



## **BILI LIMITED – LICENCE TERMS AND CONDITIONS**

These Terms (defined below) govern your use of Bili (defined below). They override any other terms and conditions found on the Bili website.

In consideration of Bili Limited making Bili available to you, you agree to accept these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

### **INTERPRETATION**

1.1 In these Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

**Authorised User** means you, the individual who is (as the case may be): (i) a teacher or a member of staff engaged by an Organisation; (ii) a student enrolled at an Organisation; or (iii) the Parent of a student enrolled at an Organisation and "the Authorised User" means the relevant Authorised User.

**Bili** means the Bili online learning platform.

**Bili Limited**, we, us, or our means a company trading as Bili Limited (Company no. 09710128), Quidhampton Farmhouse, Station Road, Overton, Hampshire. RG25 3EA.

**Intellectual Property Rights** mean all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database right, topography rights, moral rights, rights in confidential information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Licence Term** means the agreed term of the licence commencing on the date of this Agreement and expiring as detailed in clause 0.

**Organisation** means the school, academy, college, federation or similar institution or entity engaged in the field of education that is granted access to Bili, and who has subscribed to the Product. For the avoidance of doubt, where an organisation consists of a number of individual entities or branches within a federation, each entity or branch within that federation shall be deemed as an individual Organisation unless otherwise agreed in writing by Bili Limited.

**Parent** means a parent or guardian of an Authorised User who is a student.

**Personal Data** means information about an individual person that can identify that individual person (e.g. name, email address or age).

**Product** means the Bili product subscribed to by an Organisation for the use by its Authorised Users which is accessed and used via Bili.



**Product Specific Terms** mean the licence and usage terms and conditions relating to the Product.

**Software** means the software provided by us or our licensors which enables You to use and access Bili and the Product via Bili.

**Terms** mean these terms and conditions, as amended from time to time.

**User Materials** means any content and/or materials uploaded onto Bili by You and/or transferred by You to another Authorised User which are not licensed by Bili Limited to you.

**You** or **Your** means the Organisation and the Authorised Users unless the context requires otherwise in which case, "You" or "Your" will mean the Organisation.

- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 Words importing any gender shall include any other gender.
- 1.4 Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 hereof.
- 1.5 Where any word or expression is defined in these Terms, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.
- 1.6 All references to provisions of statutes include such provisions as amended, modified or re-enacted.
- 1.7 The Organisation shall procure that each and every of its Authorised Users complies with the provisions of these Terms. The Organisation shall be liable for any breach of these Terms by its Authorised Users as though the breach was committed by the Organisation.

## **LICENCE**

- 2.1 Bili Limited grants to You, a non-exclusive licence to access and use the Product via Bili during the Licence Term for the agreed number of Authorised Users. In this regard, You are entitled to use the Software (in object code form) to access the Product and to use Bili as part of the Organisation's internal teaching tools and teaching resources in accordance with these Terms.
- 2.2 You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of any applicable jurisdiction.
- 2.3 Notwithstanding Clause 2.1, You must not:
  - 2.3.1 sub-license or assign the benefit or burden of the licence set out in Clause 2.1 in whole or in part to anyone;
  - 2.3.2 attempt to duplicate, modify, disclose or distribute any portion of the Software;



- 2.3.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as is allowed by any applicable law which is incapable of exclusion by agreement between Bili Limited and You;
  - 2.3.4 transfer, temporarily or permanently, any rights or obligations under these Terms; or
  - 2.3.5 attempt to obtain, or assist others in obtaining access to the Bili, the Software, and the Product other than as provided under Clause o.
- 2.4 You grant and You shall procure that any of Your licensors' grant to Bili Limited, a perpetual, irrevocable, non-exclusive, sub-licensable licence to use Your User Materials for Bili Limited's business purposes including the right to host Your User Materials for You. Bili shall comply with all industry standards, including BERA guidelines and applicable data protection legislation in relation to Your User Materials. The foregoing licence includes the right to make copies of Your User Materials, issue copies of User Materials, rent or lend Your User Materials, perform, show or play Your User Materials in public (including over the internet), communicate Your User Materials, and to adapt Your User Materials. In addition, You irrevocably and unconditionally waive in favour of Bili Limited, all moral rights conferred on You by Chapter IV, Part 1, Copyright Designs and Patents Act 1988 and any other moral rights provided for under the laws now or in force in any part of the world for all Your User Materials which You licence to Bili Limited. For the avoidance of doubt, this Clause 2.4 shall remain in force even after Your access to Bili and/or the Product has ceased for any reason.

