

CLEARCAST LIMITED

Agreement for API Subscription Service

This agreement (the “**Agreement**”) is entered into by the organisation or entity whose details were provided in the API Subscription Service sign-up process (referred to in this Agreement as “**you**”, “**your**” or the “**Company**”) and Clearcast Limited of 4 Roger Street, 2nd Floor, London, WC1N 2JX (company no. 06290241) (“**we**”, “**us**”, “**our**” and “**Clearcast**”). Each of Clearcast and the Company is referred to as a “**Party**”, and together, the “**Parties**”.

By clicking or tapping any button or box marked “accept”, “agree” or “ok” (or a similar term) referencing this Agreement, you confirm that:

- **You understand and agree that Clearcast may decline your request to sign up for the Service for any reason and in its sole discretion.**
- **Conditional on Clearcast’s approval of your sign-up request, you are bound by this Agreement.**
- **You have the legal capacity to enter into this Agreement, either as an individual or as an authorised representative of your Company.**

You should print and keep a copy of this Agreement for future reference.

Your attention is drawn in particular to the warranties, indemnities and limitations of liability in Clauses 9 and 10.

1 Introduction, definitions and interpretation

1.1 This Agreement forms the basis upon which Clearcast will provide you with the Service.

1.2 In this Agreement, the following definitions apply:

‘API’	the application programming interface between your information technology environment Clearcast’s IT environment, by which we will deliver the API Data.
‘API Data’	the JSON data files (and the contents of those files) produced or made available by Clearcast to the Company under this Agreement, as more particularly described at the Website.
‘Authorised User’	an individual at the Company to whom Clearcast has provided credentials to use the API.
‘Commencement Date’	the date when Clearcast has completed the steps set out in Clause 2.1.
‘Computer’	means a physical or virtual central processing unit.
‘Confidential Information’	anything that is marked as “confidential” or that could reasonably be considered to be confidential, including: (a) any confidential information relating to the business, affairs, strategies or staff of Clearcast; (b) the API Data; (c) any API keys, access tokens or login details under this Agreement; and (d) the terms of this Agreement.

‘Control’	the power, direct or indirect, to direct or cause the direction of the management and policies of any person or entity, whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 30% of the voting rights of a second entity shall be deemed to control that second entity. The terms “Controlling” and “Controlled” shall have a corresponding meaning.
‘Data Protection Legislation’	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including the privacy of electronic communications).
‘Derived Data’	any data, information, documents or materials that have been created by: (a) manipulating the API Data (or any part of it); and/or (b) aggregating or combining any API Data (whether with or without any other data or information).
‘Documentation’	all service descriptions, manuals, instructions, materials and/or other documents or information provided or otherwise made available to you by Clearcast in relation to the Service, including at the Website.
‘Fees’	the fees payable by the Company for Clearcast’s provision of the Service, as notified to you during the sign-up process.
‘Force Majeure Event’	any event outside either Party’s reasonable control that prevents or restricts its ability to comply with its obligations under the Agreement, including mechanical breakdown, maintenance, or hardware or software upgrades; telecommunication connectivity problems; outages by service provider(s); power shortage; network failure; server crashes; deletion, corruption, loss or removal of data; war, fire, flood, earthquake, storm, explosion or accident; epidemic or pandemic; acts of terrorism; civil commotion; labour or industrial dispute; or any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.
‘Group’	either Party, together with any person or entity Controlling, Controlled by or under common Control of such Party from time to time.
‘Intellectual Property Rights’	patents, utility models, rights to inventions, copyright and related rights, trade marks 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 products, 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.
‘Permitted Computers’	the maximum number of Computers permitted to access the API on behalf of the Company, as specified during your sign-up process or otherwise agreed between the Parties from time to time.
‘Service’	Clearcast’s API subscription service, as described on the Website.
‘Subscription Term’	the subscription term that you selected during the sign-up process or as otherwise agreed between the Parties from time to time.
‘Term’	has the meaning given at clause 11.1.
‘Territory’	Worldwide.
‘UK Data Protection Legislation’	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
‘Usage Data’	information about how the Company and its Authorised Users use and interact with the Service.
‘Website’	the website at library.clearcast.co.uk/api/v2/ , or such other URL as may be notified by Clearcast to the Company from time to time, and as may be updated by Clearcast from time to time.
‘Working Days’	Monday to Friday inclusive (excluding English public holidays and bank holidays).
‘Year’	a calendar year during the Term (or part of such a calendar year, as the context may require).

