

Terms and Conditions for the Provision of Training Services

Agreed terms

1. Interpretation

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force that materially relate to the Services.

Applicable Data Protection Laws: means:

- a) To the extent the European Union General Data Protection Regulation (“**EU GDPR**”) applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.
- b) To the extent the United Kingdom General Data Protection Regulation (“**UK GDPR**”) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

Basic Subscription: means the basic subscription giving the Customer access to the Hug Academy platform, the 24-month foundation course, articles and curated content.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Customer: means the individual subscribing to the Services and any reference to “you” is reference to the Customer.

Deliverables: all documents, products and materials developed or provided by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation all computer programs, data, reports and specifications (including drafts), resources, communications, passwords, manuals, videos, schedules, forms, programs, and data (digital, written or printed) or anything similar supplied by the Supplier to the Customer.

Eligible Students: the Customer only once they have completed the 24-month foundation course or subject to the Supplier’s discretion as set out in clause 10.2.

Foundation Subscription: means the full subscription giving the Customer access to the Hug Academy platform, the 24-month foundation course, articles and curated content. In addition, each month, the Supplier will build an example asset portfolio which, as long as the Customer completes the full 24-month course and any related terms as defined within these Terms and Conditions, the Supplier will sell and gift its value to the Customer.

Gift: provision of all or a portion of the closing value of the Eligible Students portion of the investment portfolio.

Personal Data: has the meaning given to it in EU GDPR and/or UK GDPR, as applicable.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to these Terms and Conditions, as described in Basic Subscription or Foundation Subscription, depending on which subscription you have selected. The contents of the Service are subject to variation at the absolute discretion of the Supplier and the Supplier is entitled to vary the contents of the Service without the prior consent of the Customer from time to time.

Services Start Date: the day on which the Customer agreed to these Terms and Conditions.

Supplier: Hug Academy Limited incorporated and registered in Ireland with company number 15244271 whose registered office is at Suite 2A Blackthorn House St. Pauls Square, Birmingham, B3 1RL, United Kingdom.

Subscription Period: the period from the date the Customer agreed to these terms and condition to the date the subscription is cancelled in accordance with clause 11.

Subscription Fees: the charges paid by the Customer for the supply of the Services by the Supplier by way of monthly subscription as set out on the Supplier's website at <https://hug.academy/tuition> and further detailed in clause 8.

Terms and Conditions: these Terms and Conditions which apply to the Customer's engagement with the Supplier's Services.

Tuition Period: 24 months of the foundation course forming part of the Foundation Subscription.

1.2 Interpretation:

- (a) Unless expressly provided otherwise in these Terms and Conditions, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) 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.

- (c) A reference to **writing** or **written** includes email.
- (d) A reference to these Terms and Conditions or to any other agreement or document is a reference to these Terms and Conditions or such other agreement or document, in each case as varied from time to time.
- (e) Reference to clauses and schedules are to the clauses and schedules of these Terms and Conditions and references to paragraphs are to paragraphs of the relevant schedule.
- (f) Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
- (g) Unless the context requires otherwise, words in the singular include the plural and in the plural include the singular.

2. Authority

- 2.1 The Supplier authorises the Customer to use the Services for the purposes of completing training assignments on the condition that the Customer:
 - (a) complies with their obligations under these Terms and Conditions; and
 - (b) the Subscription Fees are paid.

3. Commencement and term

- 3.1 These Terms and Conditions shall take effect on the Services Start Date and shall continue for the Subscription Period.
- 3.2 As part of the Foundation Subscription, the Tuition Period shall begin on the Services Start Date and shall continue for a period of 24 months and the Supplier shall retain the right (which is in no way an obligation) to provide a discretionary Gift to the Eligible Student.

