CUSTOMER

TERMS & CONDITIONS

24.6.2019

Sophia Technologies Ltd.

This Agreement sets out the terms that apply to your use of the Website and/or the App and/or the Tutor Engagement Service, to the exclusion of all other terms and conditions.

The Tutor Engagement Service connects Parents (Customers) with Tutors, enabling Parents to book Tuition Session(s) with Tutor(s). We allow Tutors to create profiles App which can be viewed by Parents. We allow Parents to create profiles which can be viewed by Tutors. Tuition Sessions can be booked through the App.

At its absolute discretion, Sophia reserves the right to allow any person to register or create an Account to use the Tutor Engagement Service or cancel or suspend any existing Account if it reasonably forms the view that the Customer's conduct or presence (which may include a breach of the Customer Obligations, is detrimental to the operation of the Tutor Engagement Service and/or the security, welfare or experience of other customers or of Tutors).

1 Definitions and Interpretation

1.1   In this Agreement, the following terms are defined:

- **Account** means the registered user profile of an individual Customer, on the basis of the Account Details.

- **Account Details** means the collection of personal information, payment details and other required information in relation to a Customer.

- **Affiliate** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- **Agreement** means this intermediary agreement between Sophia and Customer, as well as any documents referred to in it.

- **App** means the software application called 'Sophia' which can be downloaded and installed on mobile telephones and/or tablets.

- **Applicable Laws** means any binding laws and regulations (including Data Protection Laws) that apply to a Party's exercise of its rights and obligations under this Agreement.

- **Third Party Providers** means the providers of services described in more detail in Section 3.4.

- **Data Protection Laws** means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the EU Regulation 2016/679 (GDPR) (b) the Data Protection Act 2018 (DPA); and (b) the Privacy and Electronic Communications Regulations 2003; and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

- **Confirmed Booking** means a Booking which has been confirmed by e-mail from Sophia.

- **Customer/You/Yours** means the entity agreeing to these terms and conditions as specified in the Account Details.

- Customer Data means all electronic data or information submitted by Customer in the course of setting up and using the Tutor Engagement Service, including Personal Data.

- Losses means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).

- Malicious Code means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

- Party means either Sophia or the Customer (as the context requires) and Parties means both.

- Session Report means a standard feedback questionnaire to be completed by the Customer and the Tutor after each Tuition Session.

- Sophia/We/Our/Us means Sophia Technologies Limited a limited liability company 64 − 66 Wingate Square, Office 5, London, SW4 0AF.

- Tuition Location means the specific location specified by You for a Tuition Session, at the time of making a Booking.

- Tuition Session means a private tuition session agreed between the Customer and a Tutor through the Tutor Engagement Service.

- Tutor means a registered tutor for the Tutor Engagement Service.

- Tutor Engagement Service means the online, Web-based application provided by Sophia via the App and/or the Website.

- Third Party Data means any information, analysis, report, opinion or data of any kind and on any medium, created by a Third-Party Provider and made accessible to Customer as part of the Tutor Engagement Service.

- Website means www.sophia.app]

1.2   In this Agreement:

1.2.1   a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.2   a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.3   a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and includes all subordinate legislation made from time to time under that statute or statutory provision;

1.2.4   a reference to writing or written includes email sent to an authorised e-mail address, unless expressly excluded;

1.2.5   any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.6   "Data Subject", "Personal Data", "Personal Data Breach", "process", "processing", "transfer" (in the context of transfers of Personal Data) and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Laws.

2   Commencement and Termination

2.1   This Agreement commences when You register your Account and shall continue to be in force until terminated in accordance with the terms of clause 2.2 or clause 2.3.

2.2   This Agreement may be terminated by either Party:

2.2.1   by written notice from a Party if the other Party commits a material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; and

2.3   We may, in addition and without prejudice to Our rights pursuant to clause 2.2.1, terminate this Agreement if You breach the terms of any of the following clauses:

2.3.1   clause 9; or

2.3.2   clause 13; or

2.3.3   clause 14.2.2.

3   Tutor Engagement Service – General Terms

3.1   Updates:

3.1.1   We reserve the right to revise the terms of this Agreement at any time by automated notice to You, using the contact e-mail address in the Account Details or by way of an in-App message.

3.1.2   From time to time, updates to the App may be issued through your App store provider. Depending on the update, You may not be able to use the App until You have downloaded the latest version of the App and accepted any new terms that are part of the update.

