

Terms of Use

1. Terms

- a. Tllid's Website and App are owned and operated by Ziffer Labs Limited, a company registered with Companies House in England and Wales under number 10372701 whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ ("Tllid", "Ziffer Labs", "us", "we", "our"), or any of its affiliates.
- b. In this agreement the following terms are defined as follows:
 - i. **"Provider"** refers to any person offering childcare services via the Website or App, including services as a babysitter or nanny on an ad hoc, casual or regular basis.
 - ii. **"Customer"** refers to any person(s), or family requesting child care services via the Website or App and includes the parents, guardians or carers of a child or any other person using the Website and the App to find a Provider.
 - iii. **"Intermediary"** refers to the relationship between Providers and Customers where Tllid acts as an intermediary by introducing Customers to Providers.
 - iv. **"Intellectual Property"** means all industrial and intellectual property rights of whatever nature throughout the world conferred on Tllid under the statute, common law or equity, whether existing now or at any time in the future in relation to the Website or App or otherwise;
 - a. all rights belonging to Tllid in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, trademarks, service marks, business names, trade names, domain names, designs, confidential information, trade secrets or otherwise;
 - b. concepts, ideas, methods, methodologies and business methods developed in relation to the Website and App;
 - c. the copyright subsisting in all documents and electronically stored files encompassing the things referred to in paragraphs (a) and (b);
 - d. any invention, discovery, or right to apply for a patent, trademark or design in relation to anything referred to in paragraphs (a), and (b); and
 - v. **"Member"** or **"Membership"** refers to a Customer or a Provider that has registered on the Website or App.

- vi. **“Website”** refers to the domains of Tllid.com, Tllid.co.uk, Tllid.in, Tllid.co.in being the online medium by which the Tllid service is able to operate. This term includes website operations performed on these domains.
- vii. **“App”** refers to an installed application on a smartphone, tablet or any other medium capable of running Tllid in its applicable form, which may be available for download (via a service such as Apple App Store and Google Play).
- viii. **“Overtime”** refers to any additional time (rounded to the nearest 30 minutes) that a Provider spends at a booking beyond the confirmed scheduled time.
- ix. **"Enhanced DBS Check"** refers to an enhanced check of the provider that shows full details of a provider's criminal record such as cautions, reprimands, warnings, spent and unspent convictions. The check also searches the DBS Children's Barred List to ensure the applicant is not banned from working with children.
- x. **“PVG Membership”** refers to the membership of a scheme managed and delivered by Disclosure Scotland. It helps ensure people whose behaviour makes them unsuitable to work with children cannot do 'regulated work' with children.
- xi. **"First Aid Certificate"** refers to a current and valid statement of attainment in a recognized paediatric first aid training program that includes CPR, Asthma and Anaphylaxis training.
- xii. **"Insurance"** refers to the public liability insurance policy that provides insurance cover (subject to the Policy Wording) for Provider services booked via the Website or App. No insurance cover is provided for Provider services that are not booked via the Website or App.
- xiii. **“you”, “your”** means the person using the Website or App.

2. Acceptance of these Terms and Conditions

- a. Your access to and use of the Website or App will be governed by these terms and conditions (the **“Terms”**).
- b. Tllid may change the Terms at any time. Such amendments will have an effect on the date the amendments are posted on the Website and in the App and a notice has been emailed to you notifying you that amendments have been made. Your continued use of

the Website or App after any changes are made to these Terms will be deemed to constitute your acceptance of those changes.

- c. If you object to any changes to the Terms, or otherwise become dissatisfied with your membership, you may immediately discontinue your use of the Website or App and/or terminate your Membership by sending an email to info@tllid.com.
- d. Where available, payment processing services for Providers on Tllid are provided by either:
 - a. Stripe and are subject to the Stripe Connected Account Agreement, which includes the [Stripe Terms of Service](#).
 - b. GoCardless and are subject to the [GoCardless Terms of Service](#) (collectively, the “Payment Services Agreements”).

