

ASKARCH AI ASSISTANT TERMS OF USE

These **Terms of Use**, together with any other terms agreed to between the Parties regarding payment and service provision, form the **Licence Agreement** (or the **Agreement**) that is made on the Effective Date between the Parties:

1. HUE SOLARITY LIMITED (Trading as AskArch), a company incorporated in England and Wales with registered number 16704282 whose registered office is at 60 Tottenham Court Road, Office 317, Fitzrovia, London, Greater London, W1T 2EW, England (the **Provider**); and
2. The **User** (or **you**);

which sets out the terms under which the User is granted a licence by the Provider to use the Provider's Software. Users must only use the Software in accordance with these Terms of Use. By indicating acceptance of these Terms of Use in order to access or use the Software, the User enters into the Agreement and accepts all of these Terms of Use and must always abide by them when using the Software or the Software's output. If you do not agree with these Terms of Use, you must not use the Software.

Definitions

3. In this Agreement, the following words are defined:

Business Customer	An entity or individual purchasing or using the Software for purposes relating to their trade, business, craft, or profession;
Confidential Information	in relation to any party, any information (whether or not stated to be confidential or marked as such) that is disclosed by that party to a second party, or which that second party obtains from any information disclosed to it by the first party, either orally or in writing or by any other means;
Consumer	an individual purchasing or using the Software as an individual for purposes that are wholly or mainly outside of their trade, business, craft, or profession;
Effective Date	the date on which the User indicates their acceptance of these Terms of Use and of the terms of the Agreement;
Free Version of the Software	the iteration of the Software that users may access without paying any fees and without committing to any future payments of fees;
Intellectual Property Rights	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off, and any other rights of a similar nature, or other industrial or intellectual property rights owned or used by the relevant party in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
Paid Version of the Software	the iteration of the Software that a User is granted access to in exchange for payment of a specified Fee;
Parties	the Provider and the User; either of which may be referred to singularly within this Agreement as a 'Party';
Recurring Subscription Period	a period of time (e.g. one month or one week) for which Fees are paid by the User in exchange for use of the Software during that period, which the User agrees to subscribe to on an ongoing basis until renewal is cancelled in accordance with the Agreement;

Software	the software product, constituting the underlying artificial intelligence (AI) model(s) and other code, the user-facing tool built on this, and any supplementary software, technical infrastructure, or content (e.g. apps, instructive content, or supplementary programmes), that the User is granted access to by the Provider as the provision of services to the User by the Provider; which includes the Free Version of the Software and the Paid Version of the Software;
UK Data Protection Laws	all UK laws relevant to the regulation of the processing of individuals' personal data (as defined in the UK General Data Protection Regulation (i.e. 'UK GDPR' or the retained Regulation (EU) 2016/679 of the European Parliament and of the Council)), particularly the UK GDPR and the Data Protection Act 2018;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

Grant of Licence

4. Subject to these Terms of Use and all other terms comprising the Licence Agreement, the Provider grants the User a limited, revocable, non-exclusive, non-sublicensable, and non-transferable licence for the duration of the Term to use the Software in accordance with these Terms of Use (the **Licence**).
5. To access the Software under the Licence, the Provider will require the User to register for an account by providing certain information (e.g. an email address, name, and password).
6. The User acknowledges that they are not granted any ownership of the Software or any proprietary rights in the Software (including Intellectual Property Rights) and, as such, the User does not have permission to alter, reproduce, sell, disassemble, edit, rebrand, distribute, lend, hire, or sub-license the Software or any component part of the Software, or otherwise use the Software in a manner only consistent with ownership of the Software.