3.1.3   You should check the App from time to time to review the current terms, as current terms automatically replace the older terms.

3.2   Account Details:

3.2.1   You must provide Us with such identification documents or other information as we may require from time to time in order to set up your Account and to maintain Your registration.

3.2.2   It is Your responsibility to ensure that the information included in the Account Details is up to date and accurate. Failure to do so might result in an inability to book a Tuition Session and may lead to the termination of Your Account by Us.

3.2.3   You must not share your log-in details or other Account Details with anyone unless We have authorised this. If You do so, We may suspend or terminate your Account.

3.3   Service Standards:

3.3.1   We shall:

3.3.1.1   provide customer services to You at no additional charge if You contact Us during office hours on hello@sophia.app; and

3.3.1.2   use reasonable efforts to make the Tutor Engagement Service available 24 hours a day, 7 days a week, except for:

3.3.1.2.1   planned downtime (We will always try give You at least 8 hours' prior notice via the App and/or the contact e-mail in Your Account Details) and which Sophia shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. GMT/BST Monday); or

3.3.1.2.2   any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes , computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Our possession or reasonable control, and denial of service attacks.

4   Licence and Proprietary Rights

4.1   Subject to clause 4.2, We hereby grant You a non-exclusive, royalty free, worldwide licence to use the App and/or the Website for the sole purpose of using the Tutor Engagement Service.

4.2   The licence granted in clause 4.1 is subject to:

4.2.1   any rules or policies applied by any app store provider or operator from whose site you downloaded the App (App Store Rules);

4.2.2   Your compliance with the Acceptable Use Policy; and

4.2.3   Your compliance with the terms of this Agreement.

4.3   You acknowledge and agree that neither Sophia nor You intend that any Intellectual Property Rights or other proprietary rights transfer from Sophia to You as a result of Your use of the Tutor Engagement Service.

4.4   We do not own any rights, title and interest in and to the Customer Data. Customer Data is deemed Confidential Information under this Agreement. We shall not access Customer's Account, including Customer Data, except to respond to service or technical problems or at Customer's request.

4.5   Sophia shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Tutor Engagement Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Tutor Engagement Service, the App or the Website.

5   Status of Tutors

5.1   Each Tutor is self-employed and an independent contractor. A Tutor is not an employee of Sophia and Sophia merely acts as an intermediary between Tutors and Customers, facilitating Bookings and collecting payments on behalf of Tutor. Sophia is a member of good standing with 'The Tutors Association' and follows the Tutors Association Code of Professional Practice for Tutoring Companies

5.2   Prior to registering a Tutor with the Tutor Engagement Service, We will:

5.2.1   carry out industry-standard vetting processes, including without limitation a background check with the Disclosure and Barring Service (DBS Check); and

5.2.2   ask that each Tutor completes a profile describing briefly his/her tutoring and/or teaching experience.

5.3   In providing the Tutor Engagement Service, We act as the authorised agent of each Tutor and Our authority is limited to:

5.3.1   enabling the interaction between Customers and Tutors via the App or the Website and to enable Customers to book Tuition Session with Tutors; and

5.3.2   charge each Customer for each Tuition Session and pay the Tutor.

5.4   We do not:

5.4.1   verify each aspect of a Tutor's background information;

5.4.2   influence a Tutor's availability; or

5.4.3   mandate or have any direct influence in a Tutor's delivery of a Tuition Session.

6   Engaging with Tutors and Booking a Tuition Session

6.1   You agree to treat Tutors courteously and lawfully and to provide a safe and appropriate environment for them in compliance with all applicable laws and regulations. You also agree to provide them with all reasonable information and co-operation required to enable them to provide the services you have requested.

6.2   When interacting with a Tutor (whether inside the App, the Website or elsewhere) you should exercise caution and common sense to protect your personal safety, details and property, just as you would when interacting with other persons who are unknown to you. We strongly recommend that You communicate with the Tutor through the App, so that there is an independent record.

6.3   We rank registered Tutors into three bands:

6.3.1   Sequoia: Fully Qualified Teachers;

6.3.2   Fir: Experienced Professionals/Trainee Teachers/tutors with 3+ Years' experience; and

6.3.3   Oak: University Students/Graduates/tutors with less than 3 Years, experience,

   and each band has a different standard Tuition Fee.