By agreeing to these terms and conditions or continuing to operate as a Provider on Tllid, you agree to be bound by the Payment Services Agreement, as the same may be modified by Stripe or GoCardless from time to time. As a condition of Tllid enabling payment processing services, you agree to provide Tllid accurate and complete information about you and your business, and you authorise Tllid to share it and transaction information related to your use of the payment processing services provided.

3. Membership Requirements

- a. In order to access the services provided by the Website or App, both Customers and Providers are required to register as Members.
- b. By registering, Members confirm that they have read and understood the entire General Terms and Conditions, as well as the [Consumer Code of Conduct](#) and [Provider Code of Conduct](#).
- c. Membership to Tllid provides access to Tllid’s services available through the Website or App. Customers are able to create one profile that may be shared within their family. Providers are not permitted to create multiple profiles and must not share their Membership with other Providers or any other persons.
- d. Businesses and organisations, including childcare centre operators, nanny or babysitting agencies and recruitment companies are not permitted to register as Customers or

Providers on the Website or App. The Website or App is for the personal use of individual Members only.

- e. The Website or App must not be used for commercial endeavours, including advertising, selling or hiring products or services, collecting names and/or email addresses or sending unsolicited emails without the express consent of Tllid.
- f. When registering with Tllid, Members must provide accurate, complete and up-to-date information as requested. All information Members provide will be treated in accordance with our Privacy Policy.
- g. Members are required to provide Tllid with their contact details including but not limited to:
 - i. Email address
 - ii. Phone number
 - iii. Residential address
- h. Members are responsible for maintaining the confidentiality and security of their own login and password details. Members are strongly encouraged to update their device settings and take proportionate measures to enhance the confidentiality and security of their personal information as well as of other Members.
- i. Members are wholly responsible for all activities that occur under their login and password.
- j. Members agree to immediately notify Tllid of any unauthorised use of their login or password.
- k. Members should ensure that they exit from their account at the end of each session.
- l. Tllid may at any time request a form of identification to verify the identity of a Member or compliance by a Member of these terms.
- m. You must use the Website and the App for lawful purposes only, including, but not limited to complying with the UK General Data Protection Regulation (“UK GDPR”).

4. How Tllid works

- a. Tllid is a platform business, and acts only as an Intermediary between Customers and Providers.
- b. Providers create profiles and display their childcare services, skills and location on the Website and App so that Customers may search for nannies or babysitters based on location, and childcare requirements.

- c. Tllid is not an employment agency and is not involved in any employment of Providers by Customers.
- d. When a binding agreement is created between the Provider and the Customer. Tllid is not a party to that agreement. Tllid does not and cannot control either the Provider or the Customer, the services provided (or not provided), or the quality or timing of those services.
- e. Tllid accepts no liability to Customers or Providers listed on the Website or App. Customers are wholly responsible for all aspects of selecting, booking and using a Provider.
- f. Members are wholly responsible for complying with all applicable laws in relation to their employment relationship. Tllid is not responsible for the conduct of any Member using the Website or App, either online or offline.

5. Conduct

- a. Members agree not to transmit any material during the course of their membership that is:
 - i. unlawful;
 - ii. harmful or threatening;
 - iii. defamatory;
 - iv. obscene;
 - v. in breach of any third party right (including intellectual property rights); or
 - vi. harassing, abusive or discriminatory.
- b. Members agree not to engage in any activity that:
 - i. facilitates any illegal activity;
 - ii. depicts sexually explicit images;
 - iii. promotes unlawful violence;
 - iv. is discriminatory based on race, ethnicity, gender, religious beliefs, sexual orientation or disability; or
 - v. is illegal or causes injury or damage to any person or property
- c. Members agree to read and adhere to the [Consumer Code of Conduct](#) and [Provider Code of Conduct](#), whichever is applicable at all times of using the Website or the App.

- d. If Members experience problems with other Members on the website and would like to make a complaint, Members must follow Tllid's "Dispute Resolution Process" set out in our Dispute Resolution Process below (clause 8).

6. Intellectual Property

- a. Members agree, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, not to copy, modify, duplicate, create adaptations or derivative works from, republish, display, transmit or distribute all or any portion of any Intellectual Property on or in the Website or App in any form.
- b. Title to, and all Intellectual Property in, the Website and the App, and all related and underlying systems is and remains the property of Tllid (and its licensors). Members must not dispute that ownership.

