

# Syntropy app

## Terms & Conditions

Last updated 23rd November 2021.

THIS AGREEMENT (THE “AGREEMENT”) IS MADE BETWEEN THE SYNTROPY PARTNERSHIP LTD, A COMPANY INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH COMPANY NUMBER 12741219 (“WE”, “OUR”, “US” “SYNTROPY”, AND THE CUSTOMER OF THESE SERVICES (“YOU”) EACH A “PARTY” AND TOGETHER THE “PARTIES”.

BY PROCEEDING TO USE THE SERVICES YOU ARE ACCEPTING THIS AGREEMENT AND UNDERTAKING TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED AND MAY NOT USE THE SERVICE.

## **1. Definitions and construction**

1.1. In this Agreement the following expressions shall apply:

“App” means the Syntropy application, version 1.0 or later, which may be accessed via a Device.

“Appstore” means any appstore provider or operator from whose site you may download the App (such as Apple App Store or Google Play).

“Commencement Date” means the date we confirm acceptance of your offer to procure Services.

“Data Protection Legislation” means, for such time as they are in force in England and Wales, the DPA, the UK GDPR and all related legislation which may supplement, amend, implement or replace them and which relates to the protection of individual’s rights in their personal data and the protection of their privacy.

“Device” means such computing or mobile device with interconnectivity (such as a desktop computer, laptop computer, touchscreen ‘tablet’ or smartphone) as may be specified on the Website or elsewhere which you are required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.

“DPA” means the Data Protection Act 2018.

“Downtime” means a period during Service Hours during which there is total loss of the Services.

“Extension Period” means a period of one calendar month commencing at the end of the Initial Period or at the end of the previous Extension Period.

“Fee” means the fee payable in respect of a particular Tier of Service, as specified in the pricing table set out in the Order and as it may be amended from time to time.

“Initial Period” means a period of one calendar month commencing on the Subscription Commencement Date.

“Intellectual Property Rights” means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.

“Order” means the document detailing your order for Services and/or Products, and which contains various commercial details relating to the same.

“Outage” means an instance of Downtime.

“Personal Data” has the meaning set out in Article 4(1) of the UK GDPR, and for the purposes of this Agreement means Personal Data provided by one party to this Agreement to the other.

“Product” means any digital content listed as available for purchase on the Website.

“Service Hours” means the hours during which the Services are to be provided, which unless otherwise specified in an applicable Service Level shall be 09:00 – 17:00 GMT. References to "hour(s)" and "minute(s)" in this Agreement will, unless otherwise indicated, be taken only to refer to the elapse of time during Service Hours.

“Service Interruption” means a period during Service Hours during which there is partial loss of the Services.

“Service Levels” means, where applicable, the levels of performance to which the Services are to be provided to you by us; which where applicable shall be identified and described on the Website.

“Services” means the services provided by us to you under the terms of this Agreement, including the provision of access to the App as determined by reference to the Tier, or Tiers, of service selected and paid for by you and/or access to the Website.

“Subscription” means an order placed for the App by you detailed in the Order and accepted by us.

"Subscription Commencement Date" means the date during your Trial Period on which you activate your Subscription.

"Subscription Fee" means a Fee charged by an Appstore for the use of the App on a periodical basis.

"System Management

Regulations" means regulations introduced by us from time to time for the better management of the Services and which may include (but are not limited to):

(i) defining minimum specifications for any Device used by you to interface with the Services (including, but not limited to, routers, firewalls and PCs);

(ii) regulations to ensure that the network through which the Services are provided is not overloaded and that the security and integrity of the network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by us in connection with the Services; and

(iii) regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.

"Tier" means a package of services selected by you at the outset of a Subscription, which will determine the Subscription Fee and the quantity and type of Services which you are entitled to receive during it.

"Term" means the effective term of this Agreement (which shall include the Trial Period, Initial Period and all subsequent Extension Periods).

"Trial Period" means a period of seven (7) calendar days commencing on the Commencement Date.

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

“User” means an individual user which accesses the Services with a unique log in name and password.

“Website” means <https://www.syntropystates.com/>, a website owned and operated by us.