4. Terms of use of the Service

- 4.1 The Customer may only search, view, print out and use the Deliverables for the purpose of completing training assignments in the Customer's own name.
- 4.2 The Customer must never share any Deliverables (in whatever form such Deliverables were received and however the Customer came to be in possession of the Deliverables) to any other individual or entity without the written consent of the Supplier.
- 4.3 The Supplier may make such amendments to these terms, the Services, the Deliverables and the training assignments as in the Supplier's sole discretion may be

necessary or appropriate to comply with any domestic regulations or advice from any regulator of the Supplier or any governing bodies.

5. Supply of services

5.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with these Terms and Conditions.

5.2 In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services;
- (c) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are fit for purpose;
- (d) comply with all Applicable Laws, statutes, regulations and codes from time to time in force, provided that the Supplier shall not be liable under these Terms and Conditions if, as a result of such compliance, it is in breach of any of its obligations under these Terms and Conditions.

6. Customer's obligations

6.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) not share the Deliverables with anyone else;
- (c) provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects;
- (d) use the training assignments only for their personal training;
- (e) not use the training assignments for training any other person;
- (f) configure their own information technology, computer programmes and platform in order to access the Services;
- (g) not disclose answers to questions in training assignments to anyone else;
- (h) not disclose their log in information to anyone else or permit anyone to access the Services or a training assignment using the Customer's log in information;
- (i) not permit anyone else to answer questions in training assignments in your name;
- (j) not alter any part of the Services;
- (k) not contest the Supplier's intellectual property rights in the Services or training assignments;

- (l) inform the Supplier if they no longer want to continue receiving the Services before the end of the Term pursuant to clause 11; and
 - (m) if so requested by the Supplier, return and/or destroy the Deliverables in their possession.
- 6.2 If the Supplier's performance of its obligations under these Terms and Conditions are prevented or delayed by any act or omission of the Customer, the Supplier shall:
 - (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Charges despite any such prevention or delay; and
 - (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

7. Data protection

- 7.1 For the purposes of this Clause 7, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the EU GDPR.
- 7.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 7.3 The parties have determined that for the purposes of Applicable Data Protection Laws, the Supplier shall process the Personal Data as processor on behalf of the Customer and shall act as controller of the personal data. Should the determination in Clause 7.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this Clause 7.
- 7.4 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://hug.academy/privacy-policy> ("**Privacy Policy**"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and these Terms and Conditions, the Privacy Policy will take precedence.
- 7.5 Without prejudice to Clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Customer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of these Terms and Conditions.

- 7.6 In relation to the Customer Personal Data, Supplier's data protection policy available at <https://hug.academy/data-policy> ("**Data Protection Policy**") sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 7.7 Without prejudice to Clause 7.2, the Supplier shall, in relation to Customer Personal Data:
- (a) process Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in the Supplier's Data Protection Policy unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data ("**Purpose**"). Where the Supplier is relying on Applicable Laws as the basis for processing Customer Personal Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement the technical and organisational measures set out in the Supplier's Data Protection Policy to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

(f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of these Terms and Conditions unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this Clause 7.8(f), Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) maintain records to demonstrate its compliance with this Clause 7, and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

7.8 The Customer provides its prior, general authorisation for the Supplier to:

(a) appoint processors to process the Customer Personal Data, provided that the Supplier:

(i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Clause 7;

(ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

(iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

(b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are affected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

7.9 Either party may, at any time on not less than 30 days' notice, revise this Clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms and Conditions).

