

# Scripted Customer Terms and Conditions of Use

Last updated April 2020

## AGREED TERMS

### 1. About us

- 1.1. About us.** We are Trevor O'Hara, trading as "Scripted" and having an address at Clarendon House, 52 Cornmarket St., Oxford, OX1 3HJ, United Kingdom.
- 1.2. Contacting us.** To contact us, telephone our customer service team at +44 (0)3330 050 8426 or by email at hello@scripted.co. How to give us formal notice of any matter under the Contract is set out in clause 18.2 below.
- 1.3. Services.** Any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract (as defined below) or have any contractual force. The Services are as described in an Order Confirmation (as defined below) which we may send you pursuant to clause 3.6 below.

### 2. Our contract with you

- 2.1. Our contract.** These Customer Terms of Use (Terms) apply to the order by you and the supply of Services by us to you (Contract). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.2. Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty that is not set out in the Contract.

**2.3. Language.** These Terms and the Contract are made only in the English language.

### **3. Placing an order and its acceptance**

**3.1. Placing your order.** Please follow the onscreen prompts on our Website to place your order. You may only submit an order using the method set out on the Website. Each order is an offer by you to buy the services specified in the order, subject to these Terms. By placing your order, you must specify by which date you require us to provide the Services on the Material.

**3.2. Phone consultation.** In some instances, either party may require a phone consultation to clarify the nature of the proposed services, to agree on timelines and/or milestones, where such phone consultation is deemed to clarify the nature of the services, and to clarify the order. You agree with us that your requirements specified in the call must be set out in writing by email when placing your order or shortly thereafter. You also agree with us and also for the benefit of any person who works for us or Scripted as an employee, consultant, self-employed contractor, or any other capacity (a "Connected Person") that any information provided to you by phone by us does not constitute legal, financial, tax, or other advice.

**3.3. Editing period.** A proofreading and editing period will be determined when a service is ordered (the "Editing Period"). We will confirm to you whether the period required by us is sufficient for us to carry out the work. If we believe more time is required, we will propose an alternative to you in advance via email, or where appropriate, in the customer area on the website. The period shall begin at the time of payment and end when Scripted makes the edited document available to you.

**3.4. Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order

carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

- 3.5. Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.6.
- 3.6. Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (Order Confirmation), at which point and on which date (Commencement Date) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation. In our Order Confirmation, we will stipulate the services we will provide (Services) and the period of time agreed with you during which we will carry out the services (Editing Period).
- 3.7. If we cannot accept your order.** If we are unable to supply you with the Services for any reason, for which you have paid us in advance, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.
- 3.8. Anti-Plagiarism or Copyright.** We reserve the right to reject an Order or cancel an Order Confirmation if we find that an item, Material, or information you submit to us, infringes the copyright or any other intellectual property right of any third party or which has obviously been copied from a third party work without proper attribution.
- 3.9. Cancellation and refund.** Where we send you an Order Confirmation, our Services as specified in it may not be cancelled by you and no refund will be payable.
- 3.10. Cancellation.** Once we send you an Order Confirmation, our Services as specified in it may not be cancelled and no refund will be payable.

## 4. Consumers

- 4.1.** In submitting an order to us, you represent and warrant to us that you are not a consumer being a natural person acting outside his or her trade or business. We do not currently undertake our Services for consumers.

## 5. Our services and our rights

In these Terms, "Materials" or "Material" mean any item material or information which you provide to us, in order for us to provide the Services.

- 5.1. Descriptions and illustrations.** As stated above, any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2. Delivery.** The Services will primarily be carried out by us on your Material using Track Changes and Comments within a Microsoft Word document, or in rare and pre-agreed cases, in the Comments function in PDF documents.
- 5.3. PDF formatting.** Subject to the terms of this article 5.3 in pre-agreed cases where we accept Material in PDF format for editing, we will carry out the editing on the PDF Material in PDF format and will deliver it to you in PDF format. For Material that is submitted to us in PDF delivery format, we require single-column documents with double spacing. This is because it is difficult to edit files in double columns and single-space format, as there is insufficient room for writing and the final markup of the Material is often not legible. In case your Material does not meet the above-mentioned criteria, we reserve the right to change the Material to MS Word in order to maintain the quality of the edited document. This will help you to clearly see the changes made with the help of Track Changes.

