

When you apply to subscribe to our Services and click to accept these Standard Terms, you are agreeing to be bound by these Standard Terms. These Standard Terms and your Subscription Confirmation (together referred to as the “**Agreement**”) form a legally binding contract between Captive WiFi and you (as the Client).

In the event of a conflict between these Standard Terms and the Subscription Confirmation, the terms of the Subscription Confirmation will prevail.

If you do not accept these Standard Terms, do not apply to use the Captive WiFi services.

CAPTIVE WIFI - STANDARD TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

Acceptable Use Policy	Captive WiFi’s then current acceptable use policy, as published on the Platform from time to time
Account	has the meaning given in clause 5.1
Applicable Data Protection Laws	all laws and regulations applicable to the processing of personal data under this Agreement, including the UK Data Protection Act 2018, the UK GDPR (as defined in the UK Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (and the terms “controller”, “data subject”, “process” and “processor” shall be given the meaning set out therein)
Authorised Users	those of the Client’s personnel who it authorises to use and access the Platform from time to time
Captive WiFi	Captive WiFi, a division of ClubWizard Limited a company incorporated in England with company number 04431215 and whose registered office is at 925 Finchley Road, London, England, NW11 7PE
Charges	the sums payable by the Client for the Services, as set out in the Subscription Confirmation and such other amounts as may be agreed between the parties in writing from time to time

Client	the entity or individual identified as such in the Subscription Confirmation
Client Materials	any and all documents, information, items, data, works, images, text, branding and materials: (a) uploaded to or stored on the Platform by and/or on behalf of the Client; (b) transmitted by the Platform at the instigation of the Client; and (c) supplied by and/or on behalf of the Client to Captive WiFi for uploading to, transmission by or storage on the Platform
Commencement Date	the date stated as such in the Subscription Confirmation
Data	any and all data generated by the Platform as a result of the use of the Services by the Client
Defect	a defect, error or bug in the or WiFi Services and/or Platform having an adverse effect on the appearance, operation, functionality or performance of the WiFi Services and/or Platform, but excluding any defect, error or bug caused by or arising as a result of: (a) any act or omission of the Client or any person authorised by the Client to use the WiFi Services and/or Platform; (b) any use of the WiFi Services and/or Platform contrary to this Agreement, whether by the Client or by any person authorised by the Client; (c) a failure of the Client to perform or observe any of its obligations in this Agreement; and/or (d) an incompatibility between the WiFi Services and/or Platform and any other system, network, application, program, hardware or software not specified as compatible in the Documentation
Documentation	the documentation for the WiFi Services and the Platform produced by Captive WiFi and delivered or made available by Captive WiFi to the Client
End User	each individual patron of the Client who connects to and/or uses the WiFi Services from time to time
Intellectual Property Rights or IPR	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights,

rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Maintenance Services	the general maintenance of the WiFi Services and Platform, and the application of updates and upgrades to the same
Platform	the Captive WiFi hosted platform, made available to the Client for access to the following functionality (without limitation): (a) the welcome "Splash" page creation and publication to the web; (b) viewing End User customer marketing data; feedback; (c) sending captured End User customer data automatically to platforms such as MailChimp, Airship, Zapier and Como; and (d) integrating with Como loyalty platform
Privacy Policy	the privacy policy which govern use of the WiFi Services and which the End Users must sign up to before using the WiFi Services as published by Captive WiFi or by the Client in accordance with clause 13.4
Services	the WiFi Services, Maintenance Services and Support Services
Standard Terms	these standard terms
Subscription Confirmation	Captive WiFi's confirmation email sent to the Client confirming Captive WiFi's acceptance of the Client's offer to purchase the Services under this Agreement
Support Services	support services in relation to the use of, and the identification and resolution of Defects in, the WiFi Services and Platform, but shall not include the provision of training services
Term	the term of this Agreement as set out in the Subscription Confirmation, subject to earlier termination in accordance with clause 15

