Terms and Services Agreement Parties

1. Workeye Limited (trading as Seniormanagers.com) having business address 2A Briarfield Road, Kilbarrack, Dublin 5, Ireland (registration number 608007) (the "**Provider**"); and

2. Registered end user (the "**Customer**").

Agreement

1.   Definitions

1.1   Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Ireland;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Charges**" means the following amounts:

(a)   the amounts specified in Part 3 of Schedule 1 (Hosted Services particulars);

(b)   such other amounts as may be agreed in writing by the parties from time to time;

"**Customer Confidential Information**" means:

(a)   any information disclosed by or on behalf of the Customer to the Provider during the Term / at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i)   was marked as "confidential"; or

(ii)   should have been reasonably understood by the Provider to be confidential; and

(b)   the Customer Data.

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"**Data Protection Legislation**" means the Irish Data Protection Acts 1988 and 2003 and the Data Protection Act 1998 in the UK (as both may be amended from time to time) and the General Data Protection Regulation (EU 2016/679) in the Republic of Ireland and the UK as applicable

"**Documentation**" means the documentation and/or instructions for the use of the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means the seniormanagers.com website or the app.seniormanagers.com job board, as specified on seniormanagers.com or app.seniormanagers.com or other seniormanagers.com or app.seniormanagers.com URLs, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a)   any act or omission of the Customer;

(b)   any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

(c)   a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or

 (d)   an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 1 of Schedule 1 (Hosted Services particulars) and in the Documentation;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Permitted Purpose**" means the use of seniormanagers.com or app.seniormanagers.com as a support tool for data protection related queries, knowledge base, and online training;

"**Personal Data**" as referred to under the Data Protection Legislation;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including [the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Update**" means a hotfix, patch or minor version update to any Platform software; and

"**Upgrade**" means a major version upgrade of any Platform software.

"**Data Controller**" The Data Controller is a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed;

"**Data Processor**"   The Data Processor is any person (other than an employee of the Data Controller) who processes data on behalf of the Data Controller.

"**Data Subject**" means an individual who is the subject of Personal Data;

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2. Credit

2.1 This document was created using a template from SEQ Legal (http://www.seqlegal.com) and amended by Seniormanagers.com

3. Term

3.1 This Agreement shall come into force upon first using the Platform.

3.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 18.

4. Hosted Services

4.1 The Provider shall ensure that the Platform will automatically generate an Account for the Customer and provide to the Customer login details for that Account.

4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services for the internal business purposes of the Customer during the Term.

4.3 The Hosted Services may only be used by the named users identified in Schedule 1 (Hosted Services particulars), providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein;

4.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosted Services;

(b) the Customer must not permit any unauthorised person to access or use the Hosted Services;

(c) the Customer must not use the Hosted Services to provide services to third parties;

(d) the Customer must not republish or redistribute any content or material from the Hosted Services other than to individuals within its own organisation; and

(e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation.

4.5 The Customer shall use reasonable endeavours, including regular monitoring of usage and reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an Account.

4.6 The Provider shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.

4.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

    (a) a Force Majeure Event;

    (b) a fault or failure of the internet or any public telecommunications network;

    (c) a fault or failure of the Customer's computer systems or networks;

    (d) any breach by the Customer of this Agreement; or

    (e) scheduled maintenance carried out in accordance with this Agreement.

4.8 The Customer must comply with Schedule 2 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with Schedule 2 (Acceptable Use Policy).

4.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.10 The Customer must not use the Hosted Services:

    (a) in any way that is unlawful, illegal, fraudulent or harmful; or

    (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. **Maintenance Services**

5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

5.2 The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

6. **Support Services**

6.1 The Provider shall provide the Support Services to the Customer during the Term.

6.2 The Provider shall make available to the Customer contact details in accordance with the provisions of this main body of this Agreement.

7. **Customer Data**

7.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement.