Term and Termination of Use of the Paid Version of the Software

7. The clauses within this section (i.e. the section headed "Term and Termination of Use of the Paid Version of the Software") only apply to an Agreement for the use of the Paid Version of the Software.
8. The **Term** of the User's Licence begins on the Effective Date and shall continue for the duration of time agreed to separately in writing between the parties upon entering into the Agreement (whether comprised of a single fixed term or of multiple Recurring Subscription Periods), unless the Agreement is terminated before the end of the Term, in which case the Licence will end immediately on termination.
9. The Agreement may be terminated before the expiry of the Term:
 - a. By the Provider giving the User 14 Working Days' prior written notice of their intention to terminate the Agreement for a legitimate reason (e.g. because they are to cease providing the Software); or
 - b. Immediately, by the Provider giving the User written notice of their intention to terminate the Agreement, if:
 - i. The User breaches any of these Terms of Use; or
 - ii. The Provider deems that termination is necessary to allow the Provider to comply with any applicable laws; or
 - c. By the User giving the Provider written notice of their intention to terminate the Agreement (or by the User's following other termination procedures provided by the Provider, e.g. by following an online question flow), in which case the Agreement will be terminated:
 - i. In the case of a Recurring Subscription Period, at the end of the Recurring Subscription Period within which notice of termination was given; or
 - ii. Otherwise, immediately.

Term and Termination of Use of the Free Version of the Software

10. The clauses within this section (i.e. the section headed "Term and Termination of Use of the Free Version of the Software") only apply to an Agreement for the use of the Free Version of the Software.

11. The **Term** of the User's Licence begins on the Effective Date and shall continue until the Agreement is terminated by either Party.

12. The User may immediately terminate the Agreement by cancelling their account (either by emailing the Provider requesting that their account be cancelled or by following alternative instructions for such provided by the Provider).

13. The Provider may immediately terminate the Agreement by providing written notice to the User of their intention to end the User's Licence to use the Software.

Effect of Termination

14. When the Agreement is terminated or expires, the User's Licence to use the Software and the Provider's obligation to provide the Software will end.

15. If the Agreement is terminated by the User, the User is not entitled to receive a refund for any fees already paid before the date of termination unless:

- a. A specific refund is agreed to between the Parties before termination (in which case the User will only be entitled to the refund agreed to); or
- b. The termination was due to one of the following situations (in which case pre-paid fees will be refunded to the User on a pro rata basis in relation to the amount of the relevant pay period that remains after termination):
 - i. The Provider breached a term of the Agreement;
 - ii. The Provider stopped supplying the Software;
 - iii. The Provider terminated the Agreement before the end of the User's Term for reasons other than:
 1. The User's breach of the Terms of Use; or
 2. The Provider's deeming that termination is necessary to allow the Provider to comply with any applicable laws; or
 - iv. The Provider changed the Software in a major way that made the Software an essentially different product; or
 - v. The User was unwilling to accept a significant change to these Terms of Use.

16. The terms contained in the sections headed "Restrictions on Use", "Intellectual Property Rights", "Proprietary Rights to Data", and "Data Protection and Privacy", any other terms that by their nature must survive this Agreement, shall remain effective after termination or expiry of the Agreement. All other obligations between the Parties shall end at the time of termination.

Suspension of Use of the Software

17. In the case of a User paying to use the Software on the basis of Recurring Subscription Periods, if a payment is overdue by more than 30 days, the Provider reserves the right to suspend the User's access to the Software until payment is made in full.

Fees

18. In exchange for use of the Paid Version of the Software, the User agrees to pay the Provider the sum agreed to at the frequency agreed to and via the manner agreed to separately in writing when or before this Agreement is formed (e.g. on the Provider's website's sign up or subscription page) (i.e. the **Fees**).

19. The Provider reserves the right to, from time to time, change the Fees due in relation to Recurring Subscription Periods. Any such changes will be communicated to the User in writing, giving a reasonable period of notice. If the User does not terminate the Agreement before the new fees are implemented and the User continues to use the Software after this date, the User is deemed to have accepted the new Fees.

20. VAT is not applicable to the Fees, unless otherwise specified.

21. If the User has agreed to only access and only accesses the Free Version of the Software, they are not and will not be required to pay any fees to access the Software.

Restrictions on Use

22. To use the Software or to hold a Licence to use the Software, an individual must be aged 18-years-old or older and must be capable of entering into a legal contract for the use of the Software.

23. Except as allowed elsewhere in this Agreement, the User must not:

- a. alter, reproduce, sell, disassemble, edit, rebrand, distribute, lend, hire, or sub-license the Software or any right of use of the Software to any other parties;
- b. allow others to use the Software via the User's exclusive permitted access (for example, by using the User's email address or account);
- c. use the Software, its components, or its output in any way that may infringe the Intellectual Property Rights or any other proprietary rights of the Provider or of any third party;
- d. remove or alter any markings that indicate ownership of the Software or its output, including trade mark or copyright symbols;
- e. input any parties' personal data or other private information into the Software, or use any output that contains such information, except in accordance with UK Data Protection Laws and this Agreement;
- f. attempt to reverse engineer or otherwise access or use the Software or its components in order to set up or contribute to any endeavour that may compete with the Provider's Software, whether commercial or non-commercial;
- g. use the Software to construct any kind of database or conduct automated or systemic data scraping, data mining, data extraction, or similar data collection activities;
- h. negligently or intentionally input content into the Software that introduces any virus, worm, cancelbot, trojan horse, or other destructive or contaminating code or programme;
- i. attempt to damage, interfere with, slow, or otherwise alter the Software, its performance, or its integrity;
- j. if the User is a Consumer, use the Software for any commercial purposes;
- k. rely on the Software's output as being factually accurate, up-to-date, or complete;
- l. misuse the Software or attempt to interfere with its operation, including by:
 - i. attempting to reverse engineer, copy, modify, or create derivative works of the Software;
 - ii. attempting to extract, replicate, or access the underlying models, algorithms, datasets, or other technical components used by the Software;
 - iii. using the Software to develop, train, or support competing products or services;
 - iv. uploading or sharing content without having the necessary rights, licences, permissions, or legal authority to do so, including content that infringes Intellectual Property Rights, breaches confidentiality obligations, violates licensing terms, or is otherwise unlawful, harmful, or in breach of applicable laws or third-party rights;
 - v. attempting to bypass, disable, or interfere with security measures, authentication systems, or access controls;
 - vi. using automated tools, bots, scraping methods, or similar technologies to extract large portions of the Software's outputs or underlying information;
 - vii. using the Software in a manner that places excessive load on the system or disrupts the availability, integrity, or performance of the service; or
 - viii. using the Software or its outputs for any unlawful purpose or in violation of applicable laws, regulations, or professional obligations;
- m.
- n. input information into the Software or use the Software in a manner that breaches any applicable laws, regulations, or other rules;
- o. input information into the Software or use the Software in a manner that is defamatory, unlawful, immoral, **tortious**, fraudulent, harmful, or deceptive;
- p. use the Software or its output as the sole basis for professional, regulatory, legal, or compliance decisions without independently verifying the information;
- q. use the Software in violation of any applicable export control laws, sanctions regulations, or other applicable laws.

Warranties

24. The Provider warrants that the Software will be provided as a service with reasonable care and skill, as described, and in accordance with these Terms of Use and with any other specifications set out by the Provider and incorporated into the Agreement. If this clause is breached, the User may be entitled to correction of errors or a refund as the Provider considers appropriate.
25. If the User is a Consumer, the Provider warrants that the Software is fit for purpose and of satisfactory quality. If this clause is breached, the User may be entitled to a correction of errors or a refund as appropriate.
26. Aside from the warranties in the two clauses above, the Provider does not provide any warranties regarding the quality, suitability for particular uses, or other aspects of the Software. In particular:
- a. The Provider does not warrant that output produced by the Software is accurate, up-to-date, or complete, and content should not be relied on to provide advice or otherwise treated as factually correct;
 - b. The Provider does not warrant that the Software will always be available and is not responsible for any temporary unavailability (e.g. due to platform or network issues). The Software may be temporarily unavailable due to maintenance, updates, technical issues, or circumstances beyond the Provider's control.
 - c. The Software does not provide legal, architectural, engineering, or regulatory advice. The Software is intended solely as an informational and research assistance tool. Users remain solely responsible for verifying regulatory compliance and obtaining appropriate professional advice before relying on any output generated by the Software.
27. The User warrants that it has the right (via rights or interests in or rights to use) to input into the Software any data that it inputs into the Software. Further, the User warrants that any such data is not harmful, corrupted, unlawful, or otherwise in breach of the Agreement.
28. The User warrants that it has a right to use any personal data (as defined by the UK GDPR) that it inputs into the Software. Further, the User warrants that it has a lawful basis for any use made of this personal data in relation to the Software and that all processing of this data that it carries out in relation to the Software is in accordance with the lawful basis for processing and with UK Data Protection Laws generally.

Indemnities

29. The Provider shall indemnify the User against all losses, liabilities, costs, expenses, or damages, whether due to claims or action by third parties or otherwise, that the User directly or indirectly incurs arising out of or as a consequence of any breach of the Provider's Warranties set out above under the heading "Warranties".
30. The User shall indemnify the Provider against all losses, liabilities, costs, expenses, or damages, whether due to claims or action by third parties or otherwise, that the Provider directly or indirectly incurs arising out of or as a consequence of any breach of the User's Warranties set out above under the heading "Warranties".
31. The User shall indemnify the Provider against any reasonably foreseeable direct losses, damages, or reasonable expenses that the Provider incurs in relation to the User's breach of the Agreement, the User's infringement of any third party's rights, or the User's otherwise unlawful use of the Software.

Limitation of Liability

32. Nothing in this Agreement limits or excludes either Party's liability in any way for:
- a. Death or personal injury caused by its negligence;
 - b. Fraud or fraudulent misrepresentation; or
 - c. Any other losses that cannot be limited or excluded by applicable law.
33. **This clause applies to Consumers only:** except as set out in the first clause of this section (i.e. the section headed "Limitation of Liability") and in the sections headed "Warranties" and "Indemnities", the Provider is only liable to the User for loss or damage resulting from the Provider's negligence or the Provider's breach of the Agreement when such loss or damage is foreseeable (i.e. when both the User and the Provider knew at the time the Agreement was formed that this loss or damage may reasonably occur as a result of the Provider's conduct). The Provider is not liable for any unforeseeable loss or damage, any business damage or loss, any loss or damage not caused by the Provider's negligence or breach of the Agreement, or any loss or damage caused by the User's reliance on the output of the Software against these Terms of Use.

34. **This clause applies to Business Customers only:** except as set out in the first clause of this section (i.e. the section headed “Limitation of Liability”) and in the sections headed “Warranties” and “Indemnities”, the Provider shall not have any direct or indirect liability to the User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or in connection with the use or lack of use of the Software, for:

- a. Loss of profits, business, sales, revenue, opportunity, savings, or contracts;
- b. Loss of use or corruption of software, data, or information, or damage to equipment;
- c. Any harm to reputation or goodwill; or
- d. Any indirect, special, incidental, or consequential loss.

35. **This clause applies to Business Customers only:** except as set out in the first clause of this section (i.e. the section headed “Limitation of Liability”) and in the sections headed “Warranties” and “Indemnities”, the total liability of the Provider for any losses experienced by the User in respect of any one event or series of connected events in relation to the Provider’s conduct in relation to this Agreement shall not exceed the lower of the total aggregate of the payments made by the User to the Provider under this Agreement within the last 12 months or £1000.00.

36. Particularly, except as set out elsewhere in these Terms of Use, note that the Provider is not responsible for issues that occur as a result of the User’s use of the Software that may be due to the Software’s use of AI, including but not limited to:

- a. Intellectual Property Right infringements occurring due to the User’s use of the Software or their use of the output created by use of the Software;
- b. Losses or inefficiencies incurred due to the provision of inaccurate, misleading, or non-specific information;
- c. Breaches of UK Data Protection Laws occurring due to the User’s use of the Software or their use of the output created by their use of the Software;
- d. Breaches of equality laws or specific data protection laws related to decision making;
- e. Breaches of advertising or marketing laws occurring due to the User’s use of the Software or their use of the output created by their use of the Software;
- f. Breaches of defamation laws occurring due to the User’s use of the Software or their use of the output created by their use of the Software;
- g. Breaches of any duty held by the User not to disclose another party’s Confidential Information; or
- h. Losses incurred due to damage to technical infrastructure.

Intellectual Property Rights

37. The Provider retains all Intellectual Property Rights it owns in the Software and in aspects of the Provider’s wider business, including but not limited to trade marks, copyrights, moral rights, patents, design rights, and data rights.

38. The User retains all Intellectual Property Rights it owns in any data or content that they input into the Software or otherwise use as part of their use of the Software.

39. The User owns any Intellectual Property Rights arising in, or that it registers in relation to, any original creations produced as output of the Software due to the User’s use of the Software in accordance with the Agreement.

40. If the User inputs data or content in which the User holds Intellectual Property Rights into the Software, and consequent output of the Software contains elements of this data or content as well as data or content in which the Provider (or, in the case of Intellectual Property Rights that the Provider has permission to use, other parties) holds Intellectual Property Rights, all parties involved will retain ownership of their respective Intellectual Property Rights. This clause qualifies the clause on Intellectual Property Rights ownership immediately preceding this clause. The User is responsible for ensuring that it does not use any such Software output in a way that infringes on the Intellectual Property Rights of any other parties.

Proprietary Rights to Data

41. The User retains all rights, interests, and titles held in any data that it inputs into the Software.

42. The User grants the Provider a royalty-free licence to use anonymised interaction data generated through use of the Software for the purpose of improving the Software. Uploaded documents will not be used to train or improve the underlying AI models unless explicitly agreed with the User.

Data Protection and Privacy

43. Both the User and the Provider commit to abiding by UK Data Protection Laws in relation to the Software and its development and use. The Provider commits to using any of the User's data that is provided to it only in accordance with UK Data Protection Laws and will not disclose this data to any third parties unless authorised to do so. For more information on how the Provider uses users' data, see the Provider's Website Privacy Policy, accessible here: <https://www.askarch.co/privacy-policy>.
44. The Provider shall notify the User without undue delay (and in any event within 72 hours) of becoming aware of any personal data breach affecting the User's data. Such notification shall include, to the extent available, details of the nature of the breach (including the categories and approximate number of data subjects and personal data records concerned), the likely consequences of the breach, and the measures taken or proposed to be taken by the Provider to address the breach and to mitigate its possible adverse effects.
45. The User is responsible for and maintains control over any personal data that it is the data controller of or that it is otherwise responsible for and authorised to use as input into the Software. The User (and not the Provider) is responsible for ensuring that processing of any such personal data using the Software is carried out in reliance on a lawful basis for processing and in accordance with UK Data Protection Laws. If such personal data is:
- Included in output of the Software, it is the User's responsibility to ensure that use of this output does not infringe upon anybody's data protection rights.
 - Used by the Provider to improve the Software under the licence granted to the Provider in the section headed "Proprietary Rights to Data", the Provider will only use such data in an anonymised and aggregated manner and will not use personal data contained in uploaded documents or materials to train or improve the underlying AI models unless explicitly agreed with the User.
46. Details regarding the retention periods applicable to personal data collected and processed in connection with the Software are set out in the Privacy Policy.