Terms of Use	the terms which govern use of the WiFi Services and which the End Users must sign up to before using the WiFi Services as published by Captive WiFi or by the Client in accordance with clause 4.2
VAT	value added tax chargeable under the Value Added Tax Act 1994
WiFi Services	the services consisting of public wifi hotspots known as 'Captive Wifi'

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context requires otherwise, words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 1.5 A reference to writing or written includes email.
- 1.6 Any words following the terms **including, include, in particular, for example** or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

2 TERM

- 2.1 This Agreement shall come into effect on the Commencement Date and shall continue for the Term.
- 2.2 The provisions of this Agreement will apply in respect of its subject matter to the exclusion of any other terms and conditions contained or referred to in any order, purchase order, acknowledgement of order, letter, form or other communication sent by the Client to Captive WiFi.

3 THE SERVICES

- 3.1 Captive WiFi shall provide the Services to the Client in accordance with this Agreement in all material respects.
- 3.2 Captive WiFi shall use reasonable endeavours to meet any performance dates specified in the Subscription Confirmation but any such dates shall be estimates only and time for performance by Captive WiFi shall not be of the essence.
- 3.3 Captive WiFi will implement appropriate security measures and firewalls where the same are part of the Services. Where Captive WiFi hosts data under this Agreement, Captive WiFi has no knowledge of the data or types of data it hosts. It is the Client's

responsibility to ensure that the Services are appropriate for the type of data that Captive WiFi hosts under the Agreement.

- 3.4 Captive WiFi will use reasonable endeavours to maintain the availability of the Services and/or Platform, but cannot guarantee 100% availability (in particular, Captive WiFi accepts no liability for downtime caused by events outside of its control, fault or failure of the internet or public telecommunications networks, breaches by the Client of this Agreement or scheduled maintenance).
- 3.5 For the avoidance of doubt, downtime in the WiFi Services and/or Platform caused directly or indirectly by any of the following shall not be considered a breach of this Agreement by Captive WiFi:
 - 3.5.1 a force majeure event;
 - 3.5.2 a fault or failure of the internet or any public telecommunications network;
 - 3.5.3 a fault or failure of the Client's computer systems or networks;
 - 3.5.4 any breach by the Client of this Agreement; or
 - 3.5.5 scheduled maintenance carried out in accordance with this Agreement or emergency maintenance.

4 **WIFI SERVICES**

- 4.1 Captive WiFi hereby grants to the Client a worldwide, non-exclusive, non-transferrable, licence to use the WiFi Services in accordance with the Documentation, the Terms of Use and this Agreement during the Term and to permit its End Users access to the WiFi Services on the same terms.
- 4.2 In the event the Client wishes to incorporate its own Terms of Use to govern End User access to and use of the WiFi Services, the Client must notify Captive WiFi and upload such Terms of Use via the Platform. Such Client Terms of Use must be at least as stringent as the Captive WiFi Terms of Use. Notwithstanding the foregoing, Captive WiFi is under no obligation to review the Client's Terms of Use and assumes no responsibility for the Client's Terms of Use (including whether such terms are enforceable, suitable or appropriate for their intended use or compliant with applicable laws). The Client is solely responsible for any and all claims relating to its Terms of Use and shall indemnify Captive WiFi against any and all losses suffered or incurred by Captive WiFi in connection with such claims.

5 **PLATFORM**

- 5.1 Captive WiFi shall ensure that the Platform will, on or around the Commencement Date, automatically generate an account for the Client (including both administrator and user accounts) ("**Account**") and Captive WiFi shall provide to the Client login details for that Account via email.

- 5.2 Captive WiFi hereby grants to the Client a worldwide, non-exclusive, non-transferrable, non-sublicensable licence to use the Platform for the internal business purposes of the Client in accordance with the Documentation, the Acceptable Use Policy and this Agreement during the Term and to permit its Authorised Users access to the Platform on the same terms.
- 5.3 The Platform may only be used by authorised users of the Client. Notwithstanding the foregoing, the Client shall remain responsible for all use of the Platform through its Account at all times.
- 5.4 The Client must comply with the Acceptable Use Policy at all times, and must ensure that all persons using the Platform with the authority of the Client or by means, so comply with the Acceptable Use Policy.
- 5.5 For the avoidance of doubt, the Client 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 of this Agreement.