- 5.4. Completed materials.** Your completed Material will be returned to you electronically via email to that email address you have provided to us with/on your Order. No hard copies will be posted to you.
- 5.5. Changes and advice.** Our Services may include changes, reworkings, and/or edits to your Material that you, your publisher or other third parties may accept, reject, or further amend. The content of any Material, including Material on which we have provided Services, is therefore entirely your responsibility. The provision by us of our Services on any Material does not imply any endorsement of its content or of the author. We do not give you any legal, financial, tax, or other advice.
- 5.6. Refusal.** We have the right to refuse to undertake Services. We take no responsibility and assume no liability for any Material submitted by you or any third party.
- 5.7. Contact information.** It is your responsibility to ensure that you provide us with the correct email contact details so that we can return your Material. If you do not provide accurate contact information, or if you do not respond promptly if we require further information, we cannot be responsible for delays in providing the service.
- 5.8. Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such amendment.
- 5.9. Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill. We do not give you any assurance or guarantee that the Services we carry out on your Material are suitable, sufficient, or appropriate for the use to which you put them (whether they are unedited or further edited by you or anyone else). We will use all reasonable

endeavours to meet any performance dates specified in the order confirmation.

**5.10. Submission dates.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## 6. Your obligations

**6.1.** It is your responsibility to ensure that:

- i.** you co-operate promptly with us in all matters relating to the Services;
- ii.** you follow and comply with our registration procedures when logging on to the Site;
- iii.** you provide us with such information, the Materials and any other item we may reasonably require in order to supply the Services;
- iv.** any item, Material, or information that you provide to us is complete and accurate in all material respects;
- v.** you comply with all applicable laws in using the Services;
- vi.** you do not provide us with any item, Material, or information which infringes any intellectual property right, including copyright and trade secret right of any third party;
- vii.** you password protect your Material and any item or information you send to us and that you only send the password to us by such means as we shall designate from time to time;
- viii.** you treat all identification codes, passwords, and other security information as secure and confidential. If we think you have failed to keep these items secure and confidential, we have the right to disable your access to our Website with immediate effect; and
- ix.** you use your own virus protection software. We are not responsible for any viruses, bugs, or similar problems.

- 6.2.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in article 6.1 (Your Default), then:
- i.** we will be entitled to suspend performance of the Services until you remedy Your Default and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances, Your Default may entitle us to terminate the Contract under article 15 (Termination);
  - ii.** we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
  - iii.** it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **7. Services**

- 7.1.** You may place an order for the services from an address outside the UK, but the Order Confirmation and the performance of the Services must be via our Website or via our email address which is hello@scripted.co. You may place an order for services outside the UK, but the order confirmation and the place of performance of services will be England and the laws of England and Wales.
- 7.2.** You warrant that (i) you have taken all necessary action and you have all requisite power and authority to make an order and use our Services and (ii) that these Conditions of Use are binding on you (iii) you are not subject to any requirement to obtain a license, authorisation, permissions or consent under the laws to which you are subject to provide Material, items and information to us and (iii) the provision of Material, items and information to us complies with all applicable laws in your jurisdiction.
- 7.3.** Scripted provides advice on changes that you, your publisher, or other third parties may accept, reject, or further amend. Content of any finished work is

therefore entirely the responsibility of the author or other persons to whom the author delegates, licenses, or otherwise assigns control over his or her work. Our work on any document does not imply any endorsement of its content or of the author and we are not giving you any legal, financial, tax, or other advice.

- 7.4.** Existing customers with an account have the option of choosing the editor for the future assignment by requesting this when placing your order. In this scenario, we will try to assign the document to the chosen editor. However, we cannot guarantee the availability of your chosen editor and your choice of editor will be contingent upon the editor's availability, type of editing service, and other factors.
- 7.5.** We reserve the right to terminate the work the subject of an Order Confirmation with immediate effect if, during the course of the Editing Period, if we find that your Material contains any infringing, illegal, sexually explicit, threatening, abusive, harassing, defamatory, or racially, ethnically, or otherwise objectionable material, including (without limitation) any materials that could give rise to any liability to Scripted or any Connected Persons or that might adversely affect Scripted's public image, reputation, or goodwill.
- 7.6.** If you cancel an order that is the subject of an Order Confirmation, you may incur cancellation costs, depending on how much work we have carried out on the document.
- 7.7.** We reserve the right to extend the Editing Period if the editor believes that the document requires an "above average" number of amendments, which will require additional time to complete.
- 7.8.** In case you do not receive your edited Material, please check your spam folder before contacting us.