7. Complaints, Feedback and Account Suspension

- a. All Members (both Customers and Providers) will have the ability to share feedback and ratings through the Website or App or submit a complaint to Tllid.
- b. When posting feedback, Members must adhere to conduct requirements referred to in clause 5 of these Terms.
- c. Tllid reserves the right to publish feedback on the website, or anywhere else, at its sole discretion.
- d. Tllid reserves the right to remove any feedback published on the website without notice or warning and may suspend or terminate a membership account for any breaches of the "Conduct" clause of these Terms.
- e. If a Member finds material, content or feedback on the Website or App which they believe breaches the "Conduct" clause of these Terms, the Member agrees to follow the Dispute Resolution Process as outlined in Clause 8 of these Terms.
- f. Tllid reserves the right to suspend a membership in the event that:
 - i. it is assessing a complaint in accordance with the Dispute Resolution Process;
 - ii. there is a pending dispute with another member, Tllid or any other third party;
 - iii. the Member receives feedback that brings, or is likely to bring, Tllid into disrepute;

- iv. the Member receives consistent negative feedback that Tllid, in its sole discretion, does not believe to be reflective of reasonable conduct of a Member in the circumstances.
- g. If a Member is suspended they may have their profile removed from the Website and App until a notification is provided in writing that the Member's suspension has ended.
- h. During a complaints procedure, term of suspension, or any other time, Tllid may conduct an investigation into the conduct of any Member.
- i. If a Membership termination results for any reason, Tllid is under no obligation to reinstate the Membership.
- j. In addition to breach of the "Conduct" clause in these Terms, Tllid reserves the right to suspend or terminate a membership for any conduct that it considers to be inappropriate or unjustified.

8. Disputes and Dispute Resolution Process

- a. Members are encouraged to resolve any disputes between themselves in an appropriate manner. They may use the communication channels available on the Website or App or other channels as agreed by both parties.
- b. If a dispute cannot be resolved between Members and a written dispute notice is provided to Tllid within 24 hours of the unresolved dispute, Tllid will strive to mediate the dispute and facilitate a resolution.
- c. If a Member wishes to make a complaint for any reason they are required to follow the Dispute Resolution Process as set out below:
 - i. Members must submit any complaint or dispute by contacting the support team via email at info@tllid.com. Members must outline their complaint or dispute with appropriate details and include written correspondence/examples of feedback where available.
 - ii. Once the dispute is submitted it will be reviewed by a Tllid team member within 48 hours of receipt of the submission. Where a complaint is urgent, please indicate this in the written description of your complaint so that a team member can respond as quickly as possible. The Tllid team member may contact either party for additional information.
 - iii. The Tllid team member is not in a position to make final decisions on the matter; however, Tllid will strive to mediate the dispute and facilitate a resolution.

9. Termination

- a. Tllid may terminate a membership immediately at any time on reasonable grounds by providing written notice to that Member.
- b. Tllid may terminate a membership for any breach of these Terms or if Tllid otherwise believe that a Member is acting unreasonably or is unfit to remain a Member of the Website
- c. Tllid also reserves the right to, without limitation, do any or all of the following in relation to your membership:
 - i. suspend your membership;
 - ii. permanently or temporarily hide all or part of your profile;
 - iii. modify your profile;
 - iv. deactivate your membership if you have not used the Website or App for a period of 18 months or more (from the date of last use); and/or
 - v. permanently or temporarily block your access to all or part of the Website and App.
- d. A Member may terminate their membership at any time by following the process outlined in the Support section of our Website or App.
- e. Termination of a membership does not affect each party's rights and obligations accrued before the termination date.