1.3 Unless the context otherwise provides or requires:

- 1.3.1 references to Clauses are to clauses of this Agreement;
- 1.3.2 the headings in the Agreement are for convenience only and shall not affect its construction or interpretation;

- 1.3.3 use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;
- 1.3.4 words denoting persons or third parties shall include natural persons, bodies corporate, unincorporated associations and partnerships;
- 1.3.5 references to any party shall include that party's personal representatives, successors or permitted assigns;
- 1.3.6 any reference to a statute, directive, regulation, code or guideline is a reference to such legislation as amended, modified or re-enacted from time to time;
- 1.3.7 an obligation not to do any act includes an obligation not to allow the act to be done;
- 1.3.8 a reference to **writing** or **written** includes email but not fax; and
- 1.3.9 any words introduced by the terms '**including**', '**include**' '**in particular**', '**for example**' or any similar expression shall be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

2 Service and users

- 2.1 The agreement is conditional on, and will not come into force until, Clearcast has:
 - 2.1.1 agreed to provide the Services to the Company (which Clearcast may accept or reject in its sole discretion); and
 - 2.1.2 onboarded the Company as a user of the Services.
- 2.2 Clearcast shall use reasonable endeavours to provide you with the Service during the Term on the terms and conditions of this Agreement.
- 2.3 Clearcast may notify the Company during the sign-up process that its use of the API is limited to a specified number of Authorised Users. The Company may request additional Authorised Users by contacting Clearcast in accordance with Clause 15.10 below. Clearcast reserves the right to accept or reject any such requests in its sole discretion and to charge additional Fees for additional Authorised Users.
- 2.4 Each Authorised User of the API shall have their own individual API access token and log-in details. The Company undertakes that it shall not:
 - 2.4.1 allow any Authorised User's account, log-in details or API access token to be used by more than one individual; or
 - 2.4.2 where applicable, use the Service on more than the number of Permitted Computers.

3 The Company's obligations

- 3.1 The Company shall:
 - 3.1.1 pay the Fees in accordance with Clause 4; and
 - 3.1.2 use the API Data and the Service only in accordance with the terms of this Agreement and with all applicable laws.
- 3.2 The Company shall not:

- 3.2.1 access all or any part of the Services, the API Data or the Documentation in order to build a product or service which competes with the Services, the API Data or the Documentation;
- 3.2.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;
- 3.2.3 use the Services in a manner that Clearcast determines, in its sole discretion, to be excessive (including, as applicable, in respect of the number of calls made to the API; and/or the number of changes to the Authorised Users);
- 3.2.4 attempt to obtain, or assist third parties in obtaining, access to the API Data or the Service (other than as provided under this Agreement);
- 3.2.5 use, or permit the use of, the Service in any way that might degrade the Service for other users or compromise its security (including by conducting 'brute force' attacks); or
- 3.2.6 introduce or permit the introduction of any virus or vulnerability into the Platform or Clearcast's network or information systems.

4 Fees

- 4.1 Unless otherwise agreed by Clearcast, the Fees shall be payable in advance for the forthcoming Subscription Term. Depending on the subscription tier you have selected, Fees may be payable by debit/credit card or by invoice. Fees paid by card shall be payable upfront prior to the commencement of any relevant Subscription Term. If you have chosen to pay by invoice, Clearcast will issue an invoice for the Fees on or prior to the Commencement Date (or the first day of each subsequent Subscription Term), and each invoice shall be payable by the Company within thirty (30) days of the date of the invoice. Invoices shall be payable by direct bank transfer or by any other method agreed by the Parties from time to time.
- 4.2 The Fees shall not be refundable (in whole or in part) for any reason, save that in the event that this Agreement is terminated by the Company pursuant to Clause 11.3.1, in which case Clearcast shall refund, on a pro-rated basis, the amount of Fees that would correspond to the remainder of the Subscription Term.
- 4.3 All Fees payable to Clearcast under this agreement:
 - 4.3.1 are exclusive of value added tax, which shall be payable by the Company in addition at the rate and in the manner prescribed by law; and
 - 4.3.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 Clearcast shall be entitled to set off or withhold any amount owed to the Company under this Agreement against any amount payable by the Company to Clearcast.
- 4.5 Without prejudice to any other right or remedy Clearcast might have, if the Company fails to pay Clearcast any sum due under this Agreement on the due date for payment, Clearcast may:
 - 4.5.1 charge the Company for any additional administration and legal costs that Clearcast may incur as a consequence of such late payment; and
 - 4.5.2 charge the Company from the date due for payment to the actual date of payment at the rate of 3% above the Bank of England base rate of from time to time in force (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

