

MUVE LIVE LTD - INSTRUCTOR LICENCE AGREEMENT

Welcome to MuveLive – Muve exists to create a supportive and innovative online environment, where people can exercise anywhere at any time, whilst providing the world's best trainers with a platform to engage clients, on their terms, from any place

These terms explain how you can use our streaming service to help deliver online classes as an Instructor to individuals registered to use our platform.

1. Information about us and how to contact us

- 1.1 What these terms cover.** These terms and conditions ("**Licence**") together with our Privacy Policy (INSERT LINK), Acceptable Use Policy (INSERT LINK), Cancellation Policy (INSERT LINK) and Community Guidelines (INSERT LINK) govern your access to and use of our website (<https://www.muvelive.com/>) (the "**MuveLive Site**") and the basis on which you can use the MuveLive Site to deliver a range of fitness classes, personal training, group personal training, nutritional advice, therapy, health and wellness, activities, courses, seminars, events or recordings provided by you (the "**Classes**").
- 1.2 What these terms do not cover.** This Licence does not govern the basis on which you can participate in online classes as a user. If you wish to participate in online classes using the MuveLive Site you must register for a user account, please see the terms and conditions.
- 1.3 Why you should read them.** Please read this Licence carefully before you access or use the MuveLive Site. This Licence tells you who we are, how you may access and use the MuveLive Site (including instructor account registration), how you and we may change or end your contract with us and your MuveLive Account, what to do if there is a problem and other important information.
- 1.4 Your acceptance of these terms.** By accessing and using the MuveLive Site, you indicate that you agree to the terms of this Licence. If you do not accept the terms of this Licence, you should not use the MuveLive Site.

2. Information about us and how to contact us

- 2.1 Who we are.** We are Muve Live Ltd, a company registered in England and Wales. Our company registration number is 11798781 and our registered office is at Unit 1 The Barns Mill Lane, Snelson, Macclesfield, Cheshire, England, Sk11 9BN. Our registered VAT number is 318615305.
- 2.2 How to contact us.** You can contact us by emailing our support team at support@muvelive.com.
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you using the telephone number or the email address you provided to us when registering for an instructor account to use the MuveLive Site.

3. About MuveLive

- 3.1** We operate the MuveLive Site to facilitate the delivery and streaming of various interactive Classes and other relevant services or content provided by you, an approved health and fitness professional, to users (the "**MuveLive Service**").
- 3.2** Whilst we provide the platform through which Classes are delivered and facilitate users' payment to you for any Classes, we are not a party to the actual transaction between you and the user. The contract for delivery of the Classes is directly between each user and you.
- 3.3** We therefore do not and cannot control your conduct or performance and do not guarantee:
- (a) the quality, safety or suitability of the Classes on the MuveLive Site; and

- (b) the truth, completeness or accuracy of any content provided by you.
- 3.4 You are solely responsible for any loss or damage arising out of or in connection with the Classes that you deliver and the content that you produce.
4. **Your Instructor MuveLive Account**
- 4.1 **Access to the MuveLive Site.** You may access the MuveLive Site without registering your details with us, however to access certain features of the MuveLive Site (such as the delivery of Classes and the MuveLive Service), you will need to register for an Instructor Account (as described below). You are responsible for making all arrangements necessary for access to the MuveLive Site. We grant you access to the MuveLive Site on a temporary basis. We do not guarantee uninterrupted access to the MuveLive Site and make no guarantees as to its operation, functionality or otherwise.
- 4.2 **Account Registration.** In order to use the MuveLive Service, advertise Classes, deliver Classes and interact with users, you will have to create an instructor MuveLive account and profile ("**Instructor Account**"). When you register for an Instructor Account and we accept your registration, a contract is created between you and us. We will provide confirmation of your registration to the email address you provided at which point a contract for the provision of the MuveLive Service will come into existence between you and us.
- 4.3 **Applicable terms.** We revise our Licence from time to time. Your registration for the MuveLive Service and use of the MuveLive Site will be subject to the Licence in force at the time that you register for a user account.
- 4.4 **Licence to use the MuveLive Service.** Subject to you not being in breach of the provisions of this Licence, we grant to you a limited, revocable, non-exclusive, non-transferable right, without the right to grant sublicences, to access the MuveLive Service for your business use. This Licence includes the right to access and use the MuveLive Service (including the chatbox function when delivering Classes), to advertise your Classes, take bookings, payments and deliver Classes and interact with users.
- 4.5 **Instructor requirements.** To use the MuveLive Site, access the MuveLive Service and deliver Classes or associated services and content you must comply with the following requirements during the term of this Licence:
- (a) your Instructor Account is personal to you and you agree not to create more than one account;
 - (b) you must be at least 18 years of age to register and create an Instructor Account with us;
 - (c) before registering an Instructor Account, you will be required to create an account with a third-party online payment service provider, Stripe (<https://stripe.com/gb/connect>) ("**Stripe**"). Stripe will handle all payments associated with the MuveLive Site;
 - (d) when registering an Instructor Account with us, you will be required to provide your name, email address, qualifications, evidence of valid insurance and details of method for receiving payment;
 - (e) in the event that you wish to provide and deliver Classes aimed at children, you must provide a Disclosure and Barring Service (DBS) check at your own expense and provide any other information that we reasonably request prior to delivering such Classes;
 - (f) when creating your Instructor Account, you must provide accurate and complete information;

