

INTER-NDA E-FORM: Terms of Use

These Terms of Use (“Terms”) apply to all users (“Users”) of the INTER-NDA E-Form (“Services”).

These Terms govern your use of the Services provided to you by the developer of the INTER-NDA E-form (“Developer”). By using the Services, you are stating that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the Developer Services.

As used in these Terms, “you” and “user” refers to you as the “user” of the services, “we” and “our” refer to the Developer; each a “Party” and collectively “the Parties”.

1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Agreement including its recitals, unless the context requires otherwise:

‘Arising Intellectual Property’	shall mean any Intellectual Property (including the Study Data), which is generated or first reduced to practice by any Party or Parties directly as a result of use of the Services undertaken in accordance with this Agreement
‘Background Intellectual Property’	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the use of the Services, and which the owning Party contributes or uses in the course of utilizing the Services
‘Confidential Information’	shall mean any Background Intellectual Property disclosed by one Party to the others during the use of the Services and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual Property.
‘Intellectual Property’	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.
‘Project Period’	shall be the period during which a research project, medical or otherwise, uses the Services
‘Data’	shall mean all data derived through and/or involving, either directly or indirectly, the use of the Services.

2. Licensing and Use of Services

- 2.1 Your right to use the Services depends on your collaboration agreement with the Developer. You agree to use the Services only as permitted in these Terms.
- 2.2 You accept and assume sole responsibility for your use of the Services.
- 2.3 You may not share your login info/credentials and user-specific link with any other person or entity.
- 2.4 The Developer hereby grants you the right to use the Services solely for the research and/or data entry purposes. The Licensed Material may not be used for commercial purposes.
- 2.5 You shall only use the Licensed Material in accordance with all applicable statutes and regulations.

3. Limitations on Use of the Services

- 3.1 You agree that you will at all times use the Services consistent with all applicable laws and regulations, not violating any law, legal right or protection, regulation, legal prohibition, privacy right, or intellectual property right. THIS INCLUDES BUT IS NOT LIMITED TO LAWS AND REGULATIONS PERTAINING TO EMAIL SOLICITATION, SPAM, FINANCIAL AND MONETARY SCHEMES, PHISHING, COMPUTER FRAUD, COMPUTER CRIMES, UNAUTHORIZED COLLECTION OR USE OF DATA OF ANY KIND INCLUDING BUT NOT LIMITED TO DATA THAT IS PROTECTED BY LAW, FRAUD, DECEPTION, INVASION OF PRIVACY, DEFAMATION, DISCRIMINATION, HARASSMENT, TERRORISM, AND THE LIKE.
- 3.2 YOU MAY NOT USE THE DEVELOPER AND/OR THE SERVICES TO COLLECT, USE, OR DISCLOSE PERSONAL INFORMATION PROTECTED FROM ANY OF THESE ACTIVITIES UNDER PRIVACY LAWS. YOU FURTHER AGREE TO NOT USE THE SERVICE TO COLLECT, USE, OR DISCLOSE CREDIT CARD INFORMATION OR ANY TYPE OF LOGIN CREDENTIALS. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY DATA PROTECTION AND PRIVACY LAWS AND RULES APPLICABLE TO THE SENSITIVE INFORMATION.
- 3.3 YOU AGREE THAT DEVELOPER MAY TEMPORARILY OR PERMANENTLY DISABLE YOUR ACCESS TO THE SERVICES IF WE HAVE A GOOD FAITH BELIEF THAT YOU HAVE USED THE SERVICES IN VIOLATION OF LAW OR OF ANY PERSON'S LEGAL RIGHTS.
- 3.4 You and agents hereby forever release Developer from any and all responsibility for any and all wrongs and violations committed by you relating to your use of the Services.
- 3.5 As between Developer and you, you accept and have sole responsibility for and ownership in the Data that is posted to your account unless otherwise specified in the collaboration agreement between you and the Developer. "Data" as used in these Terms refers to information and data submitted by third parties on/in forms used by you as part of the Services, of whatever nature, including but is not limited to text, characters, numbers, visual content, audio content, software, music, sound, photographs, graphics, messages, tags, and the like. Neither your personal data nor your confidential information is "Data" for purposes of these Terms.
- 3.6 You agree that we have the right to immediately suspend your use of the Services without prior notice and without any obligation or refund of fees you've paid us if you violate any provision of this section 2.