- 4.6 No more than once per calendar year during the Term, Clearcast may increase the fees by up to the Consumer Price Index increase for the preceding year plus 7%. In the event that Clearcast increases the Fees pursuant to this Clause, Clearcast shall:
- 4.6.1 notify you of such increase(s) in writing at least ninety (90) days prior to the date of such increase(s) coming into effect (the “**Increase Date**”); and
 - 4.6.2 if the Increase Date falls in the middle of a Subscription Term, issue an invoice for the increased Fees no sooner than thirty (30) days prior to the Increase Date.

5 Intellectual Property Rights

- 5.1 The Company acknowledges that all of the Intellectual Property Rights in the API, the API Data, the Service and the Usage Data are owned by Clearcast and its licensors and shall remain at all times vested absolutely in Clearcast and such licensors.
- 5.2 The Company acknowledges and agrees that Clearcast will collect Usage Data and use it for Clearcast’s internal business purposes (including understanding how the Company uses the Service and improving and developing Clearcast’s products and services).
- 5.3 Clearcast grants to the Company, or shall procure the grant to the Company, during the Term, a non-exclusive, non-transferable limited licence to access, copy, print, download and use the API Data on the terms of this Agreement. This licence is non-sub-licensable save with Clearcast’s prior written consent (which it may withhold in its sole discretion). In the event that Clearcast does permit sub-licensing, the Company shall procure that any such sub-licensees comply at all times with the terms of this Agreement (and shall be fully liable to Clearcast if they should fail to do so).
- 5.4 Save as expressly permitted by this Agreement, or by sections 50A to 50D (inclusive) of the Copyright, Designs and Patents Act 1988 (as may be amended from time to time), the Company shall not:
- 5.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service and/or Documentation (as applicable) in any form or media or by any means; or
 - 5.4.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service.

6 Permitted API data use

- 6.1 The Company shall comply with the usage restrictions set out in this Clause 6.
- 6.2 The Company shall use the Service and the API Data solely for its own use and benefit in relation to its internal day-to-day business operations. Without limitation to the foregoing, the Company agrees that it shall not without Clearcast’s prior written consent:
- 6.2.1 send, share or transmit the API Data outside of the Company; or
 - 6.2.2 commercialise, exploit, re-sell or redistribute (in whole or in part) the API Data to any third party.
- 6.3 The Company may create Derived Data from the API Data, provided that the Derived Data:
- 6.3.1 is used by the Company solely for its own use and benefit in relation to its internal day-to-day business operations; and
 - 6.3.2 is not commercialised, exploited, sold or distributed (in whole or in part) to any third party.

- 6.4 Without limiting Clauses 6.2 and 6.3, the Company shall not:
- 6.4.1 conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the API, the Service or the API Data (including by using, or permitting the use of, any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the API, the Service or the API Data); or
 - 6.4.2 use, or permit the use of, the Service or the API Data for the development, training, fine-tuning or validation of AI systems or models.

The provisions in this Clause 6.4 should be treated as an express reservation of Clearcast's rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790) and any comparable law in any other jurisdiction worldwide.

