

PLEASE READ THESE LICENCE APP TERMS AND CONDITIONS (“APP TERMS”) CAREFULLY

BY BUYING THE APP YOU AGREE TO THESE APP TERMS. IF YOU DO NOT AGREE TO THESE APP TERMS DO NOT BUY OR DOWNLOAD THE APP OR CLICK “ACCEPT”.

1. Definitions:

Confidential Information	any and all information that is proprietary or confidential in nature and is either clearly labelled as such or would, by its nature, be considered by a reasonable businessperson to be confidential (including, with respect to Vizrt, all information and materials concerning and/or relating to the Vizrt Subscription Service).
Customer or You	The person or corporate entity that has subscribed to receive the App.
Customer’s Data	the Customer’s proprietary data or information submitted to: <ol style="list-style-type: none"> 1. the App; 2. Vizrt’s help and/or ticket desk in connection with Vizrt Support, by and/or on behalf of the Customer.
Customer’s Indemnity	has the meaning given in clause 20.12.
Customer’s Materials	the Customer’s proprietary (or third party licensed): <ol style="list-style-type: none"> 1. content; 2. materials; 3. logos or other creative, graphic or design assets, provided, accessed or made available by the Customer under or in connection with the App Terms.
Customer’s Property	the Customer’s Data, Customer’s Materials, and Customer’s System.
Customer’s System	the computing environment and/or Systems used, and/or made available for use, by the Customer (or any of its relevant Affiliates) in connection with the App (including the hardware, devices, equipment, computer and communications systems, on-premise or third party cloud hosting infrastructure, and networks, proprietary software, third-party software, and databases).
Documentation	any user manuals, technical manuals, or other materials provided by Vizrt in connection with the App (whether in printed, electronic or other form) that describe the installation, operation, use, or technical specifications of the App, the Minimum System Requirements, and mandatory third-party licences (including the “ <i>Vizrt Global Support Handbook</i> ”).
Effective Date	the:

	<ol style="list-style-type: none"> 1. the '<i>Effective Date</i>' specified in the Order Form; or 2. where the '<i>Effective Date</i>' has not been specified in the Order Form, the date that the Subscription is entered into or, where applicable, the Electronic Signature is made.
Electronic Signature	where the Customer or Customer's authorised representative clicks "Accept" (and/or completes such other affirming act(s) required by the registration and/or Subscription process) or downloads, installs, hosts, or otherwise accesses the App.
Fee(s)	the consideration payable for the App as specified in the Subscription.
Indemnified Claim	has the meaning given in clause 20.2.1.
Intellectual Property Right(s) or IPR	<ol style="list-style-type: none"> 1. patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing (including continuations, continuations-in-part, and divisional applications), the right to apply for and be granted any of the foregoing, and rights in inventions; 2. copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; 3. trade marks, service marks, and rights in trade-names, business names, brand names, get-up, logos, domain names, URLs, and all applications for the foregoing; 4. rights in know-how, trade secrets, and confidential information, data exclusivity rights; and 5. all other forms of intellectual property right having equivalent or similar effect to any of the above which may exist anywhere in the world.
Loss(es)	all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers' fees, and costs and disbursements of investigation, litigation, settlement, judgment, interest, fines, penalties, and remedial actions) howsoever arising in connection with a party's breach of the App Terms or under an indemnity.
Minimum System Requirements	the minimum technical requirements that the Customer's System must meet in order for the App to perform in accordance with the App Terms (as described or referenced in the Documentation).
Reseller	an authorised reseller of the App.
Sanctions Restrictions	<p>any economic sanctions laws, regulations, embargoes, or restrictive measures (including export control laws) administered, enacted or enforced by an applicable sanctions authority including by:</p> <ol style="list-style-type: none"> 1. the United Nations; 2. the European Union;

	<ol style="list-style-type: none"> 3. the United Kingdom; and 4. the United States of America.
Services	Any support services provided by Vizrt in connection with the App as specified in the Vizrt Global Support Handbook available here: https://www.vizrt.com/support/
Subscription	an order to license and use the App and/or Documentation containing specific terms and conditions (e.g. account information, Effective Date, Fee(s) and Subscription Period).
Subscription Period	The subscription period specified in the Subscription.
Vizrt Data	collected, grouped, anonymised, and aggregated data and/or information submitted to the App or provided and/or made available to Vizrt in connection with the provision and/or receipt of the App.
Vizrt's IPR	<p>all present and future Intellectual Property Rights in:</p> <ol style="list-style-type: none"> 1. the App (excluding the Customer's Property); 2. all materials provided or made available by, or on behalf of, Vizrt in connection with the provision of the App (including the Documentation); 3. any and all adaptations, add-ons, modifications, updates, and enhancements to the software and materials described in limbs (1) and (2) including at the request or suggestion of the Customer; and 4. the Vizrt Data.