1.2. The headings in this Agreement do not affect its interpretation.

1.3. Unless the context otherwise so requires:

1.3.1. references to clauses are to clauses of this Agreement;

1.3.2. references to you and us include our permitted successors and assigns;

1.3.3. references to statutory provisions include those statutory provisions as amended or re-enacted;

1.3.4. words in the singular include the plural and in the plural include the singular.

## **2. Other Applicable Terms & Policies**

2.1. The following additional terms also apply to your use of the Service:

2.1.1. Our Website Terms of Use , which sets out the terms on which you may access our Website.

2.1.2. Our Privacy Policy , which sets out the terms on which we process any Personal Data we collect from you, or that you provide to us.

2.1.3. Our Cookie Policy , which sets out information about the cookies on the Website.

2.2. Use of the App by you is governed by the terms of this Agreement but may also be subject to any rules or policies applied by any Appstore (such rules “Appstore Rules”). If there is any conflict between the terms of this Agreement and the Appstore Rules, the Appstore Rules will apply instead of these terms.

### **3. Provision of Services and Licences**

3.1. In consideration of your timely payment of the Fee, we agree, with effect from the Commencement Date, to supply the Services and licence the App to you on a non-exclusive basis pursuant to the terms and conditions of this Agreement.

3.2. You agree to receive the App as a service and accordingly your licence to use the App is subject to the following conditions:

3.2.1. Non-Exclusivity: the licence is non-exclusive and we shall remain entitled to grant similar or identical licences to use the App to any third parties without restriction;

3.2.2. Transferability: the licence is non-transferable or sub-licensable, and you shall not permit or purport to transfer the licence to any third party (nor offer the App on a bureau basis) without first obtaining our explicit written permission from us to do so and in full knowledge that further fees shall be negotiated by us and payable by you before such consent is provided;

3.2.3. Purpose: the App may only be used by you for your own personal use, save where a subscription Tier specifically permits the use of the App for providing services to third parties;

3.2.4. Duration: the licence shall endure for the full Term of this Agreement, after which your right to use or have access to the App shall end.

3.3. You acknowledge that we may at any time, and without notice, incorporate licence management software into the App for the purposes of ensuring that licence rights are not exceeded.

3.4. You accept that you shall in no circumstances be permitted to:

3.4.1. reproduce, edit, create derivative works of, sell or in any way commercially exploit any part or aspect of the App;

3.4.2. outsource the Services or App provided under this Agreement to third parties;

3.4.3. attempt to obtain, or assist third parties (other than Users) in obtaining access to the App and Services;

3.4.4. attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the App (including any underlying software or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; and

3.4.5. to observe, study or test the functioning of the App (including any underlying software or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50BA of the Copyright, Designs and Patents Act 1988.

## **4. Using the Services**

4.1. You understand and agree that the Services, Products and any other information you learn from our Website are not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care. Not all activities described on the Services or Products are suitable for everyone.

4.2. The Services and Products are intended to draw your attention away from your surrounding environment. You must not use the Services or Products while driving, operating heavy machinery, or performing other tasks that require attention and concentration. You understand and agree that you are solely responsible for your use of the Services and Products.

## **5. Duration**

5.1. This Agreement will commence on the Commencement Date and will terminate at the end of the Trial Period unless you activate your Subscription through the App, in which case the Agreement will continue until either:

5.1.1. you cancel your Subscription in accordance with clause 5.3;

5.1.2. we terminate this Agreement in accordance with clause 17.

5.2. Your Subscription will be automatically extended at the end of the Initial Period for an Extension Period and at the conclusion of each subsequent Extension Period thereafter until cancelled in accordance with clause 5.3 or terminated in accordance with clause 17. You will be automatically charged, unless you cancel your

Subscription through your subscription page before the end of the current subscription period.

5.3. You may terminate your Subscription at any time. Cancellation will take effect the day after the last day of the current subscription period and you will not be refunded for any fees that you have already paid.

## **6. Fee**

6.1. Access to the App during the Trial Period is free of charge. You will be required to provide your payment information in order to begin the Trial Period, but you will not be charged unless you activate your Subscription during the Trial Period.

6.2. After the Trial Period has elapsed, access to the App is subject to a Subscription Fee, which shall be charged on either a monthly or annual basis in advance, depending on the package you have subscribed for at the point of placing your Order. You may, at any time, upgrade your current service Tier, or purchase Subscriptions to additional Tiers of service.

6.3. The pricing of the Subscription Fee shall be in accordance with the pricing described on the Website or as set out by the Appstore.

6.4. All Fees must be paid prior to you accessing the App.

6.5. All payments shall be made via the Appstore.

6.6. You agree that you have no right to access the features associated with the App if you fail to make payments when due.

6.7. We reserve the right to introduce or change any Fees from time-to-time by giving you no less than 14 days' written notice. Any new or changed Fees will apply at the next billing period, after the User has been given such notice.

6.8. If you do not accept a change to any Fees, then you may cancel your Subscription.

6.9. All Fees shall be payable in pounds sterling and are inclusive of value added tax.

6.10. Where this Agreement would be extended by virtue of Clause 5.2 then you shall be obliged to make payment of the Fee prior to any such extension commencing.

6.11. From time to time, we may offer a subscription Tier which is accessible without payment of a fee (each such Tier a "Free Service Tier"). Customers using the Service by way of a Free Service Tier will not be eligible to receive any customer support or technical support pursuant to the terms of this Agreement.

6.12. We may withdraw or modify each Free Service Tier at any time without prior notice and without liability, to the extent permitted under applicable law.

6.13. We reserve the right to suspend or terminate use of a Free Service Tier at any time without notice and without liability to us.

## **7. Service Levels**

7.1. Where a Tier entitles you to receive the Service subject to a specified Service Level, we shall use our reasonable endeavours to deliver the relevant Services to the levels of performance specified in the applicable Service Level; subject always to Clauses 16.2 and 18 and save where otherwise expressly provided for by this Agreement.

## **8. Outages, Service Interruptions and Changes to Services**

8.1. Outages or Service Interruptions may occur when in our reasonable opinion they are necessary to facilitate improvements to, or to maintain the Services. We will use reasonable endeavours to minimise the duration of such Outages or Service Interruptions that we deem necessary.

8.2. If Outages or Service Interruptions are required pursuant to Clause 8.1, we will endeavour to schedule them so as to minimise impact on the Services and to notify you as far in advance as is practicable of the anticipated commencement time and estimated duration of the relevant Outage or Service Interruption (Planned Downtime).

8.3. Customer requests likely to cause Outages or Services Interruptions will be duly considered in light of the impact on all customers and performed entirely at our discretion. An Outage or Service Interruption caused at your request will not be considered a break in service, and will not be a factor when calculating our performance in relation to Service Levels or for any other purpose or give rise to any liability on our part.

8.4. Save for where an applicable Service Level specifically provides otherwise, the occurrence of Outages or Service Interruptions shall not constitute a breach of this Agreement.

## **9. Purchases**

9.1. Our acceptance of your Order for any Products available for purchase through our Website will take place when we email you to accept it, at which point a binding contract for the purchase of the Product will come into existence between you and us.

9.2. If we are unable to accept your Order, we will inform you of this and will not charge you for the Product.

9.3. The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a Device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.

9.4. The price of the Product will be indicated on the Website when you place your Order.

9.5. You will own a Product once we have received payment in full, at which point we will make the Product available for download.

9.6. Once you have started to download a Product, you will lose your legal right to cancel your Order. For more information about your cancellation and refund rights, please see our **REFUND POLICY**.

## **10. Warranties**

10.1. We warrant to and undertake with you that:

10.1.1. we will use our reasonable efforts to provide the Services and to exercise reasonable care and skill when providing the Services in accordance with the terms of this Agreement;

10.1.2. we have full right power and authority to provide the Services to you in accordance with the terms of this Agreement;

10.1.3. we have all requisite registrations under Data Protection Legislation and will maintain such registrations throughout the Term; and

10.1.4. we will at all times comply with the Data Protection Legislation.

10.2. For the avoidance of doubt, we make no warranty that use of the Service will guarantee or enable compliance with any particular laws, regulations or codes of conduct. Your compliance with any legal requirements to which you may be subject

is entirely your own responsibility and we shall have no liability or responsibility in respect of the same.

10.3. We make no representation or warranty that any information provided by or contained within the Services or App shall be accurate, complete or up-to-date and you shall be responsible for verifying any such information on which you may choose to rely.

10.4. You acknowledge that the Services may enable or assist you to access the content of, correspond with, and procure products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party.

10.5. Except for the express warranties set forth in this Clause 10, the Services are provided on an "as is" basis, and your use of the Services is at your own risk. We do not make, and hereby disclaim, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. We do not warrant that the App or Services will be uninterrupted, error-free, or completely secure.

10.6. We do not and cannot control the rate of flow of data to or from our network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Although we will use reasonable efforts to take actions we deem appropriate to remedy and avoid such events, we cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events.

## **11. Your Obligations and Warranties**

11.1. You undertake at all times during the Term to comply with all current System Management Regulations. We shall give not less than 14 days' written notice to you of additions and changes to System Management Regulations.

11.2. You shall provide us with:

11.2.1. all necessary co-operation in relation to this Agreement; and

11.2.2. all necessary access to such information as may be required by us;

in order to provide the Services.

11.3. In the event that you are in breach of any of your obligations (including, for the avoidance of doubt, timely payment of any Fee) under this Agreement, then:-

11.3.1. we cannot be held responsible should the Services fail to perform and comply with the Service Levels as a result (directly or indirectly) of your breach;

11.3.2. we shall be entitled to charge you for staff time engaged on rectifying any resulting problems at our then current standard charging rates; and

11.3.3. we may without any liability terminate or suspend the Services (including, for the avoidance of doubt, by way of restricting or blocking your access to the App) without prejudice to any other pre-existing rights and obligations of either party.

11.4. You represent, warrant and undertake that:

11.4.1. you shall only access the Services using a Device which you have the legal right and authority to use;

11.4.2. you will use the Services only for lawful purposes and in accordance with this Agreement;

11.4.3. you will at all times comply with Data Protection Legislation;

11.4.4. any Personal Data will only be provided to us in accordance with Data Protection Legislation; and

11.4.5. you will be solely responsible for the accuracy and submission of Personal Data when using the Services and we will not be liable for failing to ensure the accuracy of any Personal Data provided; and

11.4.6. any software, data, equipment or other materials provided by you to us or employed by you in your use of or receipt of the Services shall not infringe any Intellectual Property Rights, privacy or Personal Data interests of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.

11.5. In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, we will have the right to suspend immediately any related Services if deemed reasonably necessary by us to protect our proper interests or our other customers. If practicable and depending on the nature of the breach, we may (in our absolute discretion) give you an opportunity to cure such breach. In such case once you have cured the breach, we will promptly restore the Services.

## **12. Intellectual Property Rights**

12.1. Without prejudice to your rights in your own materials, we jointly agree that you shall not acquire any Intellectual Property Rights whatsoever in respect of the App, documentation and other materials used by us in connection with or related to the provision of the Services hereunder.

12.2. We warrant that we have all necessary right, title and interest to enable you to benefit from the Services in accordance with this Agreement.

### **13. Data Protection**

13.1. You acknowledge and agree that we will process and share your Personal Data on the basis set out in our Privacy Policy. You warrant that any Personal Data that you may provide to us is accurate and complete in all respects.

### **14. Security**

14.1. Each party recognises that it is impossible to maintain flawless security but (where relevant) we shall take all reasonable steps to prevent security breaches in our servers' interaction with you and security breaches in any interaction with resources or users outside of any firewall that may be built into our Services.

14.2. You are responsible for maintaining the confidentiality of any passwords which are required to access the App and the Services and are solely responsible for any damage caused by any unauthorised access which arises from your failure to do so.