4. Confidentiality

- 4.1 The Services are Confidential Information of the Developer. Under no shall you disclose information relating to the Services, in whole or in part, to third parties, unless prior written permission is granted by the Developer. You shall inform all users that information relating to the Services is confidential and must not be disclosed to third parties.
- 4.2 Each Party will use all reasonable endeavors not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Agreement, any of another Party's Confidential Information.
- 4.3 No Party shall incur any obligation with respect to information which:

- 4.3.1 is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or
 - 4.3.2 is or becomes publicly known without the fault of the receiving Party; or
 - 4.3.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
 - 4.3.4 is independently developed by the receiving Party; or
 - 4.3.5 is approved for release in writing by an authorized representative of the disclosing Party; or
 - 4.3.6 the receiving Party is specifically required to disclose in order to fulfill an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
- 4.4 If any Party receives a request under the Freedom of Information Act 2000 to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.
- 4.5 The provisions of Clause 4 shall survive the termination of this Collaboration Agreement indefinitely.

5. Your Account Terms

- 5.1 You may not access the Developer Services through automated methods, such as the use of robots or other computer code which calls the Services, except where we've given you express written permission.
- 5.2 Each user must provide a valid email address and any other information requested in order to fully complete the signup process and create a login. You may only create a separate login for as many Users as agreed in writing with the Developer. The sharing of your Administrative (hereinafter referred to as "Admin") Account login credentials is strictly prohibited. You are responsible for maintaining the security of each User's account, username and password and for ensuring that each User associated with your Admin Account complies with these Terms.
- 5.3 The developer is not liable for any loss or damage from your (or your Users') failure to comply with these Terms. You are solely responsible for all Data posted to your account, whether or not you personally posted the Data.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Services shall remain the property of the Party introducing the same. No Party will make any representation or do any act, which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement.
- 6.2 The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from use of the Services which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 6.3 For the avoidance of doubt, the Services including any updates, additions, and modifications to it, generated during the course of the Study or otherwise, are, and shall remain, the property of the Developer. You shall have no right, title, or interest in the Services except as expressly given in this Agreement. The Developer reserves the right to distribute the Licensed Material to third parties.
- 6.4 All credits and copyright notices displayed on the Services or any accompanying documentation will be left in place.
- 6.5 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the use of the Services to use its Background Intellectual Property for the sole

purpose of utilising the Services. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.

- 6.6 Each Party shall ensure that it secures ownership of Arising Intellectual Property generated by its employees, students and/or agents from use of the Services from its employees, students and agents.
- 6.7 Each Party will execute promptly all documents and carry out all actions which may reasonably be necessary or desirable in order to vest in the other Party ('the Owing Party') or its nominee all rights in all of the Owing Party's Arising Intellectual Property; and enable the Owing Party or its nominee to obtain and renew all patent, design, trade mark, copyright and other registrations available for the protection of the Owing Party's Arising Intellectual Property.

7. FORMS AND SUBMISSIONS

- 7.1 Unless otherwise specified in the Collaboration Agreement between you and the Developer, the developer does not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials you use, gather, submit, or make available to others through the use of the Developer Services ("Forms and Submissions").
- 7.2 You own all rights to your Forms and Submissions unless otherwise specified in writing between you and the Developer.
- 7.3 When you make your Data or Submission "public", you grant Developer a worldwide and fully sub licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your Forms and Submissions (in whole or in part) in any format or medium now known or later developed. Submissions and Data will only be made public by you.
- 7.4 The Services are public by default but are blank and contain no Data.
- 7.5 The Developer does not pre-screen forms or submissions and you agree that you are solely responsible for all of your Forms and User Submissions.

8. DATA PRIVACY & GDPR

- 8.1 By using the Services you accept the Privacy Policy, *Data Processing and Security Terms (DPST)*, and *Terms of Service of Google LLP*, available at <https://policies.google.com/terms?hl=en-US> and at <https://cloud.google.com/privacy/gdpr>. The developer is not liable for any loss or damage from your (or your Users') failure to comply with these Terms.
- 8.2 The developer is not liable for any loss or damage to you (or your Users) or data breaches resultant from issues relating to, directly or indirectly, to Google LLP or a change in Google LLP's aforementioned policies.
- 8.3 It is the policy of Developer to respect the privacy of all Users. Your use of the Developer Services as well as certain other information about you is subject to the terms and conditions of Google LLP's [Privacy Policy](#), which is incorporated into these Terms by reference.