2. Who Vizrt is and what this agreement does

2.1. We, Vizrt Austria GmbH of Industriestraße 2a, 6134 Vomp, Austria ("**Vizrt**" or we), grant You a non-exclusive, non-sublicensable, non-transferable, limited, revocable and/or terminable (to the extent permitted under these App Terms) license to use:

2.1.1. The application software, the data supplied with the software, ("App") that is provided by Vizrt under these App Terms or that are specified in the applicable Subscription and any updates or supplements to it; and

2.1.2. The related online or electronic documentation (**Documentation**) available at: <https://www.vizrt.com/products/zoom/>

as permitted in these App Terms (the "**License**").

2.2. These App Terms equally apply to Trial Users (as defined below), it being understood that the Trial Users will have a limited trial account. Trial Users

will have all rights and obligations of a Customer and will be subject to these App Terms unless expressly stated otherwise herein or the context requires otherwise.

3. Trial Period

- 3.1.** If Customer registers for a free trial of the App ("**Trial User(s)**"), Vizrt will make the App available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period specified in the sign-up page or as specified within the App, or (b) the start date of any paid subscription for the App.
- 3.2.** The free trial is provided for evaluation purposes only and may be subject to certain usage limitations as specified by Vizrt. During the trial period, the App is provided "as is" and without any warranties, support, or indemnities. Vizrt shall have no liability for any damages arising out of or in connection with Customer's use of the App during the trial period.
- 3.3.** Unless Customer enters into a paid subscription agreement prior to the end of the trial period, access to the App will be disabled at the end of the trial.
- 3.4.** Customer may only use the free trial once, unless otherwise agreed in writing.

4. Term, renewal and termination

- 4.1.** The Subscription shall be effective and binding from the Effective Date and continue, unless terminated in accordance with these App Terms or the Subscription, for the Subscription Period specified in the Subscription.
- 4.2.** Upon expiration of the Subscription Period, the Subscription shall renew for consecutive periods equal to the initial Subscription Period (each a "**Renewal Period**"). You may cancel the renewal of the Subscription Period or any Renewal Period by providing written notice to Vizrt or your Zoom Account Manager at least 30 days in advance of the expiration of the Subscription Period or then-current Renewal Period.
- 4.3.** Subject to clause 4.2., You hereby consent to immediate performance of these App Terms from the Effective Date and acknowledge that You will lose any right of withdrawal from the contract once the download, installation or accessing of the App has begun that may be available under applicable law.

5. Data Privacy

- 5.1.** Under data protection legislation, Vizrt is required to provide you with certain information regarding how we process your personal data and

your rights in relation to your personal data and how to exercise them. This information is provided in the Vizrt Privacy Policy at the following link: <https://www.vizrt.com/legal/privacy-policy/> and it is important that you read this document.

6. Other App Terms that may apply

6.1. The following documents also form part of the agreement along with these App Terms and collectively form the "Agreement" between you and Vizrt:

6.1.1. Our Cookie Policy which is available at the following link: <https://www.vizrt.com/legal/cookies-policy/>, which sets out information about the cookies used by Vizrt (and together with our Privacy Policy is referred to as the "**Policy**").

6.2. Vizrt may revise and update these App Terms or the Policy from time to time at its sole discretion without providing notice. All changes are effective immediately upon publication, or if required by law, upon providing notice to You of such change, and thereafter apply to all use and access to the App.

7. Zoom's App Marketplace App Terms also apply

7.1. The ways in which you can use the App and Documentation may also be controlled by the Zoom App Marketplace rules and policies and Zoom Terms of Service, available here: <https://www.zoom.com/en/trust/terms/> including any specific Services description (defined therein).

8. Operating system requirements

8.1. This App may be subject to minimum system requirements as described in the Documentation.

9. Support for the App

9.1. Support. If you want to learn more about the App or the Service or have any problems using them, please find further support resources from Zoom available at the following link: https://support.zoom.com/hc/en/contact?id=contact_us.

