

Terms and Conditions

These terms and conditions are the contract between you and Consent Advertising Ltd (“us”, “we”, etc). We also use the trading name of ‘FairView Advertising’. By visiting or using Our Website or using our Browser Extension, you agree to be bound by them.

They are based on a set written by Net Lawman and released under licence. They protect your rights as well as ours.

I / We are Consent Advertising Ltd, a company registered in the United Kingdom – registration number 12019151. Our address is Kemp House, 160 City Road, London, EC1V 2NX, UK. Our email address is: support@fairview-ads.com. Our Telephone number is: +44 203 538 5357.

You are: Anyone who uses Our Website or Browser Extension.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and delete our Browser Extension immediately.

Supplemental terms and conditions or documents that may be posted on Our Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of Our Website after the date such revised Terms of Use are posted.

These are the agreed terms

1. Definitions

- “Consumer” means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
- “Content” means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
- “FairView Membership” means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide as set out on Our Website and in this contract.
- “Post” means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website, and the phrases “Posted” and “Posting” shall be interpreted accordingly.
- “Services” means all of the services available from Our Website.
- “Our Website” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us, including fairview-ads.com
- “Browser Extension” means any technology component which extends the functionality of a web browser owned or operated by us.

2. Our contract

- 2.1. These terms and conditions regulate the business relationship between you and us. By taking up FairView Membership or using Our Website free of charge, you agree to be bound by them.
- 2.2. We do not offer the Services in all countries. We may refuse to provide the Services if you live in a country we do not serve.
- 2.3. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 2.4. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on Our Website at the prices we charge from time to time.
- 2.5. Our contract with you and licence to you last until either party chooses to terminate it.
- 2.6. The contract between us comes into existence only when you have registered the Browser Extension with FairView after its installation.
- 2.7. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 2.8. We may change this agreement in any way at any time. The version applicable to your contract is the version which was posted on Our Website at the time that the contract was made.
- 2.9. The information provided on Our Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

- 2.10. Accordingly, those persons who choose to access Our Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 2.11. Our Website is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for membership or use the Browser Extension.

3. Intellectual Property Rights

- 3.1. Unless otherwise indicated, Our Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on Our Website (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions.
- 3.2. The Content and the Marks are provided on Our Website “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of Our Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.3. Provided that you are eligible to use Our Website, you are granted a limited license to access and use Our Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to Our Website, the Content and the Marks.

4. Your account and personal information

- 4.1. When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

5. FairView Membership

- 5.1. By using Our Website, you represent and warrant that:
 - 5.1.1 all registration information you submit will be true, accurate, current, and complete;
 - 5.1.2 you will maintain the accuracy of such information and promptly update such registration information as necessary;
 - 5.1.3 you have the legal capacity and you agree to comply with these Terms of Use;
 - 5.1.4 you are not under the age of 18;
 - 5.1.5 not a minor in the jurisdiction in which you reside;
- 5.2. By using Our Website, you represent and warrant that you will not:

- 5.2.1 access Our Website nor interact with the Browser Extension through automated or non-human means, whether through a bot, script, or otherwise;
- 5.2.2 attempt to register more than once as a member.
- 5.2.3 attempt to interfere with or affect the normal functioning of the browser extension or Our Website.
- 5.2.4 attempt to circumvent any of the processes designed to ensure adverts displayed by FairView are viewable by you;
- 5.2.5 use Our Website for any illegal or unauthorized purpose;
- 5.2.6 violate any applicable law or regulation. in your use of Our Website
- 5.2.7 attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Our Website or Browser Extension.
- 5.2.8 upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

- 5.3. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your membership and refuse any and all current or future use of Our Website and Browser Extension (or any portion thereof).
- 5.4. Our basic Service is free of charge. You may use it subject to your compliance with the terms of this agreement.
- 5.5. Details of the benefits of FairView Membership are as set out on Our Website. You may subscribe to FairView Membership Services at any time.
- 5.6. If you subscribe to FairView Membership as a Consumer, the law provides that you can opt out of your right to the 14 day cancellation period. In fact we allow you to cancel your membership at any time.
- 5.7. You do this by following the registration instructions on Our Website. If you do that, we will give you FairView Membership immediately.
- 5.8. By accepting these terms, you now agree that you are instructing us to give you FairView Membership immediately.
- 5.9. Apart from your cancellation right, termination of FairView Membership will be regulated by this contract set out in paragraph 14 below.
- 5.10. You may not transfer your FairView Membership to any other person.
- 5.11. We reserve the right to modify the FairView Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the FairView Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those posted here on Our Website on the day you join as a member.

6. Rewards

- 6.1. The Services provided by us are clearly set out on Our Website. Including any rewards provided by us to you.
- 6.2. There is no fee for joining FairView as a member.
- 6.3. The calculation of rewards can be changed by us at our sole discretion at any time.
- 6.4. The precise details of how rewards are calculated are confidential and will not be disclosed to you. This is necessary to combat fraudulent attempts to 'game' our system.
- 6.5. Any details we choose to disclose at any point in time will be placed on Our Website.
- 6.6. Rewards can be provided in various forms including vouchers, tokens and cash. The precise options available to Consumers to realise accumulated rewards can be changed by us at any time.
- 6.7. We will typically set a minimum withdrawal amount for rewards to help us control administration costs. This amount can be changed by us at any time at our sole discretion. The present minimum withdrawal amount will be posted on Our Website.
- 6.8. Bank charges by the paying bank on payments by us to you will be borne by us. All other charges will be borne by you.
- 6.9. If, by mistake, we have over-paid you, you will be liable to return any over payment to us immediately it is detected by either party.

7. Social media

- 7.1. As part of the functionality of Our Website, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through Our Website; or (2)

allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

- 7.2. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.
- 7.3. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through Our Website via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.
- 7.4. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on Our Website.
- 7.5. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through Our Website. You will have the ability to disable the connection between your account on Our Website and your Third-Party Accounts at any time.

- 7.6. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers.
- 7.7. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

8. Third-party websites and content

- 8.1. Our Website may contain (or you may be sent via Our Website) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").
- 8.2. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through Our Website or any Third-Party Content posted on, available through, or installed from Our Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.
- 8.3. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave Our Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.
- 8.4. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from Our Website or relating to any applications you use or install from

Our Website. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

- 8.5. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

9. Copyright infringements

- 9.1. We respect the intellectual property rights of others. If you believe that any material available on or through Our Website infringes upon any copyright you own or control, please immediately notify us using the contact information provided above (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

10. Restrictions on what you may Post to Our Website

- 10.1. We may, at our discretion, read, assess, review or moderate any Content Posted on Our Website. If we do, we need not to notify you or give you a reason.
- 10.2. You agree that you will not use or allow anyone else to use Our Website to Post a Content which is or may:

- 10.2.1 be malicious or defamatory;

- 10.2.2 consist in commercial audio, video or music files;
- 10.2.3 be obscene, offensive, threatening or violent;
- 10.2.4 be sexually explicit or pornographic;
- 10.2.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 10.2.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 10.2.7 solicit passwords or personal information from anyone;
- 10.2.8 be used to sell any goods or services or for any other commercial use;
- 10.2.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 10.2.10 link to any of the material specified above, in this paragraph.
- 10.2.11 Post excessive or repeated off-topic messages to any forum or group;
- 10.2.12 sending age-inappropriate communications or Content to anyone under the age of 18.

11. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 11.1. hyperlinks, other than those specifically authorized by us;
- 11.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 11.3. the name, logo or trademark of any organisation other than that of you or your client.
- 11.4. inaccurate, false, or misleading information.

12. How we handle your Content

- 12.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at <https://fairview-ads.com/privacy-policy>
- 12.2. If you Post Content to any public area of Our Website it becomes available in the public domains. We have no control over who sees it or what anyone does with it.
- 12.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 12.4. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 12.5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law,

which may occur as a result of any Content having been Posted by you.

- 12.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 12.7. Please notify us of any security breach or unauthorised use of your account.

13. Removal of offensive Content

- 13.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 13.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 13.3. If you are offended by any Content, the following procedure applies:
 - 13.3.1 your claim or complaint must be submitted to us by email to: support@fairview-ads.com.
 - 13.3.2 we shall remove the offending Content if we agree it is offensive as soon as we are reasonably able;
 - 13.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 13.3.4 we may re-instate the Content about which you have complained or not.

- 13.4. In respect of any complaint made by you or any person on your behalf, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 13.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

14. Security of Our Website

- 14.1. If you violate Our Website, we shall take legal action against you.
- 14.2. You now agree that you will not, and will not allow any other person to:
 - 14.2.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
 - 14.2.2 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
 - 14.2.3 download any part of Our Website, without our express written consent;
 - 14.2.4 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
 - 14.2.5 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;

14.2.6 share with a third party any login credentials to Our Website.

14.3. Despite the above terms, we now grant a licence to you to:

14.3.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

14.3.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

15. Disclaimers and limitation of liability

15.1. Our Website is provided on an as-is and as-available basis. You agree that your use of Our Website and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with Our Website and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of Our Website's content or the content of any websites linked to Our Website and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Our Website, (3) any unauthorized access to or use of our secure servers and/or any and all

personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from Our Website, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through Our Website by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via Our Website. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Our Website, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

15.2. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

15.3. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

15.4. We make no representation or warranty that the Services will be:

15.4.1 useful to you;

15.4.2 of satisfactory quality;

15.4.3 fit for a particular purpose;

15.4.4 available or accessible, without interruption, or without error;

- 15.5. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 15.6. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have accumulated in rewards, net of any withdrawals, in the immediately preceding 12 month period for the Services concerned.
- 15.7. We shall not be liable to you for any loss or expense which is:
- 15.7.1 indirect or consequential loss; or
 - 15.7.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 15.8. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
- 15.9. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input, but do not guarantee to agree with your judgement.

16. Duration and termination

- 16.1. This agreement shall operate for the period for which you have subscribed to the FairView Membership Service.
- 16.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement by sending notice

to us by email. We reserve the right to check the validity of any request to terminate membership.

16.3. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by email.

16.4. Termination by either party shall have the following effects:

16.4.1 your right to use the Services immediately ceases;

16.4.2 you cease to accrue any rewards immediately;

16.4.3 we are under no obligation to forward any unread or unsent messages to you or any third party.

16.5. In the event of such termination by us, we will within seven days pay to you the balance of your outstanding rewards in any form of our choosing.

16.6. There shall be no payment of rewards if the Service is terminated due to your breach of the terms of this agreement.

16.7. We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any rewards if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

17. Electronic communications, transactions, and signatures

17.1. Visiting Our Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you

electronically, via email and on Our Website, satisfy any legal requirement that such communication be in writing.

17.2. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via Our Website.

17.3. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. Storage of data

18.1. We assume no responsibility for the deletion or failure to store or deliver email or other messages.

18.2. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

19. Interruption to Services

19.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.

19.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.

19.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

20. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 20.1. any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 20.2. your breach of this agreement;
- 20.3. your failure to comply with any law;
- 20.4. a contractual claim arising from your use of the Services.

21. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 21.1. If you are not happy with our services or have any complaint then you must tell us by email message to support@fairview-ads.com.
- 21.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with the other in a process of mediation or arbitration.
- 21.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

22. Miscellaneous matters

- 22.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring

it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

22.2. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of Our Website. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

22.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

22.4. If you are in breach of any term of this agreement, we may:

22.4.1 terminate your account and refuse access to Our Website;

22.4.2 remove or edit Content, or cancel any rewards at our discretion;

22.4.3 issue a claim in any court.

22.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

22.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

22.7. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 22.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 22.9. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 22.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

