all steps have been taken to ensure data integrity and security, you use the platform at your own risk;
 - (c) you will be the first to access new features however we cannot confirm all software bugs will have been removed before you access them;
 - (d) if the price of the BETA package changes, you will be notified in writing with at least 30 days notice;
 - (e) a monthly or quarterly panel meeting with other users to discuss various aspects of Hubbix including future feature ideas will be required.

The ceasing of any of these points will result in the ceasing of access to Hubbix at the BETA package price of £45.

4. SERVICE LEVELS

- 4.1. Subject to circumstances outside of our reasonable control, we aim to keep the Platform operational:
 - (a) for a minimum of 99% of the time during “**Working Hours**” (9-5pm GMT Monday to Friday, excluding bank holidays in England);
 - (b) 95% of the time overall; and
 - (c) so that 95% of all End Users can log-on within five minutes of their first attempt on any occasion.
- 4.2. We shall use reasonable endeavours to publish the times of planned system outages within the Platform. So far as is reasonably practical, we shall aim to keep any planned system outages outside of Working Hours and shall aim to keep such outages under four hours' continuous duration on each occasion.
- 4.3. We do not warrant that your use of the Platform will be uninterrupted or error-free; or that the Services or Data obtained by you through the Platform will meet your requirements.
- 4.4. We are 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 you acknowledge that the Platform, Services and Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. LICENCE RESTRICTIONS

- 5.1. Except as expressly set out in this EULA you agree:
 - (a) not to copy the Platform, the Services or any underlying source code;
 - (b) not to disclose your login information to the Platform to any other person;
 - (c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
 - (d) not to make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
 - (e) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; and
 - ii. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - (f) not to access all or any part of the Platform, the Services or any Data in order to build a product or service which competes with the Platform;
 - (g) subject to clause 7.5, not to use the Platform, the Services or the Data to provide services to third parties;
 - (h) subject to clause 7.5, not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, Services and/or any Data available to any third party;
 - (i) not to attempt to obtain, or assist third parties in obtaining, access to the Platform, Services and/or any Data, other than as permitted by EULA;
 - (j) not to provide or otherwise make available the Platform in whole or in part (including object and source code), Services and/or any Data in any form to any person without prior written consent from us; and
 - (k) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service,

together defined as “**Licence Restrictions**”.

6. ACCEPTABLE USE RESTRICTIONS AND OBLIGATIONS

- 6.1. You must:
 - (a) not use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including 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, into the Platform, any Service or any operating system;
 - (b) not infringe our Intellectual Property Rights (defined below) or those of any third party in relation to your use of the Platform, Service or any Data, including the submission of any infringing material by you to the Platform;

- (c) not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to your use of the Platform or any Service;
 - (d) not use the Data for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Data or any person;
 - (e) not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - (f) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service,
- together defined as “**Acceptable Use Restrictions**”.
- 6.2. You shall use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend, or that you and we may agree to, from time to time, to ensure that all Data, login information to the Platform and any other similar information which you hold or are responsible for is secure from unauthorised use or access.
- 6.3. Without prejudice to the obligations undertaken in this clause 6, you must notify us immediately upon becoming aware or suspecting that any login information has been used, or may be known, by any third party. In the event that an employee or contractor with access to any login information to the Platform ceases to be employed or engaged by you, you must ensure that such individuals do not continue to use any such login information.
- 6.4. You agree to provide us with all reasonably required information, co-operation and assistance as may be required by us under this EULA in a timely and efficient manner.
- 6.5. You acknowledge that you are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. In this clause “**Intellectual Property Rights**” means any patents, copyright, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 7.2. In this clause “**User Generated Content**” means any new Intellectual Property Rights that are created by you within the Platform, i.e. any text, information, materials or data that you submit to the Platform in response to the Data (consisting of your answers to the questions posed in the Platform). For the avoidance of doubt, User Generated Content is not included within the definition of ‘Data’. The User Generated Content may be exported from the Platform and used externally by you and your Advisors, however, this export will not include any Data (e.g. the questions originally posed to the End User – only the answers will be exported). Any User Generated Content will belong to you and you hereby licence all Intellectual Property Rights in the User Generated Content to Hubbix upon its creation on a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free basis. The End User agrees that Hubbix is permitted to use the User Generated Content with third parties provided that the User Generated Content is anonymised.
- 7.3. You acknowledge that all Intellectual Property Rights in the Platform, the Services and Data belong to us or our licensors, that rights in the Platform and the Data are licensed (not sold) to you, and that you have no rights in, or to, the Platform, the Services or the Data other than the right to use each of them in accordance with the terms of this EULA.
- 7.4. You are hereby granted a non-exclusive, revocable, non-transferable licence to use the Platform, the Services and the Data in the country that you are resident in for your internal business operations. The Platform, the Services and the Data may be used for the duration of the Licence Period and this right will terminate upon the termination or expiry of this EULA and/or your Licence.
- 7.5. Where you are a Business User, you are permitted to make available the Data, including any User Generated Content via the Platform’s dashboard to your Advisor(s). You warrant that you have the permission from the Advisor(s) to upload their personal data (name and email address) into the Product to facilitate their connection to your account in the Platform. We will process this information in accordance with our Privacy Policy. Any Advisor’s use of a Business User’s Data will be subject to the same licence terms as stated clause 7.4. For the avoidance of doubt, each Advisor will be required to obtain a direct Licence (and pay the applicable licence fees) to the Platform in order to access the Data and Services.
- 7.6. You acknowledge that you have no right to have access to the Platform in source-code form.
- 7.7. The End User will indemnify and keep Hubbix and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Hubbix arising out of or in connection with any claim:
- (a) in relation to any User Generated Content infringing a third party’s Intellectual Property Rights;
 - (b) in relation to the accuracy or completeness of any User Generated Content; and/or
 - (c) for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