- (g) you must have the correct qualifications for the Classes and any other services or content that you offer and deliver. You must be able to provide evidence upon request;
- (h) you must maintain valid insurance which covers the delivery of your Classes and any other services or content that you offer and deliver using the MuveLive Service. You must be able to provide evidence of such insurance upon request;
- (i) if you play music during the delivery of your Classes and any other services or content, it is your responsibility to have the appropriate music licenses and ensure you have the right to play any copyrighted music. If you are unable to do so you must only play music which is copyright free;
- (j) you must take all steps to ensure the safety of those who you deliver Classes and any other services or content to;
- (k) you must provide all the information required for a user to take part in your Classes and any associated services safely (including any equipment required);
- (l) you must keep the information displayed on your profile accurate and up to date;
- (m) you must be punctual and ensure that you have set up and are ready to deliver your Classes on time;
- (n) you must follow and comply with all MuveLive policies;
- (o) you must follow our Community Guidelines and act in a professional manner at all times;
- (p) you must co-operate with us in all matters relating to the MuveLive Service, Services, Classes and associated services;
- (q) you must provide such information to us as we may reasonably request for the purpose of providing the MuveLive Service including details of any criminal convictions or cautions and ensure that such information is accurate in all material respects;
- (r) you must ensure that your network and systems comply with the relevant specifications provided by us from time to time and ensure that you have access to a stable internet connection. The quality of the display of the Classes may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your internet connection;
- (s) you are responsible for procuring, maintaining and securing your network connections, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the your network connections or telecommunications links or caused by the internet; and
- (t) you must comply with all applicable law with respect to its activities under this Licence.

You should not create an Instructor Account if you are unable to comply with any of the above requirements.

4.6 **Protecting your Instructor Account.** It is important that you keep your login details, password and any other information relevant to your access to the MuveLive Service secure and confidential. You must not disclose your password to any third party. If you have any concerns about your login details or think they have been misused, you should contact us as soon as possible.

4.7 **Your conduct.** You must use your Instructor Account and the MuveLive Site in accordance with this Licence, applicable laws, our Acceptable Use Policy (INSERT LINK) and MuveLive's

Community Guidelines (INSERT LINK). MuveLive has a zero-tolerance policy on any harassment and will report all cases which occur at any time during your use of the MuveLive Service or use of the MuveLive Site to the police. We have the right to disable your Instructor Account if in our reasonable opinion you have failed to comply with any of the provisions of this Licence, applicable laws or MuveLive's Community Guidelines.