6.4   Each Tutor will provide his/her availability and You acknowledge that your preferred Tutor, if you have one, may be unavailable from time to time. You will be able to select a Tutor depending on availability, tutoring subject and ranking. Tuition Fees are non-refundable (other than pursuant to clause 7.2.3.2) and payable at the time of making a Booking.

6.5   We recommend that You do not book that Tutor other than through the App or the Website. If You do so, You acknowledge that:

6.5.1   any such booking is not subject to the terms of this Agreement;

6.5.2   neither You nor the Tutor will have the benefit of the insurance policy We provide for Tuition Sessions booked through Our Tutor Engagement Service; and

6.5.3   We reserve the right to suspend or terminate your Account in such circumstances.

6.6   Once your Booking is completed, We will send a confirmation e-mail to You and to the Tutor, after which You can contact the Tutor though the in-App messaging service.

7   Extensions, Delays and Cancelling Bookings

7.1   <u>Extensions and Delays</u>:

7.1.1   If You wish to extend a Tuition Session beyond the agreed time, it is the Tutor's decision whether to agree to Your request or not. For any extension beyond the agreed Booking, the Tutor has the right to charge for the extended time on a pro-rata basis, as calculated using the App. All extensions will be charged by units of 30 minutes.

7.1.2   If the start of the Tuition Session is delayed by more than 30 minutes because You are unable to start at the agreed time, then:

7.1.2.1   the Tutor is entitled to end the Tuition Session as initially agreed, without making any adjustment to the Tuition Fees to reflect the reduced time of the Tuition Session; or

7.1.2.2   if, notwithstanding the delayed start time, You and the Tutor agree to proceed with the Tuition Session for the agreed time allotted, then you must pay before the commencement of the Tuition Session, an additional pro-rata charge.

7.1.3   Additional Tuition Fees shall be payable through the App or the Website, on the same basis as Tuition Fees.

7.2   Cancelling Tuition Sessions:

7.2.1   Your sole right of cancelling a Booking is set out in this clause 7.2.

7.2.2   If You wish to cancel a Booking, You must notify the applicable Tutor by using the in-App message function.

7.2.3   If You cancel a Booking:

7.2.3.1   less than twenty-four (24) hours before the Tuition Session is to commence, We will use Our discretion to either offer You the opportunity to re-schedule the Booking (subject to the Tutor's availability) or to offer You a refund of the Tuition Fee; and

7.2.3.2   up to twenty-four (24) hours before the Tuition Session is to commence, You will be entitled to a full refund of the Tuition Session.

8   Problems with Tutors?

8.1   Sophia is not responsible for any aspect of a Tuition Session, which is the sole responsibility of the applicable Tutor.

8.2   Your contractual relationship for all matters concerning the Tuition Session is with the Tutor and if You have any problems or complaints, You should first try to resolve matters directly with the applicable Tutor. You must do so within 5 Business Days of the applicable Tuition Session, otherwise We will not be able to assist you in accordance with clause 8.3.

8.3   If You have been unable to resolve Your dispute with the Tutor, You can contact Sophia using the "Contact Us" options in the App or on the Website. You must cooperate with Us fully in relation to any questions that We or the applicable Tutor has in relation to the dispute and You must provide Us with any supporting evidence You are able to. We will consider all the facts available to Us and any supporting evidence and then decide whether to issue a refund of the Tuition Fee relating to the Tuition Session that gave rise to the dispute. Our decision is binding and final and by contacting Us in relation to a dispute, You agree that Our decision is Your sole remedy and that You waive any rights or remedies You may have against Sophia in relation to the dispute.

9   Customer Responsibilities

9.1   You must:

9.1.1   provide the Tutor access to the Tuition Location which must, in all cases, represent a space which is fit for purpose for a Tuition Session, with all required facilities (including adequate space for the Tutor and the student, lighting and heating);

9.1.2   ensure the health and safety of the Tutor whilst at the Tuition Location;

9.1.3   ensure that the Student is present, on time and adequately prepared for the Tuition Session; and

9.1.4   complete a Session Report after each Tuition Session.