9. DEVELOPER'S USE OF DATA

- 9.1 You hereby authorize us to access, use and display Data for the purpose of and to the extent necessary to provide the Services to you, to protect the Data, and to protect our online or computer resources from unlawful cyber attacks. We will not modify any Data, copy Data onto any media, disassemble, decompile or reverse engineer all or any part of the Data, or use, duplicate, transfer, sell, distribute or otherwise disclose the Data to any other party.
- 9.2 You grant the Developer a non-exclusive, irrevocable, royalty-free license to access the Data for processes relating to maintenance, protection and upgrade of the Services.
- 9.3 Both Parties acknowledge that the Data generated by use of the Services is un-cleaned/un-processed (raw) data. The Developer accepts no responsibility for data cleaning, pre-processing or processing.

- 9.4 You shall be responsible for ensuring that it has (and for configuring) the telecommunications and other equipment and software (including security and virus-checking software), with appropriate licences, necessary in order safely and securely to access and use the Data.
- 9.5 Both Parties shall comply with all applicable laws and regulations in relation to the use of the Data.
- 9.6 You shall notify the Developer promptly of any inaccuracies, errors or malfunctions in the Data and/or Services, which come (or should reasonably come) to its attention.

10. ASSIGNMENT

- 10.1 No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.
- 10.2 You may not assign any of your rights or obligations under this Agreement without the prior written consent of the Developer (not to be unreasonably withheld). In the case of an assignment permitted under this section, you agree to ensure that the assignee agrees in writing to the terms of this Agreement.

11. LIMITATION OF LIABILITY

- 11.1 The Services are licensed to you under this Agreement on an "as is" basis. The Developer makes no representations and gives no warranties of any kind in relation to the Services: for example, no warranties are given about the quality, accuracy, reliability, or effect on hardware or software of the Services; the fitness for a particular purpose of the Services; or that the use of the Services will not infringe any intellectual property, data, privacy or other rights. You will be wholly responsible for the use to which the Services is put, and will indemnify the Developer against all and any costs, claims, demands or liabilities consequent upon or arising out of the use of the Services or in connection with this Agreement.
- 11.2 The Developer accepts no liability for any loss arising as a result of any reliance placed on the Data or the use of the Services.
- 11.3 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Study, or the content or use of any materials, works or information provided in connection with the Services, will not constitute or result in infringement of third-party rights.
- 11.4 No Party accepts any responsibility for any use, which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Services, nor for any reliance, which may be placed on such work or results, nor for advice or information given in connection with them.
- 11.5 The Parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right, which a Party might have to claim against any other Party.
- 11.6 The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 11.7 In any event, the maximum liability of the Parties towards each other under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of £5,000.
- 11.8 Nothing in this Agreement limits or excludes either Party's liability for:
- 11.8.1 Death or personal injury resulting from negligence;
- 11.8.2 Any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 11.9 Both parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the nature of the Services, Data and the manner of its collection, and the intended uses of the Services by the Users.

- 11.10 Limitation on Damages. THE DEVELOPER IS NOT LIABLE FOR ANY LOSS OR DAMAGE TO YOU (OR YOUR USERS), OR ANY OTHER PARTIES, RESULTING FROM YOUR USE OF THE SERVICES AND ANY DATA BREACHES RESULTANT THEREFROM.
- 11.11 Disclaimer of Consequential Damages. EXCEPT AS MAY BE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR LOST REVENUE OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.
- 11.12 Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT.
- 11.13 European Data Collection. If you collect personal data in Europe, you must ensure that your use of the Services is GDPR compliant. The developer is not liable for any loss or damage from your (or your Users') failure to comply with these Terms. The developer is not liable for any loss or damage to you (or your Users), or any other parties, resulting from your use of the Services and any data breaches resultant therefrom.
- 11.14 Use for Research Purposes. You warrant that your use of the Services will take place in accordance with obtained with all necessary consents and approvals including patient consent, GDPR compliance and local ethical approval. The developer is not liable for any loss or damage from your (or your Users') failure to comply with these Terms. The developer is not liable for any loss or damage to you (or your Users), research participants, research staff, funding organisations or any other parties, resulting from your use of the Services and any data breaches resultant therefrom.