#### **ACCESSING BILI AND THE PRODUCT**

- 3.1 You acknowledge that You will only be able to access the Product on Bili during the Licence Term and that Your access and use of the Product will be governed by the Product Specific Terms. Without prejudice to the foregoing, You must not:
- 3.1.1 systematically make printed or electronic copies of content and/or materials in the Product for any purpose in either print or electronic format;
  - 3.1.2 remove or alter the copyright notices or other means of identification or disclaimers as they appear in the Product;
  - 3.1.3 display or distribute any part of the Product on any electronic network, including without limitation the Internet and the World Wide Web, where access is possible by anyone not an Authorised User;
  - 3.1.4 permit anyone other than the Authorised Users to access or use the Product including any content and material making up the Product; and/or
  - 3.1.5 use the Product or any part of the Product for any commercial use other than as teaching and learning resources within the Organisation.
- 3.2 If you are subscribing to the Product on behalf of your Organisation, you warrant that you have the authority to do so and agree to the Product Specific Terms on behalf of your Organisation.



- 3.3 Your Organisation will need to appoint you as its Authorised User by creating a user account for you before you can access Bili.
- 3.4 To access and use the Product, You will need to log into Your Bili account using the relevant login details.
- 3.5 Subject to earlier termination pursuant to these Terms, Your access to Bili will cease when the Licence Term for the Product expires.

#### **YOUR OBLIGATIONS**

- 4.1 The Organisation is responsible for the selection of the Product and whether the Product meets its and its Authorised Users requirements.
- 4.2 To use the Product You warrant that by the agreed exchange date You shall register all agreed class lists of students on Bili and by the agreed exchange date You shall assign tasks to the registered students.
- 4.3 Each time You use the Product during the Licence Term You agree not to make available Your username and/or password to anyone. If there has been a disclosure of Your username and/or password, You agree to notify us promptly of such disclosure, so that we can take appropriate security measures. You shall not permit any individuals who are not employed at or by Your Organisation to access the Product.
- 4.4 You undertake not to upload any User Materials onto Bili or send and/or transmit to other Authorised Users, any content which is illegal, obscene, threatening, defamatory, discriminatory, promotes illegal or unlawful activity, or is otherwise actionable or in violation of any rules, Intellectual Property Rights, regulations or laws to which such content is subject.
- 4.5 You are solely responsible for the accuracy, legality, and compliance with the relevant laws and regulations in respect of the content which You send to other Authorised Users and/or the User Materials that You upload onto Bili. You acknowledge that we do not operate or exercise control over such content and we accept no responsibility for and do not in any way endorse the User Materials which You upload onto Bili or transfer through Bili.
- 4.6 If we suspect that a breach of Clauses 4.2, 4.4, 4.5, 4.99, 4.111 and 9.3 has occurred or is likely to occur, we may, without giving notice and liability to You, remove Your User Materials and/or suspend Your access to Bili and/or the Product.
- 4.7 If You are a teacher or an Organisation, You acknowledge that You are solely responsible for the appropriate use and adaptation of the Product for the use by Your student users.
- 4.8 You agree that You will promptly notify us of any errors or inaccuracies which relate to the Product. In this regard, please contact us using the "contact us" page at [www.bili.uk.com](http://www.bili.uk.com).
- 4.9 You must not spam, download or upload excessive volume of content onto Bili such that it may impair the performance of Bili. You must not introduce any malicious codes or harmful element e.g. viruses and trojans onto Bili.



4.10 Unless otherwise agreed in writing by Bili Limited, You are solely responsible for configuring Your computer devices in order to access Bili and the Product, and to provide for Your own virus protection software. To access Bili and the Product, Your computer device must meet the specification detailed below:

- Desktop PC: Windows 7+, Mac OSX - with a mouse and keyboard enabled
- Tablets & Mobiles: iOS 7+, Android 4+
- Web Browser: Internet Explorer 8+\*, Chrome 47+, Firefox 44+, Safari 9
- Internet connection: min 2Mbps

\* Internet Explorer 8-11 have varying support for modern web technologies and where possible it's recommend to either use the latest version or use another web browser.

4.11 You warrant that any Personal Data which You provide to Bili Limited complies fully with all relevant data protection laws including the Data Protection Act 1998 and You agree to indemnify and keep Bili Limited indemnified against breach by You of such data protection laws.