8. CONFIDENTIALITY

- 8.1. Where the parties have entered into a binding Non-Disclosure Agreement, the terms of that Non-Disclosure Agreement shall prevail over the contents of this clause 8.
- 8.2. A party (“**Receiving Party**”) will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party (“**Disclosing Party**”) or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party’s business, its products and services which the Receiving Party may obtain (“**Confidential Information**”).
- 8.3. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- (a) to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party’s obligations under this EULA;
 - (b) not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party’s obligations under this EULA and provided that such officers, employees, consultants, agents and sub-contractors are made

- aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this EULA); and
- (c) to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 8.4. Nothing in this EULA will prevent the Receiving Party from using or disclosing any Confidential Information which:
- (a) is in or comes into the public domain in any way without breach of this EULA by the Receiving Party or any person or entity to whom it makes disclosure;
 - (b) the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - (c) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - (e) is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 8.5. The parties agree that the obligations and liability with respect to the Confidential Information will continue to apply for a period of five years from the date of termination or expiry of this EULA, provided that the Receiving Party's obligations with respect to Confidential Information that: (i) is Personal Data (as defined by the Data Protection Act 2018 and the UK GDPR (or any successor legislation)); or (ii) is stated as being a trade secret, shall survive for the duration that such information constitutes Personal Data or a trade secret (as applicable) under applicable laws.

9. LIMITATION OF LIABILITY

- 9.1. You acknowledge that the Platform 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 Platform as described in the applicable documentation meet your requirements.
- 9.2. This clause 9 sets out the entire financial liability of Hubbix (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:
- (a) arising under or in connection with this EULA;
 - (b) in respect of any use made by you of the Platform, the Services and the Data or any part of them; and
 - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this EULA.
- 9.3. Except as expressly and specifically provided in this EULA:
- (a) you assume sole responsibility for results obtained from the use of the Platform, the Services and the Data and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services;
 - (b) 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 EULA; and
 - (c) the Platform, the Services and the Data are provided to you on an "as is" basis. Notwithstanding any other provision, we will not be liable if any Data is not current at any time. You acknowledge and agree that whilst the questions within the Platform are updated from time to time, we will not be liable if any information is missing, incomplete, incorrect or erroneous.
- 9.4. Nothing in this EULA limits or excludes the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 9.5. Subject to clause 9.4 and excluding any provisions in this EULA where an indemnity is provided by either party:
- (a) Hubbix will not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) Hubbix's total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this EULA will be limited to the higher of the fees paid by you to us in the 12 months prior to the claim or £1,000.

10. TERMINATION

- 10.1. This EULA and your Licence may be terminated by either party at any time with immediate effect by providing written notice of termination to the other party, provided that all fees for the then current 30 day Licence Period will remain due and payable and no refunds will be provided for any sums paid in advance.
- 10.2. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this EULA with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- (a) a breach by the Defaulting Party of its obligations under this EULA which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
 - (b) an event, including (or similar in nature to) the following:
 - i. the Defaulting Party is unable to pay its debts as they fall due;
 - ii. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - iii. a receiver is appointed in respect of the whole or any part of the Defaulting Party;
 - iv. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
 - v. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.3. Notwithstanding clause 10.2, we may terminate this EULA immediately by written notice to you if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 10.4. On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
 - (b) you must immediately cease all activities authorised by this EULA, including your use of any Services. Any requests for Hubbix to export the User Generated Content in your account on the Platform must be made reasonably in advance of the effective date of termination, otherwise Hubbix has no obligation to undertake such exporting activities and the User Generated Content will be deleted within the Platform;
 - (c) you must provide written confirmation to Hubbix within 14 days of the effective date of termination that you have deleted (and all third parties in possession of the Data have deleted) all Data received through the Platform; and
 - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination shall not be affected or prejudiced.
- 10.5. If, for whatever reason, our relationship with a third party service or data provider is restricted, suspended or terminated which affects our ability to provide the Services or the Data, we will notify you in writing and use reasonable endeavours to recommence the Services and the provision of Data as soon as possible. However, we will have no liability to you for any interruptions or termination of the Services hereunder.

11. COMMUNICATION BETWEEN US

- 11.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to hello@hubbix.co.uk. We will confirm receipt of this by return e-mail.
- 11.2. If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Platform or such other e-mail address linked to your account from time to time.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of Hubbix, failure of a utility service or transport network, act of God, war, pandemic, epidemic, 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 ("**Event Outside Our Control**").
- 12.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control;
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control; and/or
 - (c) where an Event Outside Our Control continues for a period of four weeks or more, we may terminate this Agreement immediately without any liability by providing you written notice.

13. THIRD PARTY PROVIDERS

- 13.1. You acknowledge that the Platform may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk.
- 13.2. Hubbix makes no representation, warranty 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 you, with any such third party.
- 13.3. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not Hubbix. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Platform.

14. MISCELLANEOUS

- 14.1. This EULA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this EULA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this EULA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.
- 14.2. We reserve the right to make changes to this EULA at any time upon providing you with notice, pursuant to clause 1.2.
- 14.3. No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.4. You shall not, without the prior written consent of Hubbix, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA. Hubbix 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 EULA.
- 14.5. Nothing in this EULA is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.6. No one other than a party to this EULA, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 14.7. If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this EULA.
- 14.8. All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address. It is agreed that serving notice by email or fax will not be an effective method of providing notice of a claim under this EULA.

14.9. Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA shall remain in full force and effect.

15. LAW AND JURISDICTION

15.1. This EULA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Signed by

Name

Date