12. WARRANTIES

- 12.1 **Mutual Warranty.** Each party warrants to the other party that it has the legal power and authority to enter into this Agreement and that the person signing for that party has the authority to bind that party to the terms of this Agreement.
- 12.2 **Disclaimer of Implied Warranties.** THE SERVICES ARE PROVIDED AS-IS. THE DEVELOPER DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. DEFENSE & INDEMNITY

- 13.1 You agree that you will defend the Developer against claims or proceedings alleging that Data or our transmission or hosting thereof infringes or violates the rights of a third party or violates data privacy or protection laws, and you agree to indemnify the Developer against damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or in a settlement of the claim approved in writing by you.
- 13.2 You agree to indemnify, defend, and hold harmless the Developer, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys. fees) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your Submissions or any other content) you (or anyone using your account) submits, posts, or transmits through the Developer Services, (b) your (or anyone using your account's) use of the Developer Services, (c) your (or anyone using your account's) violation of these Terms, and (d) your (or anyone using your account's) violation of any rights of any other person or entity.

14. TRADEMARKS

- 14.1 You shall not use or display the Developer trademark or logo of the other party without our written permission. This section shall survive termination or expiration of this Agreement.

15. TERM & TERMINATION

- 15.1 In the event that Party, its employees, or persons acting on its behalf breach any provision of this Agreement, the other Party shall have the right to terminate this Agreement with immediate effect upon notice to the Party in default.
- 15.2 Either Party shall have the right to terminate this Agreement by serving written notice on the other in the event that the other Party has a petition presented for its winding-up, or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction, or compounds with its creditors, or has a receiver or administrative receiver appointed of all or any part of its assets, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts. Such notice may terminate this Agreement either immediately or at the end of such period, as the terminating Party shall elect.
- 15.3 You shall be permitted to use the Services for the period of time stated in your collaboration agreement with the Developer and when you have paid us the required fees, if applicable, to use the Services.
- 15.4 On the termination or expiration of this Agreement (however arising you will immediately discontinue use of the Services).
- 15.5 The Developer may terminate your Developer Services membership or suspend your access to all or part of the Developer Services, without notice, if Developer determines, in its sole and absolute discretion, that you have violated these Terms. Further, the Developer shall not be liable to you or any third party for removing your submissions or suspending or terminating your access to the Developer Services. You may discontinue your participation in and access to the Developer Services at any time.
- 15.6 Upon termination of this Agreement, for any reason, you agree to cease all use of the Developer Services. Any termination will not affect your obligations to us under this Agreement (including, without limitation, payments, ownership, indemnification and limitation of liability), which are intended to survive such suspension or termination. We will be entitled to discontinue prospective hosting of Forms and Form Submission Data.

16. PAYMENTS, RENEWALS, PAYMENT CARD DETAILS, & DOWNGRADES

- 16.1 **Payments.**
- 16.1.1 If fees are applicable, all fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, except for sales taxes as we may be required to add under local law. You shall be responsible for payment of all such taxes, levies, and duties, including any sale or value-added taxes and similar taxes and duties imposed by any governing authority in any jurisdiction in connection with your use of the Developer Services.
- 16.1.2 The developer offers payments through third-party payment processors. By making payments to us for Developer services, you indicate that you have reviewed the Terms of Services and privacy policy of the payment processor for the country in which you are located and agree to both.
- 16.2 **Automatic Renewal.** If fees are applicable, all paid accounts are subscriptions. This means that you will be billed in advance on a recurring, periodic basis. Your subscription will automatically renew at the end of each billing cycle until you cancel your by submitting a request to the Developer. If you downgrade, your account will remain at your current plan through the end of your current billing cycle.
- 16.3 **Credit card details.** If fees are applicable and if you have elected to pay the fees for a Developer subscription by credit card, you warrant that the credit card information you provide is correct and that you will promptly notify us of any changes to such credit card information. You agree that if your credit card payment

cannot be processed for any reason, the Developer may suspend or cancel your subscription.