6 MAINTENANCE & SUPPORT SERVICES

- 6.1 Captive WiFi shall, where practicable, give to the Client written notice of scheduled Maintenance Services that are likely to affect the availability of the WiFi Services and/or Platform or are likely to have a material negative impact upon the WiFi Services and/or Platform.
- 6.2 Captive WiFi shall make available to the Client a helpdesk through which the Client can access the Support Services for Defects. Captive WiFi shall respond promptly to all requests for Support Services made by the Client through the helpdesk and shall use reasonable endeavours to promptly remedy any Defects.
- 6.3 Captive WiFi shall provide the Maintenance Services and Support Services with reasonable skill and care.

7 CLIENT'S OBLIGATIONS

- 7.1 The Client shall:
 - 7.1.1 co-operate with Captive WiFi in all matters relating to the Services and the Platform;
 - 7.1.2 ensure that the Client contact named in the Subscription Confirmation is available to assist Captive WiFi when required;
 - 7.1.3 keep its Platform username and password secure and confidential at all times;
 - 7.1.4 remain responsible for use of the WiFi Services by all End Users at all times;

- 7.1.5 remain responsible for use of the Platform by all Authorised Users at all times;
 - 7.1.6 remain responsible and liable for the Client Materials, including any such materials that originate from the End Users;
 - 7.1.7 ensure all Client Materials made available by the Client are accurate and complete and comply with all applicable laws; and
 - 7.1.8 report any Defects in the WiFi Services and Platform as soon as reasonably practicable.
- 7.2 The Client shall not and shall not permit any user to (except to the extent expressly permitted under this Agreement or by applicable law):
- 7.2.1 sub-license the right to access or use the Services or Platform;
 - 7.2.2 permit any unauthorised person to access or use the Services or Platform;
 - 7.2.3 use the WiFi Services in breach of the Terms of Use;
 - 7.2.4 use the Platform in breach of the Acceptable Use Policy;
 - 7.2.5 use the Services or Platform to provide the services to third parties;
 - 7.2.6 republish or redistribute any content or material from the Platform on platforms outside of the Platform;
 - 7.2.7 use the Services or Platform in any way that is unlawful, illegal, harmful or fraudulent or in connection with any such activity or in a way that causes or may cause impairment, damage or lack of availability of the Services or Platform for any third party; or
 - 7.2.8 make any alteration to the Services or Platform.
- 7.3 The Client will use all reasonable endeavours to prevent malicious software from being introduced into the WiFi Services and/or Platform. This will include deploying anti-virus software in accordance with good industry practice.
- 7.4 The Client acknowledges that the WiFi Services enable access to the internet. The use of the internet is solely at the Client's risk and expense and shall be in accordance with the Terms of Use. Captive WiFi does not accept any liability or responsibility for any information, software, services or other material obtained or accessed by the Client and/or any End User through use of the internet accessed through the Services or otherwise.
- 7.5 If Captive WiFi's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Captive