8. Charges and payment

- 8.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Subscription Fees in accordance with this clause 8.
- 8.2 All amounts payable by the Customer include amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable).
- 8.3 By agreeing to these Terms and Conditions, you agree to an initial and recurring monthly Subscription Fee (value of which is dependent on the type of subscription the Customer selected), and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your monthly subscription at any time in accordance with clause 11.
- (a) The Basic Subscription may be cancelled at any time, at which point no further lessons will be provided.
 - (b) The Foundation Subscription can be cancelled at any time, however, if the subscription is cancelled before the completion of the 24 months foundation course, the Customer will no longer be eligible for the Gift.
- 8.4 The Customer shall on the date these Terms and Conditions are agreed to, provide to the Supplier valid, up-to-date and complete credit card or debit card details and any other relevant valid, up-to-date and complete contact and billing details.
- 8.5 If the Customer fails to make any payment due to the Supplier under these Terms and Conditions by the due date for payment, then, without limiting the Supplier's remedies under clause 11 the tuition will be suspended until the Customer pays any outstanding Subscription Fees and reinstates their subscription. If the outstanding Subscription Fees have not been settled nor the subscription to the Services renewed by the end of the 24-month period from the Services Start Date, the Customer will not be eligible for any Gift and the Supplier will have complete discretion to close the Customer's account.
- 8.6 The Supplier shall be entitled to increase the Subscription Fees but must provide the Customer with 30 days' notice of such increase in Subscription Fees.
- 8.7 All amounts due under these Terms and Conditions from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.8 Payments made pursuant to these Terms and Conditions are non-refundable.

9. Disclaimer

- 9.1 The Supplier gives no warranty or assurance, except as set out in clause 10 below. The Supplier declares and the Customer acknowledges that all implied warranties and conditions are excluded to the maximum extent permitted by law. The Customer should note in particular:
- (a) the Services and training assignments and the related answers are not intended to constitute a definitive or complete statement of the law on any subject;
 - (b) the Services and training assignments and the related answers are not intended to constitute financial advice in any specific situation;
 - (c) the Services include archived information and resources, which may be incorrect or out of date;
 - (d) the Services and the Supplier's means of delivering it may be incompatible with your software or computer configuration; and
 - (e) the Supplier may change or withdraw part or all of any Services or training assignment at their sole discretion.

10. Limitation of liability

- 10.1 If the Customer has subscribed to the "Foundation Subscription" (not the "Basic Subscription"), the Supplier may independently build a portfolio of assets with an independent investment broker, separate from the course and the Customer's, using at least 70% of the Tuition Fees. The Supplier may, at their discretion after the Term, Gift to the Eligible Student a cash consideration or a cryptocurrency (of the Supplier's choice) for any amount up to the value of the Gift, without transferring any ownership of the assets themselves.
- 10.2 If the Customer has not subscribed to the entire Tuition Period or they have not completed the Tuition Period; the Customer may at the Supplier's sole discretion and option receive a pro-rata portion of the Gift, if any.
- 10.3 Subject to clause 10.1 an Eligible Student can choose to build a new portfolio seeded by the Gift, receive a cash consideration or cryptocurrency (depending on the Customer's domestic legislation). The Eligible Student receiving a gift from the Supplier will first need to pass AML/KYC checks prior to receiving a cash consideration or cryptocurrency.
- 10.4 In the event that these Terms and Conditions are terminated before its expiration; the Supplier shall not be obliged to Gift to the Eligible Student of the Foundation Subscription.

- 10.5 The Supplier does not manage the Customer's money nor manage investments on behalf of others. Neither the Supplier nor any of its respective affiliates, subsidiaries, officers, employees, agents, advisors, or representatives, have made or will make any representations, express or implied, that the Supplier is to manage the Customer's money. The Supplier's actions regarding the selling of assets at the end of the course and Gift to the Eligible Student of the Foundation Subscription are exclusively related to the Supplier's own decision.
- 10.6 Any investment portfolios created pursuant to these Terms and Conditions are owned by the Supplier.
- 10.7 The Supplier has sole discretion to sell the contents of the investment portfolio at the end of these Terms and Conditions and Gift to the Eligible Student of the Foundation Subscription.
- 10.8 The amount gifted to each Eligible Student, if any, is solely at the discretion of the Supplier and there is no guarantee as to the performance of the portfolio or the amount gifted.
- 10.9 The Supplier offers financial training services to the Customer and is not engaged in the provision of financial advice or any regulated activities. The Supplier is not regulated to provide financial services by The Central Bank & Financial Services Authority of Ireland or any other financial services authority and makes no representation, express or implied, that they have the requisite authority to do so.
- 10.10 Nothing in this clause 10 shall limit the Customer's payment obligations under these Terms and Conditions.
- 10.11 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.12 By using or accessing the Supplier's financial training services, the Customer acknowledges that the services provided are for educational purposes only and do not serve as financial advice or recommendations to buy or sell any securities or other financial instruments.
- 10.13 The Customer acknowledges (both before and after becoming an Eligible Student) that the Supplier retains full control over all investment decisions and the gifted value.