4.12 The Organisation agrees to indemnify and keep us indemnified for any losses, damages, fines arising from or which are connected to any breach by it and/or its Authorised Users of Clauses 4.2, 4.4, 4.5, 4.9, 4.11 and 9.3.

## **OUR OBLIGATIONS**

5.1 We will:

- 5.1.1 use all reasonable endeavours to ensure that the Product and User Materials are accessible on Bili;
- 5.1.2 provide the Organisation and its Authorised Users with general login credentials and an application allowing Authorised Users to create usernames and passwords for other Authorised Users;
- 5.1.3 (if we have agreed to do so in writing in advance) provide You with training and help notes on how to use Bili; and
- 5.1.4 in some instances, allow You to upload User Materials onto Bili in respect of the Product during the Licence Term.

## **WITHDRAWAL OF PRODUCTS**

6.1 We reserve the right at any time to withdraw the Product including any components within the Product (e.g. an activity) for any reason including:

- 6.1.1 if we no longer retain the right to publish such material; or



- 6.1.2 if in our sole discretion, we believe that such material may infringe the Intellectual Property Rights of third parties or is defamatory, obscene, unlawful or otherwise objectionable.

In the circumstances above, we shall notify the Organisation of such withdrawal as soon as reasonably practicable and refund any licence fees paid on a pro-rata basis.

- 6.2 On receipt of the notice referred to in Clause 6.1, the Organisation shall promptly inform its Authorised Users and You agree to immediately cease all use of the withdrawn material and shall comply with our instructions with respect to the deletion and/or removal of such withdrawn material.

### **LICENCE FEE**

- 7.1 The licence fee payable by the Organisation for use of the Product and the date(s) when payment shall be due will be as specified in the applicable ordering document and will cover use of the Product as detailed in the ordering document for a specified Licence Term.
- 7.2 Bili Limited accepts payment online through the online payment system or the banking details provided.
- 7.3 Where an Organisation wishes to increase the number of Authorised Users, the Organisation should notify Bili Limited and each 50 new users will be charged at the pro-rated fee rate for the remainder of the Licence Term and shall be payable within 30 days of notifying Bili Limited.
- 7.4 All prices are exclusive of VAT and any other taxes which are payable by the Organisation.
- 7.5 The Organisation shall pay any undisputed invoice received by Bili Limited in full within 30 days of the date of the invoice.
- 7.6 If payment is not made by the due date, except to the extent that any part non-payment relates to a bona fides disputed invoice, without prejudice to any rights or remedies otherwise available, Bili Limited reserves the right to (i) charge interest on the outstanding balance of all overdue sums at the statutory rate, plus base rate at Barclays Bank; and (ii) require the Organisation to cease all use of the Product.
- 7.7 Bili Limited reserves the right to change the price for the Product from time to time. Annual subscription rates will be reviewed periodically and any change in prices will be communicated to the Organisation in advance.

### **DATA PROTECTION AND PRIVACY**

- 8.1 In the course of You accessing Bili and the Product, and us complying with our obligations to You, it is necessary for You to provide to us and for us to collect and process Personal Data (e.g. name and year group) from You. You shall obtain any necessary consent or permission from Parents to provide us with this information. We may also collect quantitative performance related data in an anonymous form.



- 8.2 The terms governing the supply by You and use by us of Personal Data is set out in our Privacy Policy and You agree to be bound by the terms set out in our Privacy Policy.
- 8.3 Our Privacy Policy will be deemed to be part of these Terms.
- 8.4 To the extent that we process any Personal Data for the Organisation, we will process that Personal Data in accordance with the Organisation's reasonable instructions which are compatible with our carrying out our obligations under these Terms and we will take such organisational and technical measures against the unauthorised or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, that Personal Data that we take from time to time in relation to Personal Data which we process for our own purposes.