10. Warranties

- a. Tllid makes no warranties or representations as to the quality, accuracy or completeness of the content on the Website or App or the information otherwise provided by any Member.
- b. Tllid uses reasonable endeavours to ensure that the Website and App are available 24 hours a day, however, Tllid does not make any representations or warranties that your access will be uninterrupted or error-free. Access to the site may be suspended temporarily without notice in the case of system failure, web hosting errors, maintenance or repair or any reason beyond our control.
- c. When creating and editing their profile, Providers are able to upload a copy of their Enhanced DBS Certificate or PVG Membership for verification by Tllid. The date of issue must be less than 36 months old and the certificate must specify the Provider having

been checked against the DBS Children's Barred List. Once successfully verified by Tllid, a Provider may then display the DBS badge on the first page of their profile.

- d. As Tllid is a platform business, not an employer, we view an Enhanced DBS certificate or PVG Membership certificate just as any parent, acting reasonably, would.
- e. This means that if any record or notice on a valid certificate leads us to believe there is a potential risk to safety or property, we reserve the right to either remove that user from the Tllid platform or not mark their profile as 'DBS Verified'.
- f. However, Tllid does not undertake verification of this certification nor ongoing monitoring to ensure its continued validity.
- g. No warranty is given for suitability, including but not limited to the honesty, capability or character of any Provider.

11. Liability and Acceptance of Risk

- a. Members are wholly responsible for their participation on the Website or App and Members use the Website or App at their own risk.
- b. Members acknowledge that Tllid is not responsible for, and accepts no liability in relation to, Members use of the Website or App or Members conduct in connection with the Website or App (whether online or offline), or any other members' use of, or conduct in connection with the Website or App (whether online or offline), in any circumstance.
- c. Members are solely responsible for content that is transmitted or posted via the Website or App, or otherwise transmitted to any member of the Website or App by any other means. Tllid disclaims all liability with respect to any content transmitted or posted on the Website or App, or otherwise transmitted to any Member by any other means, by any person, including Members' reliance on such content.
- d. To the maximum extent permitted by law, Tllid excludes all implied representations and warranties which might apply in relation to Members' use of the Website or App.
- e. Tllid's maximum aggregate liability to a Member under or in connection with these Terms, the Website or the App, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed the total amount paid by the Member (if any) for any chargeable service or feature on the Website or App purchased by the Member during the term of her or his Membership.

- f. In no circumstances will Tllid be liable for any indirect, punitive or consequential loss or damages; loss of income, profits, goodwill, data, contracts, use of money; or loss or damages arising from or in any way connected to business interruption of any type, whether in tort (including negligence), contract or otherwise.
- g. By using the Tllid Website or App Members expressly authorise Tllid to collect and publish information about them as detailed in these Terms and Members expressly waive any rights, whether in statute or at common law, to bring any legal action against Ziffer Labs Limited as a result of Tllid's publication of such information, whether the Member considers that information to be fair and accurate or not.
- h. Members agree to indemnify Tllid for any loss, damage, cost or expense that Tllid may suffer or incur as a result of or in connection with Members' use of the Website or App or Members conduct in connection with the Website or App, including any breach by Members of these Terms. This includes any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to:
 - a. any breach by you of any of these terms of use or applicable law;
 - b. your misuse of the App and/or the Services;
 - c. any messages or other content you post on or transmit via the App;
 - d. your infringement of intellectual property rights;
 - e. your failure to provide accurate, up to date information;
 - f. your interactions with other users of the App.
- i. The Tllid Website or App may contain links to third party advertisements and links to third party sites. Access to any other Internet site linked to the Tllid Website or App, is at Members own risk. Tllid accepts no responsibility for the accuracy or reliability of any information, opinions, or statements made in any third party advertisements or on any third party sites.
- j. Tllid is not liable to the Customer or the Provider for any failure to perform its obligations under these Terms to the extent caused by an event that is beyond Tllid's reasonable control.

12. Insurance

- a. Every Provider who accepts employment with any Customer on the Tllid app is automatically given their own third party public liability insurance when providing childcare services through the Website or the App. Tllid reserves the right to withdraw

this insurance offer at any time and will ensure that all customers – parents and nannies/babysitters – are informed ahead of time if the insurance feature of the platform is to be withdrawn.