WiFi shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

8 CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services and Platform by Captive WiFi, the Client shall pay the Charges.
- 8.2 The Charges are payable in advance on either a monthly or annual basis (as stated in the Subscription Confirmation).
- 8.3 Captive WiFi may increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this Agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 8.4 Captive WiFi shall invoice the Client for the Charges as specified in the Subscription Confirmation. If payments are to be made monthly, Captive WiFi shall invoice the Client at the beginning of each month (for payment within 30 days) for Services to be performed during the following month. If payments are to be made annually, Captive WiFi shall invoice the Client at the beginning of each year (for payment within 30 days) for Services to be performed during the following year.
- 8.5 In respect of Services provided by Captive WiFi pursuant to this Agreement (save as may be otherwise indicated in the Subscription Confirmation), the Client shall set up a direct debit to pay each invoice submitted to it by Captive WiFi on the day specified in the Subscription Confirmation, to a bank account nominated in writing by Captive WiFi from time to time.
- 8.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Captive WiFi any sum due under this Agreement on the due date:
- 8.6.1 the Client shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
- 8.6.2 Captive WiFi may suspend all or part of the Services and/or access to the Platform until payment has been made in full.
- 8.7 All sums payable to Captive WiFi under this Agreement are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Captive WiFi and its licensors shall retain ownership of all IPRs in the Platform, excluding the Client Materials and Data.

9.2 The Client and its licensors shall retain ownership of all IPRs in the Client Materials and Data, and the Client hereby grants Captive WiFi a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials and Data for the Term of this Agreement for the purpose of providing the Services and Platform to the Client.

9.3 Captive WiFi:

9.3.1 warrants that the receipt, use of the Services and Platform by the Client shall not infringe any rights of third parties to the extent that infringement results from copying;

9.3.2 shall keep the Client indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and/or Platform; and

9.3.3 shall not be in breach of the warranty at clause 9.3.1, and the Client shall have no claim under the indemnity at clause 9.3.2, to the extent the infringement arises from:

- (a) the use of the Client Materials in the development of, or the inclusion of the Client Materials in the Services and/or Platform;
- (b) the Data;
- (c) any use of the Services and/or Platform in breach of this Agreement;
- (d) any modification of the Services and/or Platform other than by or on behalf of Captive WiFi; and/or
- (e) compliance with the Client's specifications or instructions.

9.4 The Client:

9.4.1 warrants that the receipt and use of the Client Materials in the performance of this Agreement by Captive WiFi, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

- 9.4.2 shall keep Captive WiFi indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Captive WiFi as a result of or in connection with any claim brought against Captive WiFi, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.
- 9.5 If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 9, the Indemnified Party shall:
- 9.5.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 9.3.2 or clause 9.4.2 (as applicable), (**IPRs Claim**);
- 9.5.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 9.5.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- 9.5.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10 **CONFIDENTIALITY**

- 10.1 Each party undertakes that it shall not at any time during the Term and for a period of five years after the Term, disclose to any person (or permit the disclosure of) any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11 **ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS**

The Client acknowledges that complex software is never wholly free from defects, errors and bugs, and subject to the other provisions of this Agreement, Captive WiFi gives no warranty or representation that the WiFi Services or Platform will be wholly free from defects, errors and bugs, secure or compatible with software or systems not approved by Captive WiFi.

12 **AUDIT**

During normal business hours, the Client shall permit Captive WiFi or Captive WiFi's representatives access to the Client's premises and to any relevant records kept in connection with this Agreement and Client will comply with all reasonable requests or directions of Captive WiFi or its representatives to enable Captive WiFi to verify and/or procure that Client is in full compliance with its obligations under this Agreement. Captive WiFi or Captive WiFi's representative will be required to adhere to any applicable Client premises and security policies in the performance of such an audit or inspection.

13 **DATA PROTECTION**

13.1 During the course of providing the Services, Captive WiFi may be required to process personal data for which Client is the controller. Captive WiFi shall be the processor of any such data provided by (or to which access is granted by) the Client. Captive WiFi shall, and shall procure that any of its sub-processors it delegates to shall, at all times:

13.1.1 only process the personal data as may reasonably be required for the purpose of:

- (a) performing its obligations under this Agreement; and
- (b) otherwise complying with an obligation under this Agreement or under any Applicable Data Protection Law;

13.1.2 use reasonable endeavours to procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

13.1.3 have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level

of security appropriate to the risk represented by the processing and the nature of the personal data to be protected;

