

## TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before registering for a subscription for the Services offered on this website operated Creanova Limited of Suite 8, Sabrina House, Sabrina Court, Longden, Coleham, Shrewsbury, Shropshire, SY3 7BF, England company number 08506663, VAT number GB 185 7398 52.

By registering and completing the online Sign Up Form for a subscription for the Services at <https://app.genovo.co.uk> and checking the tick boxes relating to our Terms and Conditions, DPA and Privacy Policy, you the Customer agree to be legally bound by these Terms and Conditions, DPA and Privacy Policy as they may be modified and posted on our website from time to time. In the event of any inconsistency between the content of the Terms and Conditions, DPA and the Privacy Policy, the Terms and Conditions shall prevail followed by the terms of the DPA and then the Privacy Policy.

If you do not wish to be bound by these Terms and Condition, DPA and Privacy Policy then you may not use or purchase the Services.

Please note that the Services are only provided for the sole use of financial services professionals.

### 1. Definitions

In this Agreement, the following words shall have the following meanings:

<b>“Agreement”</b>	means these Terms and Conditions, Sign Up Form, DPA and Privacy Policy together;
<b>“Authorised User”</b>	means a person associated with the Customer who has been issued a username and password by the Company to use the Services;
<b>“Clients”</b>	means customers of the Customer;
<b>“Company”</b>	means Creanova Limited;
<b>“Confidential Information”</b>	means any and all information in whatsoever form relating to the Company, the Customer or Client’s, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party’s Company’s possession by virtue of its entry into this Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;
<b>“Consequential Loss”</b>	means pure economic loss, special loss, losses incurred by any Client or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time;
<b>“Customer Data”</b>	means all data inputted into the Services for the purpose of using the Services or facilitating the Customer’s use of the Services and the reports created on behalf of the Customer;
<b>“Customer”</b>	means the company or person named in the Sign Up Form;
<b>“DPA”</b>	means the data processing agreement set out in Schedule 1 of this Agreement;
<b>“Effective Date”</b>	means the date the Customer completes the Sign Up Form;

<b>“Eligible User”</b>	means a person associated with the Customer who benefits from the Services by writing reports for themselves or other users (“ <b>Writer User</b> ”), or by having reports written for them (“ <b>Reader User</b> ”) by an Authorised User.
<b>“Feedback”</b>	means feedback, innovations or suggestions created by users or Clients regarding the attributes, performance or features of the Services;
<b>“Fees”</b>	means the fees set out in the Sign Up Form;
<b>“Force Majeure”</b>	means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where Company ceases to be entitled to access the Internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency;
<b>“Intellectual Property Rights”</b>	means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
<b>“Non-authorized Eligible User”</b>	means an Eligible User who has not be issued with a username and password by the Company to use the Services.
<b>“Sign Up Form”</b>	means the Sign Up Form and Subscription & Payment Details forms that the Customer completes to access the Services;
<b>“Privacy Policy”</b>	means the privacy policy published at 25th January 2018 as amended from time to time;
<b>“Services”</b>	means the software applications services of the Company, ordered by the Customer and set out in the Sign Up Form which are made available to the Customer in accordance with the terms of this Agreement and including any computer software programmes and, if appropriate, Updates thereto. This includes any Reports generated;
<b>“Reports”</b>	means the financial reports created by the Customer via the Services for Clients;
<b>“Subscription Period”</b>	means one month;
<b>“Terms and Conditions”</b>	means these terms and conditions published at <a href="https://www.genovo.co.uk">https://www.genovo.co.uk</a> as amended from time to time;
<b>“Trial Period”</b>	means a 30 day free trial period starting from the Effective Date;
<b>“Term”</b>	means the Trial Period plus each Subscription Period as set out in clause 5.1;
<b>“Updates”</b>	means any new or updated applications services or tools (including any computer software programmes) made available by the Company as part of the Services.

## **2. Services**

- 2.1 The Customer engages the Company and the Company agrees to provide the Services to the Customer in accordance with the terms of this Agreement for the Term.
- 2.2 If the Customer wishes to purchase additional Services after the Effective Date, such Services shall be set out separately, and will be signed by both parties and incorporated into this Agreement.