9.2. Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us regarding issued with the App or Services please contact Vizrt via the following link: <https://www.vizrt.com/support/>. Further details of Vizrt's support

operations can be located in the Vizrt Global Support Handbook available at the same link.

- 9.3. How we will communicate with you.** If we have to contact you we will do so by email using the contact details you have provided to us or the details provided upon registration to use the App.

10. How you may use the App, including how many devices you may use it on

- 10.1.** In return for your agreeing to comply with these App Terms you may:
- 10.1.1.** download a copy of the App onto one (1) device and view, use and display the App and the Service on such devices for your personal or internal business purposes only.
 - 10.1.2.** use any Documentation to support your permitted use of the App and the Service; and
 - 10.1.3.** receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

11. Age Restriction

- 11.1.** You must be 16 or over to accept these App Terms and buy the App.

12. You may not transfer the App to someone else

- 12.1.** Vizrt is giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

13. Update to the App and changes to the Service

- 13.1.** From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.
- 13.2.** If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.
- 13.3.** The App will substantially align with the description of it provided to you when you bought it.

14. Vizrt is not responsible for other websites you link to

- 14.1.** The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and Vizrt is not responsible for and have not checked and approved their content or their privacy policies (if any).
- 14.2.** You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

15. Licence restrictions

You agree that you will:

- 15.1.** not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- 15.2.** not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 15.3.** not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these App Terms;
- 15.4.** not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - 15.4.1.** is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - 15.4.2.** is not used to create any software that is substantially similar in its expression to the App;
 - 15.4.3.** is kept secure; and

15.4.4. is used only for the Permitted Objective.

15.5. comply with all applicable Sanctions Restrictions that apply to the technology used or supported by the App or any Service.

16. Acceptable use restrictions

You must:

16.1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these App Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

16.2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these App Terms);

16.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

16.4. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

16.5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

17. Intellectual property rights

17.1. All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these App Terms.

17.2. As between the parties, the Customer (i) owns all Intellectual Property Rights in and to all the Customer's Property, and (ii) shall have sole responsibility for the acquisition, deployment, licensing, legality, non-infringement, reliability, integrity, accuracy, and quality of the Customer's Property.

18. Confidentiality

18.1. Each party shall:

- 18.1.1.** hold the other party's Confidential Information in confidence (including by using the same degree of care and discretion to avoid disclosure, publication, or dissemination as it uses to protect its own similar information); and
- 18.1.2.** subject to clause 18.2 and clause 18.3, not:
 - 18.1.2.1.** make the other's Confidential Information available to any third party; or
 - 18.1.2.2.** use the other's Confidential Information for any purpose other than in connection with the provision or receipt of the Vizrt Subscription Service.
- 18.2.** A party may disclose the other party's Confidential Information if and to the extent required by applicable Legislation or by any regulatory body or securities exchange, provided that the disclosing party shall, as soon as reasonably practicable and to the extent permitted by applicable Legislation, notify the other party in writing of the circumstances of such disclosure and the Confidential Information to which such disclosure applies.
- 18.3.** The Supplier shall be entitled to disclose the Customer's Confidential Information:
 - 18.3.1.** to any employee, consultant, contractor, auditor, professional adviser, or other person engaged by the Supplier who has a need to know the Customer's Confidential Information in connection with the Agreement or the Vizrt Subscription Service; or
 - 18.3.2.** for the purpose of the examination and certification of the Supplier's accounts.
- 18.4.** The Supplier shall ensure that the person to whom the Customer's Confidential Information has been disclosed under clause 18.3 is bound by written or statutory confidentiality obligations that are materially as protective of the Customer's Confidential Information as those set out in this clause 18.
- 18.5.** The Customer warrants and represents to the Supplier that it has the right to disclose Confidential Information:
 - 18.5.1.** provided to the Supplier; or
 - 18.5.2.** submitted to the Vizrt Subscription Service,
and to authorise the Supplier to use such Confidential Information in connection with the provision of the Vizrt Subscription Service.
- 18.6.** The obligations contained in this clause 18 shall not apply to Confidential Information that:

- 18.6.1.** is or becomes publicly known (other than through any act or omission of the receiving party);
- 18.6.2.** was in the receiving party's lawful possession before the disclosure;
- 18.6.3.** is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 18.6.4.** is independently developed by the receiving party without use or reference to the other party's Confidential Information.