9.2   <u>Acceptable Use</u>:

9.2.1   You shall not:

9.2.1.1   license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Tutor Engagement Service available to any third Party;

9.2.1.2   send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

9.2.1.3   send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third Party privacy rights;

9.2.1.4   send or store Malicious Code;

9.2.1.5   interfere with or disrupt the integrity or performance of the Tutor Engagement Service or the data contained therein; or

9.2.1.6   attempt to gain unauthorized access to the Tutor Engagement Service or its related systems or networks.

10   Tutor Responsibilities

10.1   A Tutor will:

10.1.1   plan each Tuition Session;

10.1.2   travel to the Tuition Location at their own expense;

10.1.3   be solely responsible for communicating to You (through the App) in the event of the Tutor's inability to attend the Tuition Session on time or at all; and

10.1.4   be asked to complete a Session Report after completing a Tuition Session.

11   Tuition Fees and Payment

11.1   We are authorised to accept payment on behalf of each Tutor for each Tuition Session and Our receipt of the full Tuition Fee will discharge your contractual debt to the relevant Tutor in respect of the Tuition Fee.

11.2   You must submit your payment details at the time of registering Your Account and the full Tuition Fee will be collected at the time You make a Booking. Please note that We cannot confirm a Booking until We have received full payment of the applicable Tuition Fee. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via Verified by Visa where applicable.

11.3   The Tuition Fee varies according to the Tier level of the Tutor, based on qualifications and experience, the duration of the Tuition Session You book and also the location of the Designated Premises. Tuition Fees are subject to change by Sophia and You will be notified through the App and/or via e-mail of updated Tuition Fees. Tuition Fees related to Confirmed Bookings will not change.

11.4   You will not have to pay any additional amounts for a Tutor's involvement in a Tuition Session, other than the Tuition Fee.

12 Confidentiality

12.1 Confidential Information means all information of a Party (Disclosing Party) disclosed to the other Party (Receiving Party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Tutor Engagement Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third Party without breach of any obligation owed to the Disclosing Party.

12.2 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

12.3 Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).

12.4 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12.5 If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

12.6 Sophia shall not use, modify or disclose to anyone other than Authorised Third Parties the Customer Data;

13 Privacy and Data Protection

13.1 Each Party shall carry out its obligations under this Agreement in compliance with the Data Protection Laws.

13.2 By using the Tutor Engagement Service, You agree to comply with Sophia's Privacy Policy and , without prejudice to the generality of the foregoing, You consent to Sophia:

13.2.1 carrying out checks on such documents and information, including by the use of third Parties;

13.2.2 collecting and using technical information about the devices used to access the App or the Website and any related software, hardware and/or peripherals to improve our products and to provide services to you;

13.2.3 monitoring the communication made on the App or on the Website between Customer and Tutors, for the purpose of verifying compliance with these terms. Please also refer to our Privacy Policy.

13.3   You agree that Sophia acts as Data Controller in relation to any Personal Data that You provide to Sophia (or which is provided to Sophia on Your behalf) in relation to the Tutor Engagement Service and as a result of entering into this Agreement and that Sophia shall:

13.3.1   process such Personal Data in accordance with this Agreement and Data Protection Laws;

13.3.2   deploy appropriate technical, organizational and security measures against unauthorized access to or unauthorized alteration, disclosure, destruction or loss of such Personal Data;

13.3.3   ensure that employees used by Sophia to provide the Tutor Engagement Service are aware of and are suitably trained in such technical, organizational and security measures;

13.3.4   maintain the security and integrity of the Tutor Engagement Service and the Customer Data.

13.4   Without prejudice to the generality of the clauses above, We share Your Personal Data with the following third parties and for the following purposes (and We reserve the right to amend this list from time to time by written notice to You):

13.4.1   Security Watchdog (Capita) - For completion of enhanced DBS

13.4.2   Tapoly - Insurance Policy

13.4.3   Stripe - Payment Portal

13.4.4   Mailchimp - Marketing Emails

13.4.5   SendGrid - Admin / App system emails

13.4.6   Freshdesk - Customer Service Queries

13.4.7   HubSpot - CRM at initial point of registration

14   Warranties and Disclaimer

14.1   Each Party represents and warrants that it has the legal power to enter into this Agreement.

14.2   In addition:

14.2.1   Sophia represents and warrants that:

14.2.1.1   it will provide the Tutor Engagement Service in a manner consistent with good industry standards;

14.2.1.2   the Tutor Engagement Service will not contain or transmit to Customer any Malicious Code (excluding any Malicious Code contained in Customer-uploaded attachments or otherwise originating from Customers);