### **INTELLECTUAL PROPERTY RIGHTS**

- 9.1 As between You and Bili Limited, You acknowledge that Bili Limited and/or Bili Limited's licensors own all Intellectual Property Rights in Bili, the Software and the Product. Except as expressly stated in these Terms and the Product Specific Terms, Bili Limited does not grant You any rights to or in any Intellectual Property Rights or any other rights or licences.
- 9.2 You warrant that the User Materials and any use by Bili Limited of the User Materials under Clause 2.4 will not infringe the Intellectual Property Rights of any third parties.
- 9.3 If You become aware of any Intellectual Property Rights infringement or potential Intellectual Property Rights Infringement involving Bili, the Software and/or the Product (e.g. an unauthorised third party is using Bili or if You get a letter from a third party stating that the Software infringes such third party's Intellectual Property Rights) You must inform us promptly. We will:
  - 9.3.1 in our absolute discretion, determine what action if any shall be taken in respect of the matter;
  - 9.3.2 have sole control over and shall conduct any action as we deem necessary; and
  - 9.3.3 pay all costs in connection with that action and we shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action. You agree to (at our cost) provide us with any assistance which we may request.
- 9.4 In the defence or settlement of a claim that Bili, the Software and/or the Product infringes third party Intellectual Property Rights ('Infringing Items'), we may at our discretion:
  - 9.4.1 obtain for You the right to continue using the Infringing Items; or
  - 9.4.2 replace or modify the Infringing Items with equivalent items so that they become non-infringing.



- 9.5 Clauses 9.3 and 9.4 set out Your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of Intellectual Property Rights.

### **WARRANTIES**

- 10.1 Subject to the other provisions in these Terms and to our right to carry out scheduled maintenance, during the period when You have access to Bili, we warrant to the Organisation that we will use reasonable endeavours to ensure that Bili is available to the Organisation.
- 10.2 We do not warrant that the use of Bili and/or the Product will be uninterrupted or error-free. We may also carry out scheduled maintenance from time to time.
- 10.3 The Organisation accepts responsibility for the selection of Bili and the Product to achieve its intended results.
- 10.4 Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Bili, the Product and the Software which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### **LIABILITY**

- 11.1 This Clause 11 sets out the entire financial liability of Bili Limited (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to You including those arising from breach of contract, use made by You of Bili, the Software and/or the Product, and representation, statement or tortious act or omission (including negligence) arising under or in connection with Your use of Bili, the Software and/or the Product.
- 11.2 Nothing in these Terms excludes our liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.
- 11.3 Subject to Clause 11.2 we shall not be liable to You for any:
- 11.3.1 indirect, consequential and/or special loss or damage;
  - 11.3.2 loss of profit (direct or indirect), set up costs or any necessary ongoing running costs related in any way to Your use the Product;
  - 11.3.3 loss of revenue, loss of teaching time or loss of business (in each case whether direct or indirect);
  - 11.3.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
  - 11.3.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);





- 11.3.6 wasted management, operational or other time (in each case whether direct or indirect);
  - 11.3.7 loss of any data, content and/or material (in each case, whether direct or indirect);
  - 11.3.8 loss or damage arising out of any failure by us to keep full and up to date back-ups and security copies of any User Materials; and/or
  - 11.3.9 liability of any of the other parties to third parties (whether direct or indirect), arising out of or in connection with these Terms and/or in connection with Your use of Bili, the Software and/or the Product, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of our obligations under these Terms.
- 11.4 Subject only to Clause 11.2, but without prejudice to Clause 11.3, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to two thousand pounds sterling (£2000). You acknowledge that this limitation is reasonable.
- 11.5 As Products are made available by the Organisation to its Authorised Users, you as an Authorised User of your Organisation, irrevocably agree not to bring or threaten to bring any claims or proceedings directly against Bili Limited. Any claims, proceedings, problems, dissatisfaction or issues which you have should be brought or raised directly with your Organisation. If any Authorised Users bring or threaten to bring any claims or proceedings against Bili Limited, the Organisation shall indemnify and keep Bili Limited indemnified against any costs, losses, damage and/or expenses incurred by Bili Limited.

## **TERM AND TERMINATION**

- 12.1 Without prejudice to any rights which have accrued under these Terms, You or Bili Limited may terminate these Terms if the other party:
- 12.1.1 is in material breach of any of its obligation under these Terms and if such breach is remediable, fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
  - 12.1.2 is made bankrupt, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets, or if a petition is passed or an order is made by a court of competent jurisdiction or resolution is passed for the winding up of the other party (other than for the purpose of a



bona fide solvent reconstruction or amalgamation) or any similar circumstances arise in any jurisdiction.

- 12.2 Bili Limited may terminate this Agreement for convenience at any time, in whole or in part, on giving not less than two (2) weeks' notice to You.