19. Fees and Payment

- 19.1.** Where the Subscription and Vizrt Support has been purchased through a Reseller, the Fees and payment terms shall be as agreed between the Customer and the Reseller and, in all other cases, this clause 19 shall apply.
- 19.2.** The Customer agrees to pay to Vizrt, the Fees payable in the currency, frequency, and as described in each Subscription.
- 19.3.** Vizrt will invoice the Customer for the relevant Fee as set out in the applicable Subscription.
- 19.4.** Unless otherwise agreed as set out in the applicable Subscription, the Customer shall pay each invoice for the Fees (without set-off or deduction) upfront.
- 19.5.** If the Customer is in breach of clause 19.4. then, without prejudice to any other of Vizrt's rights or remedies, Vizrt may:
 - 19.5.1.** suspend the provision of the App (in whole or in part) unless and until the Fees are paid; and
 - 19.5.2.** charge the Customer interest, accruing on a daily basis, on the overdue Fees at the maximum rate permitted or prescribed by applicable Legislation, commencing on the date the payment of the Fees fell due and continuing until full payment of the Fees (whether before or after judgment).
- 19.6.** The Customer agrees that:
 - 19.6.1.** the Fees are calculated exclusive of all sales taxes (e.g., any value added tax); and
 - 19.6.2.** sales tax (if applicable) shall be added to the Fees, and specified in the invoice, at the appropriate rate.
- 19.7.** If the Customer is required by applicable Legislation to make any deduction or withholding from any payment to Vizrt then the sum due in respect of such payment shall be increased so that, after making such deduction or withholding, Vizrt receives a net sum that is equal to the sum

it would have received had no such deduction or withholding been made.

- 19.8.** Subject to clause 19.7, Vizrt shall be entitled to be reimbursed for any expenses (such as travel or subsistence expenses) incurred in the performance of the Agreement provided that such expenses have been authorised by the Customer in advance in writing (e.g., by e-mail or in the Order Form).
- 19.9.** The Customer shall reimburse Vizrt for all expenses incurred in compliance with clause 19.8 provided that Vizrt provides the Customer with receipts or other proof of payment for such expenses.
- 19.10.** Vizrt is entitled to change the Fees by providing notice to you at least 30 days in advance of any Renewal Period.

20. Indemnities

- 20.1.** Vizrt shall defend and indemnify the Customer against any claim made against the Customer by a third party claimant alleging that the Customer's use of the App (excluding any Third-Party Materials) in accordance with the App Terms infringes any Intellectual Property Rights belonging to that third party claimant ("**Vizrt's Indemnity**").
- 20.2.** The Vizrt's Indemnity shall not apply unless:
 - 20.2.1.** Vizrt is given prompt written notice of any claim to which Vizrt's Indemnity applies (the "**Indemnified Claim**") and, in any event, is given written notice within five (5) days of the Customer becoming aware of, or being notified of, the Indemnified Claim;
 - 20.2.2.** the Customer provides Vizrt with all reasonably requested cooperation in connection with the defence and settlement of the Indemnified Claim;
 - 20.2.3.** the Customer takes all reasonable and timely action necessary to mitigate all Losses incurred by the Customer as a result of the Indemnified Claim (including such reasonable actions as Vizrt may request to avoid, dispute, resist, appeal, compromise, or defend the Indemnified Claim); and
 - 20.2.4.** Vizrt is given sole authority to defend or settle the Indemnified Claim.
- 20.3.** In the defence or settlement of any Indemnified Claim, Vizrt may:
 - 20.3.1.** procure the right for the Customer to continue using the App;
 - 20.3.2.** replace or modify the App so that it becomes non infringing; or
 - 20.3.3.** if such remedies are not reasonably available, terminate or suspend the Agreement (and the Customer's access to the App).

- 20.4.** Vizrt's Indemnity shall not apply if, and to the extent, the Indemnified Claim is based on:
 - 20.4.1.** a modification of Vizrt's IPR by any person other than Vizrt or Vizrt's authorised representatives (except with Vizrt's express prior agreement and technical direction);
 - 20.4.2.** any infringing third-party material;
 - 20.4.3.** infringing Customer's Property; or
 - 20.4.4.** the Customer's use of the App in breach of the Agreement or in a manner contrary to the reasonable instructions given to it by Vizrt.
- 20.5.** Vizrt's Indemnity shall only apply to the extent Losses:
 - 20.5.1.** have been awarded against the Customer by a court or other body having competent jurisdiction; or
 - 20.5.2.** have been agreed to be paid (with the consent of Vizrt) to the third-party claimant in settlement of the Indemnified Claim; and
 - 20.5.3.** in all cases, comprise reasonably and properly incurred legal fees and disbursements, fees levied by any court of competent jurisdiction, arbitrator or mediator, or fees and disbursements charged by expert witnesses.
- 20.6.** The Customer shall defend and indemnify Vizrt, its affiliates, its and their officers, directors, sub-contractors, and employees against any and all Losses arising out of, or in connection with, any allegation or claim that:
 - 20.6.1.** the Customer's Property infringe any third party's Intellectual Property Rights;
 - 20.6.2.** results from the Customer's breach of any applicable third-party terms(**"Customer's Indemnity"**).

