

ARBOR API TERMS AND CONDITIONS

This contract should be read in relation to the [Arbor SaaS Terms & Conditions](#), in particular Clause 3.6-3.9

1. Interpretation

1.1 The definitions and rules of interpretation set out below apply in these Terms:

Affiliate	includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.
API	Application Programming Interface made available by Arbor to the Institution, to enable the Institution to interface directly and to allow access to the Institution's information held in the System or to any Third Party Integration which the Institution uses and wishes to interface with via the System
API Call	each call from an Application via the API to interact with the Arbor Platform.
API Data	all data published or made available through the API, along with any related metadata.
API Key	the security key Arbor makes available per school for the Application to access data via the API.
API Limits	the restrictions provided or published by Arbor from time to time.
Application	any application developed by, or on behalf of, the User to interact with the API.
Arbor	Arbor Education Partners Limited, company number 07790198 with registered office at 80 Old Street, London, EC1V 9AZ
Arbor Brand Guidelines	the brand usage guidelines that Arbor may provide or publish from time to time.
Arbor Marks	Arbor's proprietary trade marks, trade names, branding, or logos made available for use in connection with the API or API Data pursuant to these Terms.
Arbor Platform	Arbor's platform and associated services as described at https
Authorised Personnel	any users authorised by Arbor to access the API on behalf of the User via the API Key.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Data Protection Legislation	the UK Data Protection Legislation or other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Derived Data	data created by the User or an End User, now or in future, which has benefited from, derived from, relied on or made any use of, the API or API Data (including, without limitation, where the User or End User has created data by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using the API or API Data).

End Users	the Authorised Personnel, together with any other individuals (such as the User's employees, contractors, or agents) whom the User enables to use or access the API.
Effective Date	the date on which these Terms are accepted by the User in the process of accessing the API for the first time.
Fee	the licence fee (if any) payable by the User to Arbor under 7 .
Feedback	all current and future suggestions, comments or other feedback regarding the API or API Data provided by or on behalf of the User.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
Purpose	to surface API Data within and otherwise facilitate the operation of the Application.
Release	a release of the API that corrects faults, adds functionality or otherwise amends or upgrades the API.
Usage Data	has the meaning given in 9.2 .
User	the entity which accepts these Terms in order to access and use the API.
Virus	any thing or device (including any software, code, file or program) which may: <ul style="list-style-type: none"> • 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 program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise) • adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in section 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.3 Clause headings shall not affect the interpretation of these Terms.

- 1.4 Unless expressly stated otherwise, or the context otherwise requires:
- (a) words in the singular shall include the plural and words in the plural shall include the singular;
 - (b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - (c) a reference to one gender shall include a reference to the other genders; and
 - (d) 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.
- 1.5 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 assignments.
- 1.6 References to clauses are to the clauses of these Terms.

2. Licence

- 2.1 In consideration of the obligations set out in these Terms, Arbor grants to the User a revocable, non-exclusive licence:
- (a) for the Authorised Personnel to access the API solely for the purposes of:
 - (i) internally developing the Application that will communicate and interoperate with the Arbor Platform for the Purpose;
 - (ii) making API Calls in compliance with the API Limits;
 - (b) to display the API Data received from the API, together with any Derived Data, within the Application for the Purpose; and
 - (c) display certain Arbor Marks in compliance with the Arbor Brand Guidelines solely in connection with the use of the API, API Data and the Applications and not in connection with the advertising, promotion, distribution, or sale of any other products or services.
- 2.2 The User's sole means of accessing the API, for the purposes of **2.1**, shall be via the API Key.
- 2.3 In relation to the scope of use set out in **2.1** the User may not:
- (a) make API Calls in excess of the API Limits;
 - (b) remove any proprietary notices from the API or API Data;
 - (c) use the API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;
 - (d) design or permit the Application to disable, override, or otherwise interfere with any Arbor-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
 - (e) use for the purpose of developing or interfacing with any product or software which substantially replicates the functionality of any part of our System, or which competes with any of our Services or products;
 - (f) attempt to cloak or conceal the User's identity or the identity of the Application when requesting authorisation to use the API or making an API Call;

- (g) except to the extent expressly permitted under this 2, the User shall not (and shall ensure each End User does not), without prior agreement with Arbor:
 - (i) combine or integrate the API or API Data with any software, technology, services, or materials;
 - (ii) pass or allow access to the API or API Data to any third party (other than surfacing the API Data within the Application); nor
 - (iii) access all or any part of the API or API Data to build a product and/or service which competes with the API or the products or services provided by Arbor.