- 6.5 Clause 6.4 shall not apply insofar as (but only to the extent that) Clearcast is unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

7 Confidential Information and security

- 7.1 Subject to Clause 7.3, the Company undertakes to Clearcast:
- 7.1.1 to keep the Confidential Information confidential; and
 - 7.1.2 not to disclose the Confidential Information in whole or in part to any other person without Clearcast's prior written consent.
- 7.2 Without limitation to Clause 7.1 above, the Company shall keep all digital and physical materials containing the API Data or any Derived Data under its control and in its possession at all times.
- 7.3 Clause 7.1 shall not apply to:
- 7.3.1 any disclosures that the Company is required to make by law or by any regulatory body, provided that:
 - a) the Company first notifies Clearcast of the requirement (if not prohibited by applicable law); and
 - b) upon Clearcast's request, the Company uses commercially reasonable efforts to assist Clearcast, at Clearcast's sole expense, in seeking an appropriate protective order; and
 - c) the Company discloses the minimum possible amount of Confidential Information necessary to comply with such law or the orders of such regulatory body;
 - 7.3.2 information that has come into the public domain through no fault of the Company;
 - 7.3.3 information that the Company develops independently (without the benefit of Confidential Information) or receives from a third party (which is not in breach of a continuing obligation of confidentiality to Clearcast); or
 - 7.3.4 the Company's right to share the Confidential Information with its officers, directors, employees, professional advisors, consultants and auditors, each of whom will be informed of the confidential nature of the Confidential Information and instructed to treat such information confidentially and the Company shall be liable to Clearcast if any such third party should fail to comply with the terms of this confidentiality obligation.
- 7.4 If Clearcast has given its prior written consent to the Company disclosing any Confidential Information to any third party (a "**Recipient**") (which consent Clearcast may withhold in its

sole discretion), the Company must, prior to disclosing such Confidential Information, enter into an agreement with the Recipient which:

7.4.1 requires the Recipient to keep the Confidential Information confidential; and

7.4.2 provides that the Recipient shall not be permitted to further disseminate or make available the API Data to any third party without Clearcast's prior written consent, and the Company shall be liable to Clearcast for any breach of such agreement by the Recipient.

7.5 The obligations of confidentiality set out in this Clause 7 shall survive termination or expiry of this Agreement.

8 Data protection and security

8.1 Clearcast and the Company will comply with all applicable requirements of Data Protection Legislation in performing their obligations and exercising their rights under this Agreement. In particular, the Company shall ensure that any personal data provided by it to Clearcast is provided in compliance with the Company's obligations under the Data Protection Legislation and any contract.

8.2 Without prejudice to clause 7.1, the Company shall implement reasonable technical and organisational measures to ensure the security and use of the Service and the API Data. In particular, such measures shall include encryption (such as AES-256) for data at rest; TLS for data in transit; access controls; and regular vulnerability assessments.

8.3 The Company shall:

8.3.1 notify Clearcast without undue delay upon becoming aware of any breach of security affecting the Service and/or the API Data (each a "**Security Incident**");

8.3.2 use its reasonable endeavours promptly to remedy any Security Incidents; and

8.3.3 provide Clearcast with reasonable assistance in investigating any Security Incident.

9 Warranties and indemnity

9.1 Each Party warrants to the other that it is free to enter into this Agreement and to perform its obligations under this Agreement.

9.2 The Company will indemnify, and keep fully and effectively indemnified, Clearcast on demand from and against any liability, losses, damages, costs and expenses of any nature incurred by Clearcast directly or indirectly to the extent arising as a consequence of, or in connection with, a breach by the Company of Clauses 6 and 7. The indemnity in this Clause shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

10 Limitation of liability

10.1 Clearcast shall use reasonable endeavours to provide the Service with reasonable skill and care. However, the Company acknowledges and agrees that its access to, and use of, the Service may be limited or prohibited from time to time, including as a result of outages, and routine and emergency maintenance and Clearcast shall have no liability for the Company's inability to access or use the Service during such times. Clearcast shall use reasonable endeavours to notify the Company of any outages or any planned or emergency maintenance in respect of the Service as soon as reasonably practicable (and in respect of any planned maintenance, in advance of such maintenance occurring) but the Company acknowledges that it may not always be possible for Clearcast to do so.