- 13.1.4 reasonably assist Client, at Client's expense, in responding to any request from a data subject and in ensuring compliance with Client's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, Captive WiFi shall notify Client if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Client personal data;
 - 13.1.5 notify Client without undue delay after becoming aware of a personal data breach;
 - 13.1.6 at the written direction of Client, delete or return to Client all Client personal data on termination of this Agreement, unless Captive WiFi is required by Applicable Data Protection Laws to continue to process that personal data or has a reasonable need to retain such data as part of historic records pertaining to normal business operations.
- 13.2 Client hereby provides its prior, general authorisation for Captive WiFi to:
- 13.2.1 continue to use the relevant third-party service providers appointed as at the Commencement Date to provide the relevant services in substantially the same manner as they were provided prior to the Commencement Date;
 - 13.2.2 appoint other processors to process the Client personal data, provided that Captive WiFi shall use reasonable endeavours to procure that the terms on which it appoints such processors comply with Applicable Data Protection Laws; and
 - 13.2.3 transfer Client personal data outside of the UK as required for the purposes set out in this Agreement, provided that Captive WiFi shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.
- 13.3 The Client warrants, represents and undertakes that it has (or will acquire) consent and/or another valid legal basis on which to process personal data as described in this clause 13.
- 13.4 In the event the Client wishes to incorporate its own Privacy Policy to govern End User access to and use of the WiFi Services, it must notify Captive WiFi and upload such Privacy Policy via the Platform. Such Client Privacy Policy must be at least as stringent as the Captive WiFi Privacy Policy. Notwithstanding the foregoing, Captive WiFi assumes no responsibility for the Client's Privacy Policy (including whether such terms

are enforceable, suitable or appropriate for their intended use or compliant with applicable laws).

14 **LIMITATION OF LIABILITY**

14.1 Nothing in this Agreement shall limit or exclude Captive WiFi's liability for:

14.1.1 death or personal injury caused by its negligence; or

14.1.2 fraud or fraudulent misrepresentation.

14.2 Subject to clause 14.1, Captive WiFi shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; or any indirect or consequential loss.

14.3 Subject to clauses 14.1 and 14.2, Captive WiFi's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Charges paid by the Client under this Agreement in the 12 months preceding the claim.

14.4 Save as expressly stated herein, all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.

14.5 It is the Client's responsibility to obtain and maintain insurance including professional indemnity, cyber-risk and data loss insurance in respect of the provision of Services by Captive WiFi.

15 **TERMINATION**

15.1 Either party may terminate this Agreement at any time by giving to the other at least 30 days' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or

15.2.2 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 Without affecting any other right or remedy available to it, Captive WiFi may terminate this Agreement with immediate effect by giving written notice to the Client if:

- 15.3.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified to make such payment; or
- 15.3.2 there is a change of control of the Client.

16 CONSEQUENCES OF TERMINATION

16.1 On termination of this Agreement:

- 16.1.1 the Client shall immediately pay to Captive WiFi all of Captive WiFi's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Captive WiFi may submit an invoice, which shall be payable immediately on receipt;
- 16.1.2 the Client shall be permitted to access the Platform for a period of 10 days following termination in order to extract all Data from the Platform. Following expiry of such 10 day period, Captive WiFi shall have the right to permanently erase all Data from the Platform;
- 16.1.3 subject to clause 16.1.2 all access to and use of the Services and the Platform shall cease with immediate effect; and
- 16.1.4 clauses 1, 8, 9.1, 9.2, 10,12, 14, 16 and 17 shall survive in full force and effect.

- 16.2 Termination or expiry of this Agreement shall not affect any 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 the Agreement which existed at or before the date of termination or expiry.

17 GENERAL

- 17.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**force majeure event**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 5 days' written notice to the affected party.
- 17.2 The Client shall not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. Captive WiFi may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

- 17.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.4 If any provision or part-provision of this Agreement is or 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.
- 17.5 This Agreement will not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative each party.
- 17.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.8 This Agreement does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this Agreement.
- 17.9 This Agreement 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 whose courts shall have exclusive jurisdiction.