- 4.8 You are solely responsible for your use of the MuveLive Service and for the security of your equipment.
- 4.9 You acknowledge and agree that the MuveLive Service (including the related software and media), the design of the MuveLive Service and associated content including text, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein ("**MuveLive Property**") are owned by or licensed to Muve Live Ltd, subject to copyright and other intellectual property rights under the UK and foreign laws and international conventions. Except as expressly provided in this Licence, we do not grant any express or implied rights to use MuveLive Property.
- 4.10 You acknowledge and agree that you have no right to any intellectual property within or deriving from MuveLive Property and you acknowledge that you have no right to have access to the MuveLive Service in source code form.
- 4.11 We are the owner or the licensee of all intellectual property rights and data in the MuveLive Site and in the material published on it, including the "look and feel" of them. These rights are protected by laws and treaties around the world.
- 4.12 The MuveLive Site and its content is copyrighted and belongs to Muve Live Ltd or our third party content providers (such as other instructors). Except where permitted by applicable law, this Licence, or otherwise set out on the MuveLive Site, you may not use such copyright without our prior written permission.
- 4.13 **Contributions, postings and contacting other users.** If you make use of a feature that allows you to contribute content or make postings to the MuveLive Site, or make contact with other users, you must comply with our Acceptable Use Policy (INSERT LINK), the Community Guidelines (INSERT LINK) and this Licence. You promise that any such contribution, posting or contact will comply with our Acceptable Use Policy (INSERT LINK), and you agree to pay us on a pound for pound basis for any loss, damage, liability or cost that we suffer or incur as a result of a breach of your promise.
- 4.14 Any material, posting or contact will be considered non-confidential and non-proprietary. We shall have the world-wide, perpetual, irrevocable, royalty-free right to use, copy, distribute and disclose the whole or any part of any material, posting or contact for any purpose. We shall also have the right to disclose your identity to any person, authority or organisation who is claiming that any of your materials, postings or contacts constitutes a criminal offence or a violation of intellectual property rights, rights to privacy or other legal rights.
- 4.15 We will not be responsible or liable to you or anyone else for the content or accuracy of your or any other users' materials, postings or contacts.
- 4.16 We have the right (but are not obliged) to monitor contributions, postings and contacts and remove or disable any contribution, posting or contact that, in our opinion, does not comply with our Acceptable Use Policy (INSERT LINK).
- 4.17 **Links to / from the MuveLive Site.** You may create links to the pages of the MuveLive Site, provided that you: only create links from websites and applications owned by and/or associated with you; create the link in a way that is fair and legal and does not damage our reputation or take advantage of it; do not suggest any form of association, approval or endorsement on our part where none exists, or which implies that any of the content of the MuveLive Site is your own or licensed to you, or which otherwise amounts to framing. We

reserve the right to withdraw linking permission at any time without notice and to employ such measures as are necessary to remove any linking or framing to the MuveLive Site.

4.18 **Responsibility for your actions.** if the performance of any of our obligations under this Licence is prevented or delayed by your act or omission of or any failure by you to perform any relevant obligation ("**Your Default**"):

- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the MuveLive Service until the you remedies the Your Default;
- (b) we shall not be liable for any losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations; and
- (c) you shall pay us on a pound for pound basis on demand for any losses sustained or incurred by us arising directly or indirectly from the Your Default.

5. **Disputes & Cancellation**

5.1 You agree to and shall adhere with the MuveLive Cancellation Policy (the "**Cancellation Policy**") (INSERT LINK).

5.2 If you are unable to deliver any of your advertised Classes for any reason, it is your responsibility to promptly notify all users participating in such Classes and cancel the Classes in accordance with the Cancellation Policy (INSERT LINK).

5.3 If a user has a dispute with you or the services you provide it is your responsibility to agree on a resolution with that user. If you are unable to reach a conclusion with them you must report it to us within fourteen (14) days of becoming aware of the dispute and arrange a cost-effective way for both you and your user to resolve the issue promptly.

5.4 We reserve the right to step in and resolve any dispute between yourself and the user and you shall be liable to us for any costs in doing so.

6. **Restrictions**

6.1 In addition to the provisions set out in the Acceptable Use Policy (INSERT LINK), you shall not:

- (a) use the MuveLive Service and/or associated content to provide services to third parties, except as set out in paragraph 11;
- (b) promote the MuveLive Service and/or associated content except as set out in paragraph 11;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the MuveLive Service and/or associated content available to any third party except for a user who has registered for a user account for the MuveLive Site; or
- (d) attempt to obtain, or assist third parties to obtain, access to the MuveLive Service and/or associated content, other than as provided under this Licence.

6.2 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the MuveLive Service and/or associated content and, in the event of any such unauthorised access or use, promptly notify us.

6.3 The rights provided under this paragraph 6 are granted to you only, and shall not be considered granted to any of your subsidiaries, holding companies or group companies.

7. Provision of the MuveLive Service

- 7.1 We shall perform the MuveLive Service substantially with reasonable care and skill. This obligation shall not apply to the extent that any non-compliance is caused by your use of the MuveLive Service contrary to our instructions, or by modification or alteration of the MuveLive Service by any party other than us or our duly authorised contractors or agents.
- 7.2 While the MuveLive Site is provided on an "as is" basis, we will use reasonable efforts to make it available to you 24 hours a day, 7 days a week, except during any planned maintenance or emergency maintenance. We will try to carry out such maintenance outside high volume periods of usage and to provide advance notice of such maintenance on the MuveLive Site. We may modify the features and functionality of the MuveLive Site at any time. We may change the arrangements for access to, deny access to, close or suspend part or the whole of the MuveLive Site at any time, for any period of time, and for any reason without telling you beforehand and without liability.
- 7.3 We do not warrant that your use of the MuveLive Service will be uninterrupted or error-free, or that the MuveLive Service will meet your requirements. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the MuveLive Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8. Charges