#### **EFFECT OF TERMINATION**

- 13.1 On expiry or termination of these Terms or Your right to use Bili for any reason and subject to any express provisions set out elsewhere in these Terms:
- 13.1.1 all outstanding sums payable by the Organisation to Bili Limited shall immediately become due and payable;
  - 13.1.2 all rights and licences granted to You to use the Software and Bili to these Terms shall cease; and
  - 13.1.3 You shall, return and/or destroy all copies of the Product and content made available by Bili Limited to You on Bili as may be advised by Bili Limited to You. If requested by Bili Limited, the Organisation will certify to Bili Limited that this obligation has been complied with by it and its Authorised Users.
- 13.2 If this Agreement is terminated by Bili Limited under clause 11.2 of this Agreement, Bili Limited shall refund the Organisation for any licence fee paid on a pro-rata basis from the date of termination.
- 13.3 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 13.4 If your access to the Product ceases (e.g. the Licence Term has expired), You will no longer be able to access the Product and/or Your User Materials that are associated to that Product and Bili Limited reserves the right to delete your account and all content associated to your account including where applicable, any Your User Materials.

#### **FORCE MAJEURE**

- 14.1 We will have no liability to You if we are prevented from, or are delayed in performing our obligations due to any circumstances and/or reasons which are outside of our control. These circumstances and reasons include strikes, lock-outs or other industrial disputes (whether involving the workforce of Bili Limited or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, sanctions, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors and/or non-performance of any services by Bili Limited 's suppliers, banks or subcontractors.



## **MAINTENANCE**

- 15.1 If You are unable to access Bili, You must first ascertain whether the inability to access Bili is caused by a failure on the part of Your device. If the fault lies with Bili and not Your device, You must:
- 15.1.1 where You are an Authorised User which has not been appointed by Your Organisation to act as its nominated representative to interact with Bili Limited, inform Your Organisation's nominated representative immediately and he/she will notify Bili Limited; and
- 15.1.2 where You are Your Organisation's nominated representative, contact Bili Limited promptly using the following details:
- Bili Team,
- Quidhampton Farmhouse, Station Road, Overton, Hampshire. RG25 3EA
- Email: [info@bili.uk.com](mailto:info@bili.uk.com)
- Telephone: +447903593478
- 15.2 Upon receiving Your nominated representative's report, Bili Limited shall use reasonable endeavours to resolve and rectify the problem to allow You to access Bili.
- 15.3 Where it is subsequently established that the fault does not lie with Bili but with Your device or Your internet services, we reserve the right to charge the Organisation a reasonable administrative fee.

## **NOTICES**

- 16.1 All notices to be given under these Terms shall be in writing and shall either be delivered personally or sent by courier and shall be deemed duly served:
- 16.1.1 in the case of a notice delivered personally, at the time the same is left at the address of, or handed to a representative of, the party to be served; and
- 16.1.2 in the case of courier, two clear business days after the date of despatch.

## **GENERAL PROVISIONS**

- 17.1 These Terms constitute the whole agreement between Bili Limited and You and supersede all previous agreements between Bili Limited and You relating to Your use of Bili. Nothing in these Terms shall limit or exclude any liability for fraud.
- 17.2 We may amend these Terms from time to time. If we have to revise these Terms, we will give You at least one month's written notice of any changes to these Terms before they take effect. If You do not wish to accept the changes, You can choose to cancel the contract in respect of the Product and no longer access Bili.
- 17.3 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for



which it is given. No waiver shall be implied by taking or failing to take any other action.

- 17.4 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 17.6 To the extent that it is applicable and legally enforceable, in the event of any inconsistencies between the provisions set out in these Terms and those in the terms and conditions governing the subscription to the Product from Bili Limited, the parties agree that the provisions in these Terms will prevail.
- 17.7 This Agreement is drafted in the English language. Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation. The English language version of this Agreement and any notice or other document relating to this Agreement, shall prevail if there is a conflict.

#### **GOVERNING LAW AND JURISDICTION**

- 18.1 These Terms and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.
- 18.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and/or Your use of Bili and the Software.
- 18.3 Notwithstanding Clauses 18.1 and 18.2, nothing in these Terms shall limit the right of Bili Limited to take proceedings against You in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

#### **ANNOUNCEMENTS**

- 19.1 No party shall make, or permit any person to make, any public announcement concerning this agreement 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.



**Acknowledgement of acceptance of the terms of the Agreement**

You should ensure that you have carefully read and understand these Terms and Conditions before entering into a binding contract by ticking the box below.

- By ticking this box I agree that I have read, understood and had the opportunity to take professional legal advice. I confirm that I have the authority to enter these Terms and Conditions and I agree to be bound by these Terms and Conditions.