Service Provision Information

47. The Provider reserves the right to make updates or changes to the Software as necessary to maintain, fix, or improve the Software.
48. The Provider shall use commercially reasonable efforts to maintain the availability of the Software. However, the Provider does not guarantee any specific uptime percentage or level of availability unless separately agreed between the Parties in a service level agreement.
49. The User is responsible for ensuring that they have adequate hardware and software to run the Software as intended. The Software has the following compatibility requirements:
50. AskArch AI Assistant is provided as a web-based software application accessible through modern internet browsers. The software requires a stable internet connection and a current version of a supported browser such as Google Chrome, Safari, Microsoft Edge, or Mozilla Firefox.
- Users may access the software through desktop or laptop devices, and functionality may also be available on tablet devices depending on browser compatibility.
- The performance of the software may depend on the user's device capabilities, internet connection, and the size or format of uploaded documents.
51. Descriptions of the Software are available on the Provider's website. Make sure that you read these before agreeing to the Terms of Use.
52. If the User is a Consumer, the User has a statutory right to cancel the Agreement (e.g. their purchase of access to the Software) within a period of 14 days from the date of purchase. However, by accepting these Terms of Use, the User acknowledges and agrees that, by requesting immediate access to the Software, they may lose their right to

cancel once the service has been fully performed, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

53. The Software has the following functionality:

54. AskArch AI Assistant is a domain-specific artificial intelligence software tool designed to help architects and built environment professionals search, reference, and understand regulatory and technical documentation.

The software enables users to query building regulations, guidance documents, and other uploaded materials using natural language. AskArch retrieves relevant sections from the underlying documents and generates responses with references and citations to the original sources.

Users may also upload their own documentation, including internal policies, design standards, or regulatory materials, which can then be queried alongside other documents within the system.

AskArch is intended to assist with information discovery and document navigation, but does not replace professional judgment, legal advice, or regulatory approval processes.

55. The Software may be provided in beta, pilot, or evaluation form. During such periods, the Software may contain errors, incomplete functionality, or inaccuracies. The Provider makes no guarantee that beta or pilot versions will operate without interruption or error.

56. Any complaints regarding the Software or the Provider's provision of it will be dealt with by the Provider as follows:

57. If a user has a complaint about the software or the services provided, they should contact the provider using the contact details listed on the website. The provider will review the complaint and make reasonable efforts to respond and resolve the issue within 14 days of the complaint.

58. The Provider provides the following after-sales services that the User may utilise:

59. The provider may offer reasonable support for the software, including responding to user enquiries, addressing technical issues, and maintaining or updating the software where necessary. Support may be provided via email or other communication channels at the provider's discretion.

60. The Provider can be contacted via email at contact@askarch.co.

Circumstances Beyond the Control of Either Party (Force Majeure)

61. Neither Party shall be liable for any failure or delay in performing their obligations under this Agreement (e.g. provision of payment or of Software) where such failure or delay results from any cause that is beyond the reasonable control of that Party.

62. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or any other event that is beyond the control of the Party in question.

63. The Party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the circumstance upon the performance of its obligations.

64. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by the force majeure event.

65. If the delay continues for a period of 30 days, either Party may terminate the Agreement. Other termination methods, as set out above in the sections headed "Term and Termination of Use of the Paid Version of the Software" and "Term and Termination of Use of the Free Version of the Software" may, if applicable, be used to end the Agreement before such a 30-day period has elapsed.

General Terms

66. If the User is a Business Customer placing an order on behalf of a business, the User confirms that they have the necessary authority to place the relevant order for and on behalf of that business.

67. The Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements, or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

68. Except as allowed above, neither Party may assign, transfer, sub-licence, or sub-contract to any third party the benefit and/or burden of the Agreement or of any of the rights under this Agreement without the prior written consent (not to be unreasonably withheld) of the other Party.

69. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both Parties, except that:

70. Changes may be made by the Provider in accordance with other terms of these Terms of Use; and

71. Changes may be made by the Provider to these Terms of Use. The version of the Terms of Use that applies to a specific Agreement are those that are current on the Effective Date. Notification of any changes to the Terms of Use will be made in writing either in a manner that brings notice to the User's attention before they next use the Software (e.g. via a pop-up on a login screen) or via direct communication with the User (e.g. by email). If changes are made to the Terms of Use, the User's use of the Software after the changes are communicated and implemented is deemed to constitute their acceptance of the new Terms. If the User does not wish to accept the new Terms of Use, they can terminate the Agreement in accordance with the provisions above in the sections headed "Term and Termination of Use of the Paid Version of the Software" and "Term and Termination of Use of the Free Version of the Software".

72. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

73. Unless otherwise agreed, no delay, act, or omission by a Party in exercising any right or remedy available in relation to this Agreement will be deemed a waiver of that, or any other, right or remedy.

74. If any court or competent authority finds that any provision or part of the Agreement is invalid, illegal, or unenforceable, that provision or part will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

75. Nothing in the Agreement will establish any employment relationship, partnership, or joint venture between the Parties, or mean that one Party becomes the agent of the other Party, nor does the Agreement authorise any Party to enter into any commitments for or on behalf of the other Party.

76. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by email to the email address provided in these Terms of Use (for notices sent to the Provider) or to the email provided by the User when the User registers their account used to access the Software (for notices sent to the User).

Governing Law and Jurisdiction

77. This Agreement will be governed by and interpreted according to the laws of England and Wales.

78. If the User is a Consumer who resides elsewhere in the UK, the User may also make use of any protections given to the User by the laws of the constituent country in which they reside. All disputes and claims arising under the Agreement where the User is a Consumer (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

79. If the User is a Business Customer, all disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

Dispute Resolution

80. In the event of any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims), the Parties shall first attempt to resolve the dispute through good-faith negotiation for a period of 30 days from the date on which one Party notifies the other in writing of the dispute.

81. If the dispute is not resolved by negotiation within the 30-day period referred to above, the Parties shall attempt to resolve the dispute through mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve.

82. If the dispute is not resolved by mediation within 60 days of the commencement of the mediation (or such further period as the Parties may agree in writing), either Party may commence court proceedings in accordance with the jurisdiction provisions set out in this Agreement.

83. Any Party wishing to bring a claim under this Agreement must notify the other Party in writing within 14 days of becoming aware (or when it ought reasonably to have become aware) of the circumstances giving rise to the claim. Such notification must include: (a) a clear description of the nature of the claim; (b) the specific provisions of this Agreement alleged to have been breached; (c) reasonable details of the loss or damage alleged to have been suffered; and (d) any available supporting evidence, including but not limited to screenshots, data exports, error logs, or correspondence. Failure to comply with this notification requirement within the stipulated timeframe shall not extinguish the claim, but may be taken into account in assessing the reasonableness of the claim and any remedy awarded.

84. Each Party must retain all relevant data, records, outputs, and correspondence relating to any claim or potential claim for a minimum period of 12 months from the date on which the circumstances giving rise to the claim first arose, or until the final resolution of the claim (whichever is later). Failure to preserve such evidence may be taken into account when assessing the claim.

85. Where the User brings a claim against the Provider and the output of the Software is alleged to be incorrect, incomplete, or misleading, the Provider shall have no liability to the extent that the alleged deficiency in the output arose as a result of the User providing inaccurate, incomplete, misleading, or unauthorised input data or materials, or as a result of the User's breach of any of its obligations under this Agreement (including, without limitation, the obligations set out in the sections headed "Restrictions on Use" and "Warranties"). The Provider's liability shall in any event be reduced to such extent as is just and equitable having regard to the User's share of responsibility for the loss or damage, including but not limited to: reliance on the output of the Software without independent verification contrary to these Terms of Use; failure to provide accurate and complete input data; failure to maintain adequate security of account credentials; or use of the Software in breach of the User's obligations under this Agreement.

86. The User shall take all reasonable steps to mitigate any loss or damage suffered in connection with any claim arising under this Agreement, including but not limited to the steps described in the sections headed "Restrictions on Use" and "Warranties" (in particular, independently verifying any output of the Software and obtaining appropriate professional advice where applicable). Failure by the User to take such reasonable steps to mitigate shall be taken into account when assessing the claim and any remedy awarded, and the Provider's liability shall be reduced accordingly.

87. If the User provides misleading, false, or materially exaggerated information in connection with a claim under this Agreement, the Provider shall be entitled to: (a) reject the claim in its entirety; and (b) recover from the User all reasonable costs and expenses incurred in investigating and responding to the claim, including legal fees on an indemnity basis.