2.4 Except as expressly stated in this 2, the User has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API or the Arbor Platform, in whole or in part (except to the extent that applicable law overrides this provision).

2.5 The User shall not use the API or API Data other than as specified in this 2 without the prior written consent of Arbor.

2.6 Without prejudice to its other rights and remedies under these Terms, should the User use the API or API Data other than as specified in this 2 without the prior written consent of Arbor, Arbor may, in its sole discretion and without prejudice to any other rights it may have, terminate or suspend the User's access to and use of the API and the API Data on written notice with immediate effect.

2.7 Arbor reserves the right to revoke this licence (with prior notice issued) if the User does not accept these or updated future versions of the Terms and Conditions.

3. User responsibilities

3.1 The User must register for a Developer Account via the [Arbor Developer Portal](#) to use and access the API. The User must not share portal or app credentials with any third party, and must keep credentials secure.

3.2 The User shall:

- (a) without affecting its other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms;
- (b) carry out all of its responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in the User's provision of such assistance as agreed by the parties, Arbor may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (c) keep a complete and accurate record of:
 - (iv) its End Users;
 - (v) its development of the Application;
 - (vi) its use of the API and API Data;
 - (vii) its other obligations under these Terms,and produce such records to Arbor on request from time to time; and
- (d) notify Arbor as soon as it becomes aware of any unauthorised use of the API or API Data by any person.

3.3 Subject to 11.3, the User is responsible and liable for all uses of the API resulting from access provided by the User, directly or indirectly, whether such access or use is permitted by or in breach of these Terms, including use with any Application or third-party software. Without limiting the generality of the foregoing, the User is responsible for all acts and omissions of End Users in connection with the Application and their

use of the API and API Data, if any. Any act or omission by an End User that would constitute a breach of these Terms if taken by the User will be deemed a breach of these Terms by the User. The User shall take reasonable efforts to make all End Users aware of these Terms's provisions as applicable to such End Users and shall cause End Users to comply with such provisions.

- 3.4 The User shall monitor the use of the API for any activity that breaches applicable laws, rules, and regulations or any terms and conditions of these Terms, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Applications from further use of the Applications.

4. Releases

- 4.1 The User is required to make any change to the Application that is required for integration as a result of any Release at the User's sole cost and expense as soon as reasonably practicable after receipt.

5. Feedback

- 5.1 The User may, in its discretion, provide Feedback to Arbor, but Arbor shall not be obliged to take any action in response to the Feedback.
- 5.2 Feedback, even if marked confidential, will not create any confidentiality obligations on Arbor unless Arbor has otherwise agreed in writing, signed by an authorised signatory of Arbor.
- 5.3 Without prejudice to its other rights and remedies (including under these Terms), Arbor will be free to use, disclose, reproduce, distribute, implement in the Arbor Platform or API and otherwise commercialise all Feedback provided by the User without obligation or restriction of any kind, and the User hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

6. Audit

- 6.1 Arbor, or its representative, may physically or remotely monitor and audit the User's use of the API and the API Data to ensure the User is complying with the terms of these Terms, provided any physical audit shall take place on reasonable advance notice and at reasonable times. Such an audit may include an audit of the Usage Data to verify the name and password of each End User.
- 6.2 If the audit referred to in 6.1 reveals that the API or API Data has been used or accessed other than in accordance with these Terms, then, without prejudice to Arbor's other rights, the User shall promptly disable such access and use and Arbor shall be entitled to revoke any existing passwords, or not issue any new passwords, to any End User so implicated in the unauthorised use or access.
- 6.3 The User shall keep complete and accurate records to demonstrate its compliance with the terms of these Terms, and the fulfilment of its obligations under it, including those matters set out at 3.2(c) and shall make such records available for inspection by Arbor, or Arbor's representative, as part of the audit referred to in 6.1.

7. Fees

- 7.1 The User shall pay to Arbor the licence fee for usage of and support for the API under these Terms, if any, set out in an API Fees Addendum.
- 7.2 All sums payable under these Terms are exclusive of VAT or any relevant local sales taxes, for which the User shall be responsible.
- 7.3 If the User fails to make any payment due to Arbor under these Terms by the due date for payment, then the User shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of

England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The User shall pay the interest together with the overdue amount.