- 10.2 Subject to Clause 10.3, each Party's liability to the other arising out of, or in connection with, this Agreement shall not exceed in any calendar year an amount equivalent to the Fees payable by the Company for the Service in such calendar year.
- 10.3 Subject to Clauses 10.4 and 10.5, the Parties shall have no liability to each other in respect of any: (a) loss of income, (b) loss of actual or anticipated profits, (c) loss of goodwill or reputation, or (d) indirect or consequential loss or damage of any kind.
- 10.4 Notwithstanding anything contained in this Agreement, neither Party excludes or limits its liability for personal injury or death caused by the negligence of that Party, for fraud, or for any other matter in respect of which liability cannot by applicable law be limited or excluded.
- 10.5 The limitations of liability set out in Clauses 10.1 and 10.3 shall not apply in respect of liability incurred by the Company under Clause 9.2, nor shall they limit or exclude the Company's liability for failure to pay any Fees in accordance with this Agreement.
- 10.6 The Company acknowledges and agrees that the Service is made available to the Company on an "as is" and "as available" basis. All warranties, conditions and other terms, express or implied (by statute or otherwise) are, unless expressly set out in this Agreement, excluded from this Agreement to the fullest extent permitted by law.
- 10.7 Clearcast shall be relieved from the performance of any of its obligations under this Agreement to the extent that Clearcast's performance is prevented or delayed by any act or omission of the Company.
- 10.8 The Company acknowledges that Clearcast shall not be held to be in breach of this Agreement or Clearcast or its third party licensors otherwise liable in the event that the API Data or the Service is not available or does not function to any implied or express standards or specifications where such event is caused by the misuse of the API Data, the Service or the Documentation by the Company.

11 Term and termination

- 11.1 This Agreement shall commence on the Commencement Date and, unless it is terminated earlier in accordance with its terms, it shall auto-renew for successive Subscription Terms (together, the "**Term**").
- 11.2 Either Party may prevent this Agreement from auto-renewing by giving the other Party written notice prior to the expiry of the then-current Subscription Term. Clearcast will continue to provide the Service until the final day of the then-current Subscription Term, after which time the Agreement shall terminate.
- 11.3 Either Party may terminate this Agreement immediately by written notice if the other Party:
- 11.3.1 commits any material or persistent breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within thirty (30) days of being required to do so by notice in writing from the other Party; or
 - 11.3.2 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 11.3.3 has a receiver, administrator, administrative receiver or trustee in bankruptcy appointed over it or over any part of its undertaking or assets, or if it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent

- amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; or
 - 11.3.4 becomes subject to an administration order or if it enters into any voluntary agreement with its creditors; or
 - 11.3.5 goes into liquidation (except for the purposes of solvent amalgamation or a solvent reconstruction and in such manner, that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party); or
 - 11.3.6 becomes subject to any analogous or similar process to any of the above in any jurisdiction, or if it ceases or threatens to cease to carry on business.
- 11.4 If Clearcast determines in its reasonable discretion that:
 - 11.4.1 the Company is in breach of any of its obligations under this Agreement; or
 - 11.4.2 the Company's use of the Services presents a threat to the security or integrity of the Service, the API data, or Clearcast or its customers,
 Clearcast may, in addition to any other rights or remedies available at law or under this Agreement, suspend performance of the Service with immediate effect until Clearcast is satisfied that the breach or threat (as applicable) has been remedied or resolved.
- 11.5 The termination or expiry of this Agreement (howsoever caused) will not affect any rights and/or liabilities of either Party which have accrued before termination or expiry, or any provision of this Agreement which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.
- 11.6 Any provision of this Agreement which, expressly or by implication is intended to come into, or continue in, force on or after termination of this Agreement (included but not limited to Clauses 1, 3, 7, 8, 9, 10, 11.6, 14 and 15) shall remain in full force and effect.
- 11.7 The Company shall, within 5 Working Days of the termination or expiry of this Agreement for any reason:
 - 11.7.1 irretrievably delete (so far as is technically feasible) all API Data, save to the extent that the Company is required to retain any such data by applicable law; and
 - 11.7.2 confirm to Clearcast in writing that it has complied with Clause 11.7.1 above.