## **3. Licence to use the Services**

- 3.1 Subject to the Customer's payment of the Fees, the Customer is granted a non-exclusive and non-transferable licence to permit Authorised Users to use the Services (including any associated software, Intellectual Property Rights and Confidential Information of the Company) during the Term for the Customer's internal business operations. Such licence permits the Customer to make copies of software, specifically for the purpose of caching or other information necessary for the Customer to receive the Services via the Internet. Where open source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open source licences. No additional implied rights are granted beyond those specifically mentioned in this clause 3.1.
- 3.2 All Eligible Users are required to be Authorised Users. Where the Company has reasonable grounds for suspecting any Non-authorised Eligible Users are accessing the Services the Company may suspend access to the Services, or portion thereof.
- 3.3 Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services. Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited. To the extent that the Customer is granted the right by law to decompile such software in order to obtain information necessary to render the Services interoperable with other software (and upon written request by the Customer identifying relevant details of the Services(s) with which interoperability is sought and the nature of the information needed), the Company will provide access to relevant source code or information. The Company has the right to impose reasonable conditions including but not limited to the imposition of a reasonable fee for providing such access and information.
- 3.4 Unless otherwise specified in this Agreement, the Services are provided and may be used solely by the Customer and its Authorised Users as part of the Customer's website/desktop architecture. The Customer may not: (i) lease, loan, resell, assign, licence, distribute or otherwise permit access to the Services or Reports; or (ii) use the Reports or Services to provide ancillary services related to the Services; or (iii) except as permitted in this Agreement, permit access to or use of the Reports or Services by or on behalf of any third party.

## **4 Intellectual Property Rights**

- 4.1 All Intellectual Property Rights and title to the Services (save to the extent these incorporate any Customer Data, Customer Intellectual Property Rights or third party owned item) shall remain with the Company and/or its licensors and subcontractors. No interest or ownership in the Services, the Intellectual Property Rights or otherwise is transferred to the Customer under this Agreement. No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer.
- 4.2 The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing Intellectual Property Rights and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a non-exclusive, licence to use Customer Data, Customer Intellectual Property Rights and any third party owned item for the Term to the extent required for the provision of the Services.
- 4.3 The Customer is not allowed to remove any proprietary marks or copyright notices from the Services.
- 4.4 The Customer grants the Company a non-exclusive, non-transferable, revocable licence to display the Customer's name, logo and trademarks, as designated and/or amended by the

Customer from time to time and as required in the creation of correspondence, documentation and website front ends in the provision of the Services.

4.5 The Customer assigns all rights, title and interest in any Feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

4.6 The Company may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

## **5 Term**

5.1 This Agreement will begin on the Effective Date and continue for the Trial Period. Upon expiry of the Trial Period the Agreement shall automatically renew for consecutive Subscription Periods. The Agreement can be terminated by the Customer at any time by giving notice to the Company. No refunds shall be provided for any unused Services.

## **6 Ordering, Fees and Invoicing**

6.1 The Company is entitled to refuse any order placed by a Customer. If an order is accepted, the Company will confirm acceptance via email.

6.2 No fees are payable for the Trial Period. If you do not terminate this Agreement before the Trial Period expires, Fees will become payable upon expiry of the Trial Period.

6.3 The Company shall invoice the Customer the Fees for each Subscription Period monthly in advance on expiry of the Trial Period until the Agreement is terminated. The Fees shall be based upon the number of Authorised Users using the Service under the applicable plan set out in the Sign Up Form. The plan may be changed at any time and the Fees shall be increased or decreased accordingly on a prorated basis.

6.4 All Fees exclude any Value Added Tax legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable.

6.5 Fees shall be invoiced monthly in advance unless stated otherwise in the Sign Up Form.

6.6 The Company may increase the Fees during the Term from time to time by giving the Customer at least 30 days prior notice of any increase.

6.7 The Customer undertakes that all details provided for the purpose of obtaining the Services will be correct and that any credit card details used are its own and that there are sufficient funds or credit facilities to cover the Fees.

## **7 Payment**

7.1 In consideration of the provision of the Services by the Company, the Customer shall pay the Company the Fees set out in the Sign Up Form in the currency set out in each invoice.

7.2 Unless stated otherwise in the Sign Up Form, payment of all Fees is payable using the credit or debit card used to sign up for the Services. Fees shall be paid monthly at the start of each Subscription Period. Payment is without prejudice to any claims or rights which the Customer may have against the Company. If the Customer believes that any invoice is incorrect, it must notify the Company in writing within 30 days of the invoice date.

7.3 Where payment of any Fee is not received by the due payment date, the Company may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid. The Company shall be entitled to charge interest on overdue Fees at the applicable statutory rate and to recover any costs and reasonable legal fees it incurs in recovering overdue payments.

## **8 Confidential Information**

8.1 Each party may use the Confidential Information of a disclosing party only for the purposes of this Agreement. Each party must keep confidential all Confidential Information disclosed to it, except where the recipient of Confidential Information is required to disclose the Confidential

Information by law to any regulatory, governmental or other authority with relevant powers to which either party is subject.

- 8.2 Either party may disclose the Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Agreement but only if the employee or agent is bound by confidentiality undertakings equivalent to those set out in this Agreement.
- 8.3 Both parties agree to destroy or return all documents and other materials containing Confidential Information immediately upon completion of the Services or termination or expiry of this Agreement, unless they are required to keep these for regulatory purposes.
- 8.4 The obligations of confidentiality under this Agreement do not extend to information that: (i) was rightfully in the possession of the receiving party before the negotiations leading to this Agreement; (ii) is, or after the Effective Date, becomes public knowledge (otherwise than as a result of a breach of this Agreement); or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence; or (v) is required by law to be disclosed.
- 8.5 If either party is required to disclose any Confidential Information pursuant to clause 8.4(v) such party shall, where lawfully permitted to do so: (i) promptly consult with and take into account any comments from the other party prior to making any disclosure; and (ii) work with the other party to ensure that any exemptions or other legitimate means of preventing disclosure or limiting disclosure are used to the fullest extent possible.

## **9 Data Protection**

- 9.1 Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 9.2 To the extent that personal data is processed when Customers or Authorised Users use the Services, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective statutory data protection obligations and their contractual obligations set out in the DPA (Schedule 1).
- 9.3 If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

## **10 Warranties**

- 10.1 Each party warrants and represents that: (i) it has full corporate power and authority to enter into this Agreement and to perform the obligations required hereunder; (ii) the execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and (iii) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement.
- 10.2 The Company warrants to the Customer that: (i) it has the right to license the Services: (i) the Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice; (iii) that use of the Services will not infringe the Intellectual Property Rights of any third party. The foregoing warranties shall not: (a) cover deficiencies or damages relating to any third party components not furnished by the Company; or (b) any third party provided connectivity necessary for the provision or use of the Services. In the event of a breach of the warranties under this clause 10.2, the Company shall have no liability or obligations to the Customer other than to reimburse the Fees for the Services, for the period that the Services are unavailable.
- 10.3 No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or error free. Nor that the Service will cover every financial planning scenario or requirement. This clause shall survive the termination of this Agreement.
- 10.4 The Customer acknowledges that: (i) the Company is not regulated or authorised to provide financial advice and the Services do not in any way constitute financial advice; (ii) it is the

responsibility of the Customer to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content made available via the Services or any Company website; and (iii) the Services should not be used for high risk applications where precise locations or features on maps are essential to the Customer, for example use of the Services by the emergency services.

- 10.5 All third party content or information provided by the Company via the Services, for example prices are provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.
- 10.6 The Customer warrants that it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement.
- 10.7 The Customer warrants and represents that it and Authorised Users shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services granted under this Agreement is limited as set out under this Agreement. In particular the Customer and Authorised Users shall treat any identification, password or username or other security device for use of the Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of this Agreement by an Authorised User.
- 10.8 The Customer warrants and represents that it shall ensure that its network and systems comply with the relevant specification provided by the Company from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 10.9 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law.

## **11 Liability**

- 11.1 Neither party excludes or limits its liability for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct in connection with the provision or use of the Services.
- 11.2 Neither party shall be liable for any Consequential Loss arising out of or related to this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, even if the party was advised of the possibility of such damages.
- 11.3 Subject to clauses 11.1 to 11.2 inclusive the total liability of the Company to the Customer in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under this Agreement or based upon any claim for indemnity or contribution shall be limited to the total Fees (excluding all taxes) paid by the Customer to the Company during the 12 month period prior to the date on which any such claim arose. If the duration of the Agreement has been less than 12 months, such shorter period shall apply.
- 11.4 The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Authorised Users who access the Services as if such acts, omissions or negligence had been committed by the Customer itself.
- 11.5 The Customer shall not raise any claim under this Agreement more than 1 year after the discovery of the circumstances giving rise to a claim.
- 11.6 The parties acknowledge and agree that in entering into this Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

## **12 Indemnities**

- 12.1 The Company, at its own expense, shall: (i) defend, or at its option, settle any claim or suit brought against the Customer by a third party on the basis of infringement of any Intellectual Property Rights by the Services (excluding any claim deriving from any Customer provided item); and (ii) pay any final judgement entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies the Company promptly of each such claim; (b) the Company is given sole control of the defence and/or settlement; and (c) the Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.
- 12.2 If all or any part of the Services becomes, or in the opinion of the Company may become, the subject of a claim, the Company at its own expense and sole discretion may: (i) procure for the Customer the right to continue to use the Services or the affected part thereof; or (ii) replace the Services or affected part with other suitable non-infringing service(s); or (iii) modify the Services or affected part to make the same non-infringing.
- 12.3 The Company shall have no obligations under this clause 12 to the extent that a claim is based on: (i) the combination, operation or use of the Services with other services or software not provided by the Company, if such infringement would have been avoided in the absence of such combination, operation or use; or (ii) use of the Services in any manner inconsistent with this Agreement; or (iii) the negligence or wilful misconduct of the Customer or its Authorised Users.
- 12.4 The Customer shall defend, indemnify and hold the Company and its employees, suppliers or agents harmless from and against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from: (i) any claimed infringement or breach by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Services or Suitability Reports outside the scope of this Agreement; (ii) any access to or use of the Services by an Authorised User, Client or third party; and (iii) use by the Company of any Customer provided item; (iv) breaches of data protection law or regulations resulting from the Company processing data on behalf of and in accordance with the instructions of the Customer; or (v) any breach of this Agreement by an Authorised User or Client.
- 12.5 Subject to clauses 12.1 to 12.4 inclusive, each party ('the first party') indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ('the second party') against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against the second party under clause 12 of this Agreement. Such indemnity extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.

## **13 Security**

- 13.1 The Customer and Authorised Users must ensure that each password is only used by the user to which it has been assigned. The Customer is responsible for any and all activities that occur under the Customer's account and via the Customer's passwords. The Customer will immediately notify the Company if the Customer becomes aware of any unauthorised use of the Customer's account, the Customer's passwords or breach of security known to the Customer (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed). The Company shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.
- 13.2 The Company may suspend access to the Services, or portion thereof, at any time, in the Company's sole reasonable discretion in order to protect, the integrity or security of the Services. Where for example, the Services are in danger of being compromised by acts of the Customer or Authorised Users or due to technical constraints because the Customer or its business has been banned by the Company from using the Services or for any other reason.

## **14 Termination**

- 14.1 The Company may immediately terminate this Agreement or the provision of any Services provided pursuant to this Agreement if: (i) the Customer has used or permitted the use of the

Services other than in accordance with this Agreement; or (ii) the Company is prohibited under applicable law, or otherwise from providing the Services.

- 14.2 Either party shall be entitled to terminate this Agreement on written notice to the other party if the other party: (i) goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of s268 Insolvency Act 1986 or ceases or threatens to cease to carry on business or if any event occurs which is analogous to any of the foregoing in another jurisdiction; or (ii) commits a material breach of any term of this Agreement which, if capable of remedy, is not remedied within five (5) Business Days of receipt of a written notice specifying the breach and requiring it to be remedied; or (iii) is prevented by Force Majeure from fulfilling its obligations for more than twenty eight (28) days.
- 14.3 Upon termination of this Agreement: (i) the Company shall immediately cease providing the Services to the Customer and all licences granted hereunder shall terminate; (ii) the Customer shall promptly pay the Company all unpaid Fees for the remainder of the Term. No Fees already paid shall be refunded if the Agreement is terminated prior to the end of a Subscription Term.
- 14.4 The Company shall provide appropriate tools for the Customer to download all Customer Data stored in the Company's database in its then current format, free of charge. The Customer must do this prior to terminating this Agreement. If the Customer requires any Customer Data to be returned in a different format the Company reserves the right to charge for this additional service on a time and materials basis.
- 14.5 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of this Agreement and shall remain in force and effect.

## **15 Relationship between the Parties**

- 15.1 The Company and the Customer are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship.

## **16 Third Parties**

- 16.1 Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the provision of the Services is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

## **17 Assignment**

- 17.1 No party may assign or transfer its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however the Company shall be entitled to assign the Agreement to: (i) any company in the Company's group of companies; or (ii) any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event.

## **18 Force Majeure**

- 18.1 If a party is wholly or partially prevented by Force Majeure from complying with its obligations under this Agreement, then that party's obligation to perform in accordance with this Agreement will be suspended. As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this Agreement. If the Force Majeure event last for more than 28 days the non-defaulting party may terminate this Agreement with immediate effect without penalty.

## **19 Miscellaneous**

- 19.1 Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.

- 19.2 This Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.
- 19.3 In the event of any inconsistency between the content of the Terms and Conditions, the Sign Up Form, the DPA and the Privacy Policy, the Sign Up Form shall prevail followed by the Terms and Conditions, the DPA and then the Privacy Policy. If after the Effective Date any subsequent Sign Up Form is signed by the parties and added to this Agreement during the Term and there is a conflict between the terms of such subsequent Sign Up Form, its attachments and the Terms and Conditions, the last Sign Up Form shall prevail over the terms of any previous Sign Up Form and its attachments, unless specifically stated otherwise in the subsequent Sign Up Form.
- 19.4 Amendments to, or notices to be sent under this Agreement to the Customer by the Company shall be sent to the email address the Customer used to sign up for the Services and shall also be posted on the company's website at <http://www.genovo.co.uk>. Notices to be sent to the Company shall be in writing and shall be deemed to have been duly given if sent by registered post or acknowledged fax to the Company at the address given for the Company in this Agreement. Where the Company intends to change or modify the terms of this Agreement it shall give the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of the 30 day period.
- 19.5 Neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid the Company may use the Customer's name and trademarks (logo only) to list the Customer as a client of the Company on its website and in other marketing materials and information.
- 19.6 This Agreement shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.