- 7.9.** When the Services have been performed, the Material will be returned to you electronically via email and no hard copies will be posted to you.
- 7.10.** On the date the Material on which the Services have been performed is delivered to you, the Services shall be considered completed by us. Subsequent requests for clarifications, further edits and amendments to delivered Material will be considered, provided that the additional fee is agreed by us, is paid in advance, the additional editing period is agreed by us, and provided the exact nature of the additional Services is agreed by us. Notwithstanding the foregoing, Scrifted will carry out another edit if you are not happy with our work. However, where a document requires an “above-average” number of repeated edits, we reserve the right to charge additional fees.
- 7.11.** In line with international privacy regulations and our ongoing commitment to protect your confidentiality, you should not consider our service a file storage platform. We are required to delete your Material on which we have carried out the Services on the Material and sent it back to you. However, you may have access to your document on our server for up to six months. After this time, we will delete your document.
- 7.12.** If you pay our fee, and we do not make the documents available to you, we will refund the fee. Refunds and partial refunds may be offered, at our discretion, in certain circumstances. If you are not entirely satisfied and can cite reasonable justifications, please contact [hello@scrifted.co](mailto:hello@scrifted.co), outlining the reason for your request. We may agree on a full or partial refund on the condition that you are able to give valid reasons for your request. We reserve the right to take whatever action we deem necessary to address your concerns before deciding whether to offer you a refund. Any refund will be granted or rejected within five business days from receipt of your request. We do not refund amounts less than \$25.

## 8. Charges

- 8.1.** In consideration of us providing the Services, you must pay our charges (Charges) in accordance with this article 8.
- 8.2.** The Charges are calculated on a per word basis in accordance with standard industry practice, as provided to you with our Order Confirmation.
- 8.3.** Charges, quotes, and invoices are calculated according to the information that you provide to us, including the word count of the document you are submitting for service, the type of service you require, the requested delivery time, and whether or the author is a speaker of English as a second language (ESL). If you place an order without submitting the Material, we will consider your order incomplete until such time that you have delivered your document and we have verified your document in line with our price quote (Quote). If, after reviewing your document, we consider a discrepancy between our original quote and your document submission, we will modify our quote accordingly.
- 8.4.** If you wish to change the scope of the Services after we send you our Order Confirmation and we agree to such change, we will modify the Charges accordingly.
- 8.5.** Although we try to ensure all our Charges are accurate, errors may sometimes occur. If we discover an error in the charges for our Service you have ordered, we will be unable to accept your order and shall contact you as soon as possible in order to give the option of either reconfiguring your order at the correct price or cancelling it. If we are unable to contact you, we will treat your order in respect of the incorrectly priced service as withdrawn.
- 8.6.** If you wish to change the scope of the Services after we send you our Order Confirmation, and we agree to such change, we will modify the Charges accordingly.

- 8.7.** We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was included in our Order Confirmation. However, please see clause 7.7 for what happens if we discover an error in the price of the Services you ordered.
- 8.8.** We may, at our sole discretion, decide to offer different payment arrangements for regular customers, and agree to additional or modified terms for such arrangements. Unless otherwise agreed to in writing, payment is due when an invoice is rendered. Scripted no longer accepts cheques and payments more than 30 days past due may be subject to administrative charges of up to \$75 (USD) and interest at a rate of 1.5% per month (19.6% APR).
- 8.9.** Our Charges may change from time to time, but other than as explicitly provided in these Terms, changes will not affect any order you have already placed and in respect of which we have sent you an Order Confirmation.
- 8.10.** Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

## **9. How to pay**

- 9.1.** Payment for the services is in advance and must be paid in U.S. dollars (USD) unless otherwise agreed in writing as outlined in clause 8.8 above.
- 9.2.** You can pay for the services using PayPal or by using a debit card or credit card. In cases where we have agreed on an invoicing arrangement in line with clause 8.8 above, payment is due when an invoice is rendered.
- 9.3.** When such an invoicing arrangement in line with clause 8.8 is agreed, payments more than 30 days past are subject to administrative charges of up to \$75 and interest at a rate of 1.5% per month (19.56% APR).

## **10. Complaints**

**10.1.** We are committed to providing high-quality Services. To maintain this commitment, we operate a formal complaints procedure, a copy of which is available upon request. If you have any questions or a complaint about the Services provided by us, please contact [hello@scripted.co](mailto:hello@scripted.co) to make your complaint.

## **11. Intellectual property rights**

**11.1.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any item Materials or information provided by you) will be owned by us.

**11.2.** We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding our own materials provided by us to you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign, or otherwise transfer the rights granted in this clause 11.2.

**11.3.** You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any item Material or information provided by you to us for the term of the Contract for the purpose of providing the Services to you.