12 Audit

- 12.1 The Company agrees that it shall permit Clearcast or Clearcast's auditor to audit its use of the Services and the API Data in order to establish the Company's compliance with this Agreement. Each such audit may be conducted no more than once per calendar year, at Clearcast's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Company's normal conduct of business.
- 12.2 If any of the audits referred to in Clause 12.1 reveal that the API has been used on more than the number of Permitted Computers, or by more than the maximum permitted number of Authorised Users from time to time, then without prejudice to Clearcast's other rights, Clearcast may pro-rate the Fees accordingly and invoice the Company for any shortfall.

13 Force Majeure

- 13.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement (other than an obligation to pay the Fees) arising from any Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other

Party of that fact and will use its reasonable endeavours to minimise the impact of such event.

- 13.2 If a Party is prevented from performing its obligations under this Agreement by a Force Majeure Event which continues for more than ninety (90) days, then either Party will be entitled to terminate this Agreement with immediate effect and without liability to the other Party on giving written notice to the other Party.

14 Non-solicitation

The Company shall not during the Term, nor for a period of twelve (12) months following the termination or expiry of this Agreement for any reason, on its own behalf or on behalf of any third party, directly induce or attempt to induce any person employed by Clearcast in a senior capacity who has been engaged in the provision of the Service to leave the employment of Clearcast or employ or engage in any capacity any such employee, provided that this restriction shall not apply to any such person who makes an unsolicited reply to a bona fide public advertisement.

15 Miscellaneous

- 15.1 Save as set out at Clause **Error! Reference source not found.**, we do not permit any assignment, novation, charge or transfer of your rights and obligations under this Agreement without our prior written consent, which we will not unreasonably withhold or delay. Clearcast may assign, novate or otherwise transfer its rights and/or obligations under this Agreement to any third party without restriction.
- 15.2 If you have any concerns about the Service, please contact us and we will work with you to resolve them. If a dispute arises out of, or in connection with, this Agreement or the performance, validity or enforceability of it (a “**Dispute**”), the Parties shall follow the procedure set out in this Clause 15.2:
- 15.2.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a “**Dispute Notice**”), together with relevant supporting documents. On service of the Dispute Notice, a representative of each Party shall attempt in good faith to resolve the Dispute; and
- 15.2.2 if the Parties’ representatives are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to a senior management representative of each Party who shall attempt in good faith to resolve it for a further period of at least fourteen (14) days.
- 15.3 The commencement of discussions under Clause 15.2 shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Clause 15.4.
- 15.4 The Parties irrevocably agree that any dispute arising out of, or in relation to this Agreement (including any non-contractual dispute) shall be subject to the exclusive jurisdiction of the courts of England and Wales. This Agreement is governed by the laws of England and Wales.
- 15.5 This Agreement constitutes the entire agreement between the Parties relating to the matters provided for herein and supersedes all previous agreements, understandings or arrangements between the Parties relating to these matters and each of the Parties acknowledges and agrees that in entering into the Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Agreement or not) other than as expressly set out in the Agreement.

- 15.6 By accepting this Agreement on behalf of the Company you are confirming that you are authorised to do so and you understand both Clearcast's and the Company's legal obligations.
- 15.7 Either Party's waiver of any breach of any of the provisions of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed a waiver of any subsequent breach. The rights of either of the Parties shall not be prejudiced or restricted by any time, indulgence or forbearance extended to the other.
- 15.8 A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 15.9 This Agreement may not be varied other than by written agreement between the Parties.
- 15.10 Any notices to be given by Clearcast under this Agreement shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by email to the email address that the Company specified during the sign-up process. Any notices to Clearcast must be sent to help@clearcast.co.uk or such email address as Clearcast may notify to you from time to time during the Term. Any notice by email shall be deemed to have been delivered on the same day (if sent before 17:00) and with a valid read receipt that is successfully returned to the sender. If a read receipt is not received by the sender, the email shall not be deemed to be received. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 15.11 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.12 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of any other party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15.13 The invalidity or unenforceability of any provision or any right arising under this Agreement shall not affect the validity or enforceability of any other provisions or rights. If any provision is adjudged to be invalid or unenforceable but would be adjudged valid or enforceable if any part(s) of their wording were deleted or modified, the relevant provisions shall apply with such deletions or modifications as may be necessary to make them valid and effective.

Last updated: 6 October 2025