8. Confidentiality and publicity

- 8.1 Each party shall, during the term of these Terms and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of these Terms) nor without the prior written consent of the other disclose to any third party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.
- 8.2 For the avoidance of doubt the API, the API Data and the API Key shall be considered the confidential information of Arbor for the purposes of these Terms.
- 8.3 Arbor shall be entitled to reference the User as a user of the API and the API Data in Arbor's general marketing literature, including on Arbor's website and other online platforms. The reference to the User for these purposes may include a reference to the User's corporate name and to any of its trade names and trademarks.
- 8.4 Save as provided for in 8.3, no party shall make, or permit any person to make, any public announcement concerning these Terms without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9. Data protection

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.2 Arbor may collect certain information about the User and its personnel, representatives and agents, including End Users, in connection with these Terms, as set out in the then-current version of Arbor's privacy policy, available at arbor-education.com (Usage Data). This may include information collected through the API or the Arbor Platform. By entering into these Terms, and accessing, using, and providing information to or through the API or the Arbor Platform, User consents, and shall procure all required consents from its personnel, representatives and agents (including End Users) to all actions taken by Arbor with respect to the Usage Data in compliance with the then-current version of Arbor's privacy policy. In the event of any inconsistency or conflict between the terms of the then-current privacy policy and these Terms, the privacy policy will take precedence.
- 9.3 The parties acknowledge that the Usage Data is processed by Arbor as a controller for the purposes of the Data Protection Legislation.
- 9.4 Without prejudice to the generality of 9.1 the User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data (including Usage Data) to Arbor for the duration and purposes of these Terms so that Arbor may lawfully use, process and transfer this data in accordance with these Terms; including in relation to the role outlined in 9.3.

10. No warranties

- 10.1 Arbor:

- (a) does not warrant that:
 - (i) the User's use of the API will be uninterrupted or error-free;
 - (ii) the API and/or the API Data obtained by the User through the API will meet the User's requirements; nor
 - (iii) the API or the API Data will be free from Vulnerabilities or Viruses.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the API and API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

10.2 These Terms shall not prevent Arbor from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

11. Limits of liability

11.1 Except as expressly and specifically provided in these Terms:

- (a) the User assumes sole responsibility for results obtained from the use of the API and the API Data by the User, and for conclusions drawn from such use. Arbor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Arbor by the User in connection with the API, or any actions taken by Arbor at the User's direction;
- (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 these Terms; and
- (c) the API and the API Data are provided to the User on an "as is" basis.

11.2 Except as expressly stated in **11.3**:

- (a) Arbor shall not in any circumstances have any liability for any losses or damages which may be suffered by the User (or any person claiming under or through the User), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if Arbor was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;
 - (vi) loss or corruption of data,

provided that this 11.2(a) shall not prevent claims for loss of or damage to the User's tangible property that fall within the terms of 11.2(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this 11.2(a); and

- (b) the total liability of Arbor, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the higher of £100 and the total Fees paid during the 12 months preceding the date on which the claim arose.

11.3 The exclusions in 11.1 and 11.2 shall apply to the fullest extent permissible at law, but Arbor does not exclude liability for:

- (a) death or personal injury caused by the negligence of Arbor, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which may not be excluded by law.

11.4 All references to "Arbor" in this 11 shall, for the purposes of this clause and 20 only, be treated as including all employees, subcontractors and suppliers of Arbor and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with 20.

12. Intellectual property rights

12.1 All rights, title and interest in any Derived Data and Feedback shall vest in Arbor on creation. The User hereby assigns to Arbor absolutely with full title guarantee all right, title and interest in and to the Derived Data and Feedback including:

- (a) the entire copyright and all other rights in the nature of copyright subsisting in the Derived Data and the Feedback;
- (b) any database right subsisting in the Derived Data and the Feedback;
- (c) all other rights in the Derived Data and the Feedback of whatever nature, including Intellectual Property Rights, whether now known or created in the future, to which the User is now, or at any time after the date of these Terms may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world; and
- (d) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Derived Data and the Feedback;

in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of these Terms.

12.2 All use by the User of the Arbor Marks, if any, will comply with any usage guidelines that Arbor may specify. The User acknowledges that the User's use of Arbor Marks in connection with these Terms will not create any right, title, or interest in or to Arbor Marks in favour of the User and all goodwill associated with the use of Arbor Marks will inure to the benefit of Arbor.

- 12.3 The User will promptly notify Arbor if the User becomes aware of any infringement of any Intellectual Property Rights in the API, API Data, Derived Data, Feedback or the Arbor Marks and will fully cooperate with Arbor in any legal action taken by Arbor to enforce Arbor's Intellectual Property Rights.
- 12.4 The User acknowledges that all Intellectual Property Rights in the API, API Data, Derived Data, Feedback and Arbor Marks, belong and shall belong to Arbor, and the User shall have no rights in or to the same other than the right to use it in accordance with the terms of these Terms.
- 12.5 Arbor undertakes at its own expense to defend the User or, at its option, settle any claim or action brought against the User alleging that the possession or use of the API, API Data or Arbor Marks (or any part thereof) in accordance with the terms of this licence infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the User as a result of or in connection with any such Claim. For the avoidance of doubt, 12.5 shall not apply where the Claim in question is attributable to possession or use of the API, API Data or Arbor Marks (or any part thereof) by the User other than in accordance with the terms of this licence, use of the API or API Data in combination with any hardware or software not supplied or specified by Arbor if the infringement would have been avoided by the use of the API or API Data not so combined, or use of a non-current release of the API or API Data.
- 12.6 If any third party makes a Claim, or notifies an intention to make a Claim against the User, Arbor's obligations under 12.5 are conditional on the User:
- (a) as soon as reasonably practicable, giving written notice of the Claim to Arbor, specifying the nature of the Claim in reasonable detail;
 - (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Arbor (such consent not to be unreasonably conditioned, withheld or delayed);
 - (c) giving Arbor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the User, so as to enable Arbor and its professional advisers to examine them and to take copies (at Arbor's expense) for the purpose of assessing the Claim; and
 - (d) subject to Arbor providing security to the User to the User's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Arbor may reasonably request to avoid, dispute, compromise or defend the Claim.
- 12.7 If any Claim is made, or in Arbor's reasonable opinion is likely to be made, against the User, Arbor may at its sole option and expense:
- (a) procure for the User the right to continue to use the API, API Data or Arbor Marks (or any part thereof) in accordance with the terms of this licence;
 - (b) modify the API, API Data or Arbor Marks so that the same ceases to be infringing;
 - (c) replace the API, API Data or Arbor Marks with non-infringing versions; or
 - (d) terminate this licence immediately by notice in writing to the User and refund any of the Fees paid by the User as at the date of termination (less a reasonable sum in respect of the User's use of the API and API Data to the date of termination) on return of all copies thereof,

provided that if Arbor modifies or replaces the API or API Data, the modified or replacement versions must comply with the warranties contained in 10 and the User shall have the same rights in respect

thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

12.8 This 12 constitutes the User's exclusive remedy and Arbor's only liability in respect of Claims.

13. Duration and termination

13.1 These Terms shall apply from the date on which the User first uses or otherwise accesses the API and shall continue until such usage is terminated by either party on notice to the other, provided that any such notice provided by the User shall only terminate on the expiry of any then-existing subscription period.

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

13.3 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13.4 On termination for any reason:

- (a) all rights granted to the User under these Terms shall cease;
- (b) the User shall cease all activities authorised by these Terms;
- (c) the User shall immediately pay to Arbor any sums due to Arbor under these Terms; and
- (d) the User shall immediately delete or return to Arbor (at Arbor's option) Data extracted from the API, schema documentation and Derived Data then in its possession, custody or control and. Or, in the case of deletion, certify to Arbor that it has done so.

13.5 Any provision of these Terms which expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect.

14. Sub-licensing

14.1 The User shall not:

- (a) sub-license, assign or novate the benefit or burden of these Terms in whole or in part;
- (b) allow the API or API Data or Derived Data to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under these Terms,

without the prior written consent of Arbor, such consent not to be unreasonably withheld or delayed.

14.2 Arbor may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under these Terms, provided it gives written notice to the User.

14.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Waiver

15.1 No failure or delay by a party to exercise any right or remedy provided under these Terms 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, unless such waiver is set out in writing and signed by the waiving party (or its authorised representative). 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.

16. Remedies

16.1 Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Entire agreement

17.1 These Terms contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

17.2 Nothing in this clause shall limit or exclude any liability for fraud.

18. Variation

18.1 No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Severance

19.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

20. Third-party rights

20.1 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any 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.

21. No partnership or agency

21.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Force majeure

22.1 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

23. Governing law and jurisdiction

23.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).