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1.1.2 any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or

1.1.3 any industry code of conduct or guideline

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8.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

9. **INDEMNITY**

You agree to compensate us and our parents, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable legal fees, made by any third party due to, or arising out of or related to your violation of this Licence, or your violation of any law, regulation or third-party right.

10. **TERMINATION**

10.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

10.2 Upon termination for any reason:

10.2.1 all rights granted to you under this Licence shall cease;

10.2.2 you must cease all activities authorised by this Licence; and

10.2.3 you must return to us or destroy the Documentation and immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

11. **VARIATION**

11.1 We may modify this Licence at any time. In the event of a material change to this Licence we will use reasonable efforts to notify you. If any modification is unacceptable to you, you agree that your only recourse is to immediately terminate your use of the Software and destroy any copies of the Software in your possession. Your continued use of the Software following our release of a revised License on the Software will constitute your binding acceptance of the change.

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12.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Sycous Limited at 46 The Calls, Leeds, West Yorkshire LS2 7EY. Our email address is dataprotection@sycous.com. We will confirm receipt of this by contacting you in writing, normally by email.

12.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

13. **OTHER IMPORTANT TERMS**

13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

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

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

13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14. **GOVERNING LAW AND JURISDICTION**

14.1 This Licence and all matters arising from or connected with it (including but not limited to any non-contractual obligations) shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Each Party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Licence (including, without limitation, in relation to any non-contractual obligations).