- 10.14 There is no right or obligation for the Supplier to disclose or consult with the Customer regarding any investment decisions or the management of the portfolio being created as a result of the provided financial training services.
- 10.15 The Supplier bears no responsibility for any gains or losses that may be experienced due to the gifted value of the portfolio and the Customer must take their own advice on tax, finances or other matters from their own perspective as a result of receiving any funds.
- 10.16 Subject to clause 10.16 (No limitation on customer's payment obligations), this clause 10.17 sets out the types of loss that are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 10.17 For the avoidance of doubt, any Customer who only subscribes to the Basic Subscription is not in any way entitled to a Gift or entitled to be considered an Eligible Student.
- 10.18 This clause 10 is drafted with the intention to protect the interests of both parties while remaining fair and reasonable.

11. Termination

- 11.1 Without affecting any other right or remedy available to it, either party to these Terms and Conditions may cancel the Foundation Subscription or Basic Subscription with immediate effect by the Supplier giving written notice to the Customer or by the Customer cancelling the Subscription through their personal online account if the other party commits a material breach of any term of these Terms and Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so.
- 11.2 Without affecting any other right or remedy available to it, the Supplier may terminate these Terms and Conditions with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under these Terms and Conditions on the due date for payment.

- 11.3 On termination of these Terms and Conditions for whatever reason:
- (a) any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms and Conditions shall remain in full force and effect; and
 - (b) termination or expiry of these Terms and Conditions shall not affect any of the 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 these Terms and Conditions which existed at or before the date of termination or expiry.
- 11.4 The Supplier will attempt to process all cancellation requests within 72 hours of receiving the Customer's request. If you cancel less than 72 hours before the relevant billing period begins, you agree that you will be liable for the then current Subscription Fee for such billing period and are not entitled to a refund of that final Subscription Fee. The Supplier reserves the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

12. Force majeure

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

13. Assignment and other dealings

- 13.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions without the Supplier's prior written consent.
- 13.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Terms and Conditions.

14. Confidentiality

- 14.1 Each party undertakes that it shall not at any time during these Terms and Conditions , and for a period of two years after termination or expiry of these Terms and Conditions, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 14. For the purposes of this clause 14, **group** means, in relation to a party, that party, any subsidiary or holding

company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- 14.2 The Supplier may disclose the Customer's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 The Customer may not disclose the Supplier's confidential information or the Deliverables to any party other than as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.4 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.
- 14.5 Clause 14 shall not apply to the extent that:
- (a) Such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
 - (b) Such information was already in the public domain at the time of disclosure otherwise than through a breach of these Terms and Conditions; or
 - (c) Such information was independently developed without access to the other party's Confidential Information.

15. Entire agreement

- 15.1 Each party acknowledges that in entering into these Terms and Conditions it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

16. Variation

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

17. Waiver

17.1 A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. Severance

18.1 If any provision or part-provision of these Terms and Conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18.1 shall not affect the validity and enforceability of the rest of these Terms and Conditions.

19. Notices

19.1 Any notice or other communication given to a party under or in connection with these Terms and Conditions shall be in writing and shall be:

(a) sent by email to the address specified in clause 19.3 below.

19.2 Any notice shall be deemed to have been received:

(a) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 The email address for service of notices is:

(a) Supplier

(i) email address: hello@hug.academy

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Third party rights

20.1 Unless it expressly states otherwise, these Terms and Conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

20.2 The rights of the parties to rescind or vary these Terms and Conditions are not subject to the consent of any other person.

21. Governing law

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

22. Jurisdiction

22.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.