- 16.4 **Downgrades.** If fees are applicable, downgrading your subscription may cause the loss of features or capacity of your account. To the extent permitted by applicable law, the Developer does not accept any liability for such losses. Downgrading your subscription will not cause you to lose your forms or your data.
- 16.5 **Cancellation.** If fees are applicable, paid plans are subscriptions that auto-renew by default. You can cancel auto-renew at any time to cancel your subscription.
- 16.6 **Refunds.** You agree that no refunds will be permitted.

17. OTHER PROVISIONS

- 17.1 **Modifications To the Services.** The Developer reserves the right to modify the Services with or without notice to you. The Developer shall not be liable to you or any third party for any such modifications.
- 17.2 **Email Communications.** By giving your email address to the Developer, you agree to receive occasional administrative, announcements, newsletters, sales, and marketing emails from Developer. You can opt out from these emails by clicking on the "unsubscribe" link at the end of the emails.
- 17.3 **No Resale Of the Services.** You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services.
- 17.4 **Form Availability.** Developer makes no warranty that forms provided by the Services will be available 100% of the time or that they will be error free. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM ANY ERRORS, LOSS OF DATA OR BREACHES ON A FORM OR UNAVAILABILITY OF A FORM.

18. FORCE MAJEURE

- 18.1 A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
- 18.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether continuation of the Services is viable, or whether this Agreement should be terminated.

19. SEVERABILITY; CONSTRUING; COUNTERPART

- 19.1 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect. The parties expressly agree that this Agreement shall not be construed against either party as the drafter. This Agreement may be executed in counterparts.

20. MODIFICATION TO TERMS

- 20.1 The Developer may, in its sole and absolute discretion, change these Terms from time to time. The Developer may or may not post notice of such changes on the Site. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Developer Services following any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

21. MODIFICATIONS TO DEVELOPER SERVICES

- 21.1 Developer reserves the right to modify or discontinue the Developer Services, including but not limited to subscription plan fees to the Services, with or without notice to you. Any subscription(s) that are pre-paid shall not be affected by this notice until the expiration of said subscription(s).

- 21.2 The Developer shall not be liable to you or any third party should Developer exercise its right to modify or discontinue the Developer Services.
- 21.3 The Developer shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services as envisaged under Termination section.
- 21.4 The Developer shall not be liable in any event for matters, which arise due to circumstances beyond our reasonable control.

22. LINKS

- 22.1 The Developer's provision of a link to any other website or Internet resource is for your convenience only and does not signify Developer's endorsement of such other web site or resource or its contents. The Developer shall have no responsibility or liability for any information, software, or materials found at any other web site or Internet resource.
- 22.2 The Developer is not responsible for the content on the Internet or World Wide Web pages that are contained outside the Websites. As a convenience to our members, The Developer provides links to resources. The Developer makes no representations as to the quality, suitability, functionality or legality of any websites to which the Developer may provide links, and you hereby waive any claim you or the User may have against the Developer with respect to any such websites.

23. THIRD PARTY VENDORS

- 23.1 The User may not order or use services through third parties not affiliated with Developer ("Third Party Vendors").

24. GENERAL

- 24.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 24.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 24.3 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).
- 24.4 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 24.5 This Agreement constitutes the entire agreement between the Parties and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement. Any variation shall be in writing and signed by authorized signatories for each Party.
- 24.6 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute, which may arise out of or in connection with this Agreement.
- 24.7 If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Parties. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 24.8 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment, which, as far as legally feasible, maintains the economic balance between the Parties.

- 24.9 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 24.10 **Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to us to the Developer.
- 24.11 Developer shall not be liable to you for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.
- 24.12 Except as prohibited by law, English shall be the governing language of this Agreement.
- 24.13 This Agreement, together with the Attachments hereto, represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of their parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, and representations, whether written or oral. The parties agree that any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment, addendum, or other document the intent of which is to add to or otherwise modify the Agreement, or waiver of any provision of the Agreement, shall be effective unless in writing and signed by both parties.
- 24.14 The failure of the Developer to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of the Developer and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth in these Terms, shall remain in full force and effect notwithstanding any termination of your use of the Developer Services.

Questions

If you have any questions about these terms of use, please feel free to contact us at <https://www.inter-nda.com/contact.html>