- b. This insurance covers Providers for any accidental injury or property damage they have caused to a third party whilst providing a service under a service contract that has been booked via the Tllid App or platform.
- c. By signing up to the Tllid platform, Providers will be enrolled in the insurance policy (at no extra cost to them) and are required to comply and make use of the policy in the event of a claim being made against them.
- d. Tllid will use its best endeavour to facilitate the processing of the claim if required; it does not and cannot guarantee that the Provider will comply and cooperate in the event of a claim being made against them.
- e. There may be an excess payable on any claim that may be the Provider's responsibility. In order to protect the Customers and the integrity of the platform, Tllid reserves the right to remove Members from the platform in the event that they are non-compliant and/or non-responsive to claims that may arise.
- f. In order to share the insurance and policy documents with the Providers, and in order to help facilitate the smooth handling of any claims that arise, Tllid is required to share certain personal data with the insurance provider. The details of which can be viewed in our Privacy Policy.

13. Customer Obligations

- a. All bookings and payments between Customers and Providers must be made using the Website or App or other payment mechanisms as agreed with Tllid. All correspondence must be conducted via Members' profiles and the messaging service on the Website or App, where possible. Alerts will also be sent to Members' personal email addresses and/or via the App.
- b. The Customer shall pay the fees due as stated in the invoice, based on the fee arrangement selected (one-time or subscription) at the time of booking.
- c. Customers on the subscription plan understand that each month, on the agreed date of payment, their credit card/debit card/account will be charged automatically, with the funds being held by Tllid until payment is made to the Provider.

- d. Customers acknowledge and agree to their credit cards/debit card/accounts being pre-authorized by Tllid upon confirmation of their membership and prior to booking their Provider.
- e. Customers acknowledge and agree that in the event that a credit card/debit card/account payment fails for any reason the booking may be cancelled, their service suspended, and/or reasonable penalties imposed.
- f. The Customer understands and agrees that the Customer must ensure the health and safety of Providers while the Providers are providing services booked through Tllid. Providing a safe and healthy environment for the Providers is the sole responsibility of the Customer, who bears all risks and liabilities in respect of injury or death.
- g. In circumstances where Tllid (in its absolute discretion) believes that there is sufficient negative feedback or any feedback of a concerning nature regarding the Customer, Tllid reserves the right to block the Customer's profile from Tllid without notice.
- h. Customers understand that Providers may, at their absolute discretion, choose to decline a booking. Tllid is a platform business and Customers understand and acknowledge just as they choose which Provider to request a booking with, Providers may also choose which bookings to accept.
- i. The Customer understands that they are engaging a Provider as their employee. The Customer understands that the employer-employee relationship is exclusively between the Customer (as Employer) and the Provider (as Employee). Tllid is not a party to this relationship and bears no responsibilities in respect of that independent contractor relationship.
- j. Customers may wish to separately obtain their own tax advice with respect to their employment tax obligations (if any) in respect of engaging a Provider via Tllid.
- k. The Customer understands that these terms constitute the written terms of the independent contractor agreement that exists between each Customer and Provider.
- l. The Customer agrees to make themselves reasonably available by phone during a scheduled booking so that they may be contacted in the event of an emergency.

14. Fees

The Customer shall pay the fees due as stated in the invoice, based on the fee arrangement selected (one-time or subscription) at the time of booking.

Customers on the flat-fee model pay only once.

Customers on the subscription plan pay for a 12-month subscription period on a monthly basis and the subscription renews unless cancelled by the Customer. The total amount due shall be collected from the credit card/debit card/account specified by the Customer when registering for an Account.

15. Cancellation Policy

- a. The Customer may cancel within 15 days of the Provider's employment start date.
- b. You may not cancel after 15 days have passed following the employment start date of the Provider.
- c. You can send your cancellation request to info@tllid.com and one of our team members will contact you within 2 working days with next steps.
- d. For Customers on the subscription plan, the minimum subscription term is 9 months. In case you want to cancel your subscription before this term, you will need to pay the outstanding balance; unless this is within the 15 day period as described in 15a above. For e.g., if you cancel your subscription in month 4, you will need to pay the outstanding monthly subscription fees for 5 months.