7.2 The Customer warrants to the Provider that the Customer Data / the use of the Customer Data by the Provider in accordance with this Agreement will not:

(a) breach the provisions of any law, statute or regulation;

(b) infringe the Intellectual Property Rights or other legal rights of any person; or

(c) give rise to any cause of action against the Provider,

in each case in any jurisdiction and under any applicable law.

7.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

8.   No assignment of Intellectual Property Rights

8.1   Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9.   Charges

9.1   The Customer shall pay the Charges to the Provider in accordance with this Agreement.

9.2   All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

9.3   The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation.

10.   Payments

10.1   The Provider may issue invoices for the Charges to the Customer in advance of the period to which they relate from time to time during the Term.

11.2   The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10.

11.3   The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Customer from time to time).

11.4   If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may charge the Customer interest on the overdue amount at the rate of 8% per annum above the European Central Bank base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month);

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12. Provider's confidentiality obligations

12.1 The Provider must:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer / no less onerous than those contained in this Agreement;

(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Customer Confidential Information; and

(e) not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

12.2 Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality; or

(b) is or becomes publicly known through no act or default of the Provider.

12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

12.5 The provisions of this Clause 12 shall continue in force indefinitely following the termination of this Agreement

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13. Data protection

13.1 The Customer shall be the Data Controller" and hereby warrants to the Provider (who shall be the Data Processor, that it has the legal right to disclose all Personal Data and Customer Confidential Information that discloses to the Provider under or in connection with this Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable Data Protection Legislation.

13.2 The Data Controller shall provide the Personal Data to the Data Processor together with such other information as the Data Processor may reasonably require in order for the Data Processor to provide the Services.

13.3 The instructions given by the Data Controller to the Data Processor in respect of the Personal Data shall at all times be in accordance with the applicable Data Protection Legislation.

13.4 The Data Processor will process the Personal Data in compliance with applicable Data Protection Legislation.

13.5 The Data Processor undertakes that it shall process the Personal Data strictly in accordance with the Data Controller's instructions for the processing of that personal data.

13.6 The Data Processor will process the Personal Data for the following purposes

- To provide tools for the Data Controller to upload and manage employee/contractors data to SeniorMangers and Xiir

- To send out emails to staff/contractors on behalf of the Data Controller for the purposes of completing an online training module and for viewing policies/scripts/guidelines/documentation to the employee/contractor.

- To process information contained within the 'Chat' functionality in seniormanagers.com or app.seniormanagers.com.

- To maintain subscribers details.

13.7 The Data Processor will treat the Personal Data, and any other information provided by the Data Controller as confidential, and will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of the Data Processor carrying out the permitted processing and complying with its obligations under this Agreement.

13.8 The Data Processor will ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data. The Data Processor will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of the Personal Data.

13.9 The Data Processor agrees to assist the Data Controller promptly with all subject access requests which may be received from Data Subjects to whom the Personal Data refers.

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13.10 The Data Processor will NOT transfer the Personal data to a destination outside the European Economic Area (EEA), other than at the specific written request of the Data Controller, unless the transfer is required by law.

13.11 The Data Processor will not sub-contract any of the processing without the informed knowledge of the Data Controller.

13.12 The Data Processor will employ industry appropriate operational and technological processes and procedures regarding unauthorized use or access, loss, destruction, theft or disclosure of Personal Data.

13.13 The Data Processor will notify the Data Controller of any information security incident that may impact the processing of the personal data covered by this agreement within one working day of discovering, or becoming aware of any such incident. The Data Processor will co-operate with the Data Controller in implementing any required corrective action agreed between the parties.

13.14 The Data Controller reserves the right at their cost and upon giving reasonable notice (which shall be no less than 5 working days) and within normal business hours to carry out compliance and information security audits of the Data Processor, in order to satisfy itself that the Data Processor is adhering to the terms of this agreement.