## **12. How we may use your personal information**

**12.1.** We will use any personal information you provide to us to:

- i.** provide the Services;
- ii.** process your payment for the Services; and
- iii.** inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

**12.2.** Further details of how we will process personal information are set out in our [Privacy Policy](#).

### **13. Limitation of liability**

The following provisions set out the entire financial liability of us (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

- a. any breach of these Terms, including of any Order Confirmation and of any Contract, in any such case, howsoever arising;
- b. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with these Terms, an Order Confirmation or any Contract.

**13.1.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation; and
- iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**13.2.** Subject to clause 13.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;
- v. loss of use or corruption of software, data or information;
- vi. loss of or damage to goodwill; and
- vii. any indirect or consequential loss.

- 13.3.** Subject to clause 13.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to ten per cent (10%) of the total Charges before the application of VAT paid under the Contract.
- 13.4.** The terms implied by sections 3, 4, and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.5.** Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.6.** Nothing in these Terms limits or affects the exclusions and limitations set out in our Website Terms of Use.
- 13.7.** This clause 13 will survive termination of the Contract.

## **14. Confidentiality**

- 14.1.** We each undertake that we will not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.
- 14.2.** We each may disclose the other's confidential information:
- i.** to such of our respective employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees,

officers, representatives, subcontractors, or advisers comply with this clause 14; and

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

**14.3.** Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **15. Termination**

**15.1.** Without limiting any of our other rights, we may suspend the performance of the Services or terminate the Contract with immediate effect by giving written notice to you if:

- i. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within ten calendar days of you being notified in writing to do so;
- ii. you fail to pay any amount due under the Contract on the due date for payment;
- iii. you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- iv. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- v. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

- 15.2.** On termination of the Contract, you must return all of our materials and any deliverables specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safekeeping and must not use them for any purpose unconnected with the Contract.
- 15.3.** Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 15.4.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **16. Events outside our control**

- 16.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 16.2.** If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- i.** we will contact you as soon as reasonably possible to notify you; and
  - ii.** our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for the performance of the Services with you after the Event Outside Our Control is over.
- 16.3.** You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel, please contact us. If you opt to cancel, we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

## **17. Non-solicitation**

**17.1.** You must not attempt to procure services that are competitive with the Services from any of our directors, employees, or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

## **18. Communications between us**

**18.1.** When we refer to "in writing" in these Terms, this includes email.

**18.2.** Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or by email.

**18.3.** A notice or other communication is deemed to have been received:

- i.** if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- ii.** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- iii.** if sent by email, at 9.00 am Greenwich Meantime the next working day after transmission.

**18.4.** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

**18.5.** The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 19. General

### 19.1. Assignment and transfer.

- i. We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on the Site if this happens.
- ii. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**19.2. Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**19.3. Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**19.4. Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**19.5. Third-party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

## 20. Indemnity

**20.1.** You undertake to us at all times to indemnify and hold us harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, us as a result of or in connection with:

- i. any alleged or actual infringement, whether or not under the Laws of England Wales, of any third party's Intellectual Property Rights including copyrights and trade secret rights or other rights arising out the supply of the Services by us to you or your use of the Materials upon which we have carried out the Services; or
- ii. any claim made against us in respect of any liability, loss, damage, injury, cost or expense sustained by us or our employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the breach of you on any these Terms including breach of any of the undertakings below, or breach by you of any Contract or by you of any Order Confirmation.

## **21. Data protection**

- 21.1.** You consent to our collecting, processing and transferring your personal data to the extent we are a data processor in accordance with the Data Protection Legislation, our [Privacy Policy](#) and [Cookie Policy](#).

## **22. Undertakings**

- 22.1.** You undertake to us at all times not to send or provide to us any Material, items or information, which may infringe the intellectual property rights, including copyright and trade secret right of any third party.
- 22.2.** You further undertake to us, that to the extent that any Material, item or information you provide to us contains personal data, that you have the consent from any data subject in the Material item or information to provide the same to us, and for us to provide our Services on such Material item or information.
- 22.3.** You undertake to us under no circumstances to transmit or send to us sensitive personal data or send to us any item, information or Material which contains Viruses or which is in any way, illegal, pornographic. "Virus" includes anything or device (including any software, code, file, or programme) which

may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications services, equipment or network or any other services or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including spyware, malicious software, worms, trojan horses, viruses and other similar things or devices.

- 22.4.** You undertake at all times to (a) comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption, including but not limited to the English Bribery Act 2010 (b) not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010, if such activity, practice, or conduct had been carried out in the UK.

**Oxford, United Kingdom, April 2020.**