- 8.1 In consideration of our provision of the MuveLive Service, you shall be liable for and pay:
- a) a commission rate of 7.5% of the costs charged to the participants per Class you deliver (the "**Commission Rate**");
 - b) a streaming fee of £0.21 per participant per 60 minute Class (such fee may vary based on the duration of your Class. For example, a 30 minute Class shall incur a streaming fee of £0.105 per participant per Class) (the "**Streaming Fee**"); and
 - c) a payment merchant fee which shall consist of 1.4% of the costs charged to the participants per Class you deliver plus £0.20 per transaction (the "**Stripe Fee**").
- (the "**Charges**").
- 8.2 MuveLive will handle payments for users, using a third-party online payment service provider, Stripe (<https://stripe.com/gb>). Further information on Stripe's user terms can be found at <https://stripe.com/en-gb/connect-account/legal>. General information on Stripe can be found at <https://stripe.com/gb>. Stripe's privacy policy can be found at <https://stripe.com/gb/privacy>.
- 8.3 Stripe shall automatically deduct the Charges from any payments due to you from a user in respect of a Class you have taken bookings for using the MuveLive Service. We shall be entitled to receive, and Stripe shall pay to us, the Commission Rate and Streaming Fee while the Stripe Fee shall be retained by Stripe. Please note that the Streaming Fee will be paid to our streaming provider and will not be retained by Muve.
- 8.4 Where a Class is cancelled by you, us or a user, you will comply with the terms of the Cancellation Policy (INSERT LINK). Where you choose not to accept a booking for any reason, you will refund any payment made by a user for that Class in full (including the Stripe Fee).
- 8.5 The Commission Rate, the Streaming Fee and the Stripe Fee is inclusive of UK value added tax (if any). Please note that as Stripe is based in Ireland, the Stripe Fee is classed as an EU reverse charge. You are solely responsible for ensuring that you account for any UK value added tax paid or payable in respect of the Charges correctly in your tax returns.

8.6 We reserve the right to amend the Charges (including the fee structure and model) from time to time during this Licence. We shall give you written notice of any amendment 1 month before the proposed date of the amendment. If such amendment is not acceptable to you, you shall notify us in writing within 2 weeks of the date of our notice and we shall have the right without limiting our other rights or remedies to terminate this Licence by giving you 4 weeks' written notice.

8.7 You shall pay all amounts due under this Licence in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by applicable law). We may at any time, without limiting any other rights or remedies, set off any amount owing to it by you against any amount payable by us to you.

9. **Audit**

9.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake to permit us to inspect and have access to any premises (and to the computer equipment located there) at or on which the MuveLive Services are being used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that the you are complying with the terms of this Licence, provided that we provide reasonable advance notice to you of such inspections, which shall take place at reasonable times.

9.2 We reserve the right to monitor any Classes that you deliver for health and safety, legal and audit purposes as well as ensuring that you are complying with the terms of this Licence and applicable laws.

10. **Liability**

10.1 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss or corruption of data or information;
- e) loss of business opportunity, goodwill or reputation;

whether any of the losses set out in paragraph 10.1(a) to paragraph 10.1(e) are direct or indirect; or

- f) any special, indirect or consequential loss, damage, charges or expenses.

10.2 Other than the losses set out in paragraph 10.1 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to one thousand GBP sterling (£1,000.00). This maximum cap does not apply to paragraph 10.3 and 10.4.

10.3 Nothing in this Licence shall limit or exclude our liability for:

- a) death or personal injury resulting from negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability that cannot be excluded or limited by English law.

10.4 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the MuveLive Site and MuveLive Service. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are

binding on us. Any condition, warranty, representation or other term concerning the supply of the MuveLive Site and MuveLive Service which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

11. **Publicity**

- 11.1 You may advertise your use of the MuveLive Site via your social media accounts using "#Muve" or by referring to Muvelive.com solely for the purpose of advertising your Classes that are delivered via the MuveLive Site. You must make clear that any views and opinions expressed via your social media accounts are solely yours and such views and opinions do not necessarily reflect those of Muve Live Ltd and any contributors to the MuveLive Site.
- 11.2 If in