21. Liability

- 21.1.** The limits and exclusions of liability in this clause 21 (LIABILITY) apply to all Losses irrespective of whether the liability for such Losses arises in connection with a breach of contract, tort (including negligence), misrepresentation (other than given fraudulently), breach of statutory duty, or otherwise (the **"Cause(s) of Action"**).
- 21.2.** Nothing in the Agreement shall be construed as limiting or fettering either party's general obligation to mitigate its Losses arising out of, or in connection with, a breach of the Agreement including in respect of Losses arising under an indemnity.

- 21.3.** Nothing in the Agreement shall limit or exclude (or seeks to limit or exclude), to a greater extent than is permitted under applicable Legislation, either party's liability to the other for Losses caused by or resulting from:
- 21.3.1.** personal injury or death caused by the negligence of a party;
 - 21.3.2.** fraud or fraudulent misrepresentation; or
 - 21.3.3.** any matter which, under applicable Legislation, a party cannot exclude or limit (or attempt to exclude or limit) its liability.
- 21.4.** Nothing in the Agreement shall limit or exclude:
- 21.4.1.** the Customer's liability to pay the Fees;
 - 21.4.2.** the Customer's liability for Losses resulting from or caused by a breach of clause 15; or
 - 21.4.3.** subject to clause 21.2, Losses that are subject to Vizrt's Indemnity or the Customer's Indemnity.
- 21.5.** Subject to clauses 21.3 and 21.4, neither party shall be liable to the other (or to any third party claiming under or through the other) under or in connection with the App Terms or under any Cause of Action to the extent that Losses comprise:
- 21.5.1.** profit or revenue (excluding the Fees);
 - 21.5.2.** anticipated savings;
 - 21.5.3.** loss of contract or business opportunity;
 - 21.5.4.** loss or depletion of goodwill;
 - 21.5.5.** loss or corruption of data or information; or
 - 21.5.6.** any special, indirect, or consequential loss or damage,
- in each case, whether arising directly or indirectly under or in connection with the Agreement and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen, or actually contemplated by a party at the Effective Date.
- 21.6.** Subject to clauses 21.1 to 21.5 (inclusive), each party's total aggregate liability to the other (and to any third party claiming under or through the other) shall not exceed the sum equivalent to the total Fees paid and payable under the Subscription giving rise to the claim for Losses. For the sake of clarity, Vizrt's liability to Trial Users shall be limited to 1 USD. The foregoing shall apply to the maximum extent permitted by law.

22. Your Responsibilities:

- 22.1. Limitations to the App and the Services.** The App and the Services are provided for internal business, general information and entertainment

purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Vizrt makes no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

22.2. Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

22.3. Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your specific requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

22.4. Vizrt is not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

23. We may end your rights to use the App and the Services if you break these App Terms

23.1. We may end your rights to use the App and Services at any time by contacting you if you have broken these App Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

23.2. If we end your rights to use the App and Services:

23.2.1. You must stop all activities authorised by these App Terms, including your use of the App and any Services.

23.2.2. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

23.2.3. We may revoke or suspend access to the App from them and cease providing you with access to the Services.

24. Assignment

- 24.1. We may transfer our rights and obligations under these App Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 24.2. You may only transfer your rights or your obligations under these App Terms to another person if we agree in writing.

25. No rights for third parties

- 25.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26. If a court finds part of this contract illegal, the rest will continue in force

- 26.1. Each of the paragraphs of these App Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

27. Even if we delay in enforcing this contract, we can still enforce it later

- 27.1. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these App Terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

28. Which laws apply to this agreement and where you may bring legal proceedings

- 28.1. These App Terms are governed by English law and the English courts shall have exclusive jurisdiction over any disputes with regards to these App Terms.