14.2.1.3   the Tutor Engagement Service does not infringe any intellectual property rights of any third party; and

14.2.2   You represent and warrant that:

14.2.2.1   the details that You provide to set up Your Account and which are part of the Account Details are accurate and up to date; and

14.2.2.2   You are at least 16 years old at the time Your Account is registered;

14.2.2.3 You are the owner of the device to which you have downloaded the App, or that you have obtained permission from the owner of that device (who must be at least 16 years old at the time of giving such permission) to download the App; and

14.2.2.4 neither You nor any member of Your household have ever been convicted of any criminal offence.

14.3 Except as expressly provided herein, Sophia makes no warranties of any kind, whether express or implied and specifically disclaims all implied warranties and conditions, to the maximum extent permitted by Applicable Law. Sophia expressly does not warrant that: (i) any Third-Party Data provided to Customer as part of the Tutor Engagement Service is accurate, complete or fit for purpose and (ii) the Tutor Engagement Service will be error-free.

15 Indemnity

15.1 You hereby indemnify (and agree to indemnify on demand) Sophia for all Losses incurred by Sophia, its employees, officers, agents and contractors as a result of or in connection with a breach by You of:

15.1.1 Your obligations under clause 13 and/or under the Data Protection Laws; and

15.1.2 any warranty given by You in this Agreement;

16 Limitation of Liabilities

16.1 Subject to any liability that We are not able to limit or exclude as a result of the operation of Applicable Law, this clause 15 sets out Our entire liability to You (whether in contract or in tort and whether foreseeable or not) arising out of or related to this Agreement.

16.2 Subject to clause 16.1, Our aggregate liability, whether in contract or in tort and whether foreseeable or not, to You for any claims arising out of or in relation to Your use of the App or of the Website shall be limited to £500,000 (Five hundred thousand Pounds Sterling).

16.3 Under no circumstances will We be liable, whether in contract or in tort, to You for:

16.3.1 indirect losses;

16.3.2 consequential losses;

16.3.3 loss of profit;

16.3.4 loss of savings;

16.3.5 loss of goodwill;

16.3.6 any physical damage to Your property by a Tutor; and

16.3.7 any act or omission of a Tutor.

16.4 Subject to the terms of this Agreement, We are covered by an insurance policy for the liabilities arising out of Our operation of the App and of the Website. Subject to the terms of that policy, a Tutor will have the benefit of that policy for Tutoring Sessions booked through the App or the Website. The Tutor will NOT have the benefit of this policy if a tutoring session is booked independently between a Customer and a Tutor.

17 Miscellaneous

17.1 Notices: Any notices required to be given under this Agreement:

17.1.1 to Sophia: must be sent by pre-paid, registered post to the address provided at the start of this Agreement or by e-mail at hello@sophia.app, save that notices of

proceedings must be sent by registered post. A notice delivered by registered post is served 48 hours after posting (as evidenced by a certificate of posting) and a notice served by e-mail is served when the e-mail is received on Sophia's server (as evidenced by server logs).

17.1.2   to the Customer: must be sent by pre-paid, registered post to the address provided in the Account Details or by e-mail to the e-mail address provided in the Account Details, save that notices of proceedings must be sent by registered post. A notice delivered by registered post is served 48 hours after posting (as evidenced by a certificate of posting) and a notice served by e-mail is served when the e-mail is received on Sophia's server (as evidenced by server logs).

17.2   Waiver: A failure or delay by a Party to exercise any right or remedy provided under this MLSA or Service Contract (as applicable) or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this MLSA or Service Contract (as applicable) or by Law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

17.3   A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A Party that waives a right or remedy provided under this Agreement or by Law in relation to another Party does not affect its rights in relation to any other Party.

17.4   Variation: Sophia may vary this Agreement from time to time by written notice to the Customer, such notice to be by e-mail or in-App message.

17.5   Entire Agreement: This Agreement contains the entire agreement between the Parties, and replace all previous agreements and understandings between them, relating to the Tutor Engagement Service.

17.6   Invalidity: Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Law of any jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

17.7   Third Party Rights: The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.8   Applicable Law and Jurisdiction: This Agreement is subject to and shall be governed by English Law and all disputes (contractual or otherwise) shall be subject to the exclusive jurisdiction of the English courts.