14.   Warranties

14.1   The Provider warrants to the Customer that:

(a)   the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b)   the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

(c)   the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

14.2   The Provider warrants to the Customer that it will use all reasonable commercial endeavours to ensure that:

(a)   the Platform and Hosted Services will conform in all respects with the Hosted Services Specification;

(b)   the Hosted Services will be free from Hosted Services Defects;

(c)   the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;

(d)   the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(e)   the Platform will incorporate security features reflecting the requirements of good industry practice.

14.3   The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not knowingly infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

14.4   If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

(a)   modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b)   procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

14.6   The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement and that it will not breach any laws, statutes or regulations applicable to it under this Agreement.

14.7   All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

15.   Acknowledgements and warranty limitations

15.1   The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

15.2   The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

15.3   The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

15.4   The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

16.   Limitations and exclusions of liability

16.1   Nothing in this Agreement will:

(a)   limit or exclude any liability for death or personal injury resulting from negligence;

(b)   limit or exclude any liability for fraud or fraudulent misrepresentation;

(c)   limit any liabilities in any way that is not permitted under applicable law; or

(d)   exclude any liabilities that may not be excluded under applicable law.

16.2   The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

(a)   are subject to Clause 16.1; and

(b)   govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

16.3   The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

16.4   The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

16.5   The Provider shall not be liable to the Customer in respect of any loss of revenue or income.

16.6   The Provider shall not be liable to the Customer / The Customer shall not be liable to the Provider] in respect of any loss of use or production.

16.7   Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

16.8   The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.

16.9   The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

16.10 The liability of the Provider to the Customer under this Agreement in respect of any event or series of related events shall not exceed the greater of:

(a)   *€3,500 ex VAT*; and

(b)   the total amount paid and payable by the Customer to the Provider under the Agreement in the 12 month period preceding the commencement of the event or events.

17.   Force Majeure Event

17.1   If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17.2   A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a)   promptly notify the other; and

(b)   inform the other of the period for which it is estimated that such failure or delay will continue.

17.3   A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18.   Term and Termination

18.1   Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination following the initial 11 months of this Agreement, and, thereafter on 60 days' notice prior to the expiry of the next 12 month term thereafter or as otherwise may be agreed between the parties in writing.

18.2   Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

18.3   Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a)   the other party:

(i)   is dissolved;

(ii)   ceases to conduct all (or substantially all) of its business;

(iii)   is or becomes unable to pay its debts as they fall due;

(iv)   is or becomes insolvent or is declared insolvent; or

(v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);

(d)   if that other party is an individual:

(i)   that other party dies;

(ii)   as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii)   that other party is the subject of a bankruptcy petition or order.

19.   Effects of termination

19.1   Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.11, 8, 11.2, 11.4, 12, 16, 19, 22 and 23.

19.2   The termination of this Agreement shall not affect the accrued rights of either party.

19.3   Within 30 days following the termination of this Agreement for any reason the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement and without prejudice to the parties' other legal rights.

20.   Notices

20.1   Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 20.2 and Part 4 of Schedule 1 (Hosted Services particulars)):

(a)   delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;

(b)   sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or

(c)   by email via an authorised person on behalf of the Customer/The Provider to a designated contact.

providing that if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2   The Provider's contact details for notices under this Clause 20 are as follows: hello@seniormanagers.com or Support Department, 2A Briarfield Road, Kilbarrack, Dublin 5.

20.3   The addressee and contact details set out in Clause 20.2 and Part 4 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

21.   Subcontracting

21.1   The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

21.2   The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21.3   Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

22.   General

22.1   No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22.2   If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

22.3   This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

22.4   Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

22.5   This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22.6   Subject to Clause 16.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

22.7   This Agreement shall be governed by and construed in accordance with Irish law.

22.8   The courts of Ireland shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

23.   Interpretation

23.1   In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

23.2   The Clause headings do not affect the interpretation of this Agreement.

23.3   In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Execution

By using the Platform both parties accept this Agreement.