16. Refund Policy

- a. Customers are required to pay for a successful match (irrespective of the pricing plan) if 15 days have passed following the employment start date of the Provider.
- b. If the Provider leaves within 15 days of their employment start date, we may be able to offer you a replacement nanny, or a full/partial refund, subject to specific facts and circumstances.
- c. You can send your refund request to info@tllid.com and one of our team members will contact you within 2 working days with next steps.

17. Provider Membership Requirements and Obligations

- a. Providers must be aged 16 and over and be legally able to work in the United Kingdom in order to register with Tllid. Providers will be required to submit personal details including, but not limited to, photo identification, details of an Enhanced DBS Check that

is not older than three years and a copy of a First Aid Certificate. Once Tllid has validated these details, the Provider will be listed as an “Approved” Provider on Tllid.

- b. All communications and bookings must be made between you (the Provider) and the Customer via the Website or App, where possible. Providers will be sent all booking requests through the Website or App.
- c. Once a booking is confirmed it is your responsibility to ensure that you are able to make yourself available to attend the scheduled booking.
- d. The Provider agrees to attend the location, date and time on which they have been booked by a Customer.
- e. The Provider agrees that only Providers that are approved by Tllid, and no other person, may attend the location during the booking period. Failure to adhere to this requirement will void any Insurance coverage for the booking and will result in the suspension of the Provider’s account.
- f. Providers understand that a cancellation, late arrival or failure to arrive at a confirmed booking will likely result in negative ratings and feedback being provided by the Customer. Tllid accepts no responsibility for negative ratings in any circumstances and will not change any negative ratings that result from cancellations, late arrivals or no-shows.
- g. As a condition of Membership, Providers may only have one Membership account and only the person whose identification details have been provided may access the Membership using the Website or App.
- h. The Provider understands that they are an employee entering into a direct agreement with the Customer and the Provider must abide by all statutory and other obligations of such an agreement. The Provider understands and agrees that the employer-employee relationship exists exclusively between the Customer (as Employer) and the Provider (as Employee). Tllid is not a party to this relationship and bears no responsibilities or liabilities in respect of that employer-employee agreement.
- i. The Provider understands that these Terms supplement the written terms of the employer-employee agreement that may exist between each Customer and the Provider.
- j. As an employee, the Provider understands that the Provider bears the onus of responsibility in respect of recording any income received through the services provided by Tllid, the necessary disclosures of such income and of applicable taxes.

20. Promotions and Marketing

Tllid may offer promotional and other offers from time to time which may include discount codes, referral offers or account credits, that may be subject to expiration dates and may only be applicable to selected users of the App. Tllid reserves the right to withhold or remove credit from a Member account or end a promotion without notice if at the sole discretion of Tllid it believes a user is not acting in good faith in relation to the terms of the promotion.

21. Confidentiality

Other than personally identifiable information (which is covered under our Privacy Policy), any material such as reviews or ratings which you transmit or post to the App (“Member Content”) shall be considered non-confidential and non-proprietary. Tllid shall have no obligations with respect to such material. You are solely responsible for such material. Tllid shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

22. Third parties

Any links to third party apps and websites on the App are provided solely for the convenience of the Members. Tllid has not reviewed all of these third party apps and websites and does not control and is not responsible for these apps/websites or their content or availability. Tllid does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party apps/websites linked to the App, you do so entirely at your own risk.

23. Other general terms

- a. To contact us in writing, send your communication to us by email to Tllid at info@tllid.com.
- b. Tllid is not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of use that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (“Event Outside Our Control”). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use:
 - a. our obligations under these terms of use shall be suspended for the duration of the Event Outside Our Control; and

- b. we will use our reasonable endeavours to find a solution by which our obligations under these terms of use may be performed despite the Event Outside Our Control.
- c. We may transfer our rights and obligations under these terms of use to another organisation, but this will not affect your rights or our obligations under these terms of use.
- d. You may only transfer your rights or obligations under these terms of use to another person if we agree in writing.
- e. A person who is not a party to these terms of use has no right to enforce any term of these terms of use.
- f. If we fail to insist that you perform any of your obligations under these terms of use, 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 and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- g. Each of the conditions of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- h. These terms of use shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the English courts.