### **15. Indemnity**

15.1. You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or a breach of this Agreement.

### **16. Limitation of Liability**

16.1. Except as expressly stated in Clause 16.4:

16.1.1. we shall only be responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of this Agreement, but we are not responsible for any indirect, consequential or unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach at the time we entered into this Agreement with you;

16.1.2. we shall not in any circumstances be liable for any claims or costs you sustain in relation to the Free Service Tier, loss of profit, loss of sales or business, loss of contracts, loss of use or corruption of software, data or information, or loss of business opportunity that you may suffer as a result of your use of the App.

16.2. We shall not be liable for any interruptions to the Services or Outages arising directly or indirectly from:-

16.2.1. interruptions to the flow of data to or from the Internet;

16.2.2. changes, updates or repairs to the network or the App subject to us using reasonable endeavours to minimise the interruptions / Outages that may be caused by such change;

16.2.3. the effects of the failure or interruption of services provided by third parties;

16.2.4. any actions or omissions by you (including, without limitation, breach of your obligations set out in this Agreement) or any third parties;

16.2.5. problems with your Device, any other equipment owned by you and/or any third party equipment;

16.2.6. interruptions to the Services requested by you.

16.3. Our maximum aggregate liability under or in connection with this Agreement and your use of the App whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the lower of:

16.3.1. the Subscription Fee paid by you in the 12 months preceding; or

16.3.2. £100.

16.4. The exclusions in Clause 16.1 shall apply to the fullest extent permissible at law but we do not exclude liability for:

16.4.1. death or personal injury caused by our negligence;

16.4.2. fraud or fraudulent misrepresentation; or

16.4.3. any other liability which cannot be excluded by law.

## **17. Termination**

17.1. Without prejudice to our rights in this Agreement, we may terminate this Agreement immediately by written notice to you:

17.1.1. if you commit a breach of this Agreement which you fail to remedy (if remediable) within 3 days after the service of written notice requiring you to do so;

17.1.2. if you breach any of the licence or usage restrictions set out in clause 3;

17.1.3. if we have any reason to suspect that your use of the Services is unlawful, or that it would bring us and/or other Users or the Services into disrepute;

17.1.4. if we believe that we are required to terminate your use of the Services by law; or

17.1.5. if we withdraw the Services, or otherwise reorganise or restructure our business so as to necessitate the termination or suspension of provision of the Services to you.

17.2. Without prejudice to our rights in this Agreement, we may terminate this Agreement immediately by written notice to you, or generally cease offering or deny access to the Service or any portion thereof, at any time for any or no reason whatsoever.

17.3. On termination for any reason:

17.3.1. all rights granted to you under this Agreement shall cease;

17.3.2. you must immediately cease all activities authorised by this Agreement, including your use of the App; and

17.3.3. you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.

## **18. Force majeure**

18.1. Neither party hereto shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub contractors) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion,

strike, labour dispute (except involving a party's own employees), pandemic or epidemic, illness, flood, fire or tempest (an "Event of Force Majeure"). Any time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.

18.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

18.3. If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure but such termination shall not affect any pre existing rights or obligations of either party.

## **19. Waiver**

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## **20. Notices**

20.1. To us: any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class recorded post to our registered office address or email (such email notice to be confirmed by delivery or read receipt).

20.2. To you: any notice, request, instruction or other document to be given hereunder shall be delivered or sent by email (such email notice to be confirmed by delivery or read receipt) to your email address used as login to the Services.

## **21. Costs**

Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

## **22. Invalidity and severability**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **23. Entire agreement**

23.1. Subject to Clause 23.2, this written Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 23.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation.

23.2. No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

## **24. Assignment**

24.1. You shall not be entitled to assign this Agreement nor all or any of its rights and obligations hereunder without our prior written consent.

24.2. We shall be entitled to assign this Agreement or all or any of its rights and obligations hereunder.

## **25. Sub contracting**

We shall be entitled to sub contract the whole or any part of our obligations hereunder to any third party but shall remain liable as if we were performing the Services ourselves.

## **26. Governing Law & Jurisdiction**

26.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

26.3. The parties irrevocably agree that the courts of England and Wales are the most appropriate and convenient courts to settle any dispute or claim, and accordingly, no party will argue to the contrary.

## **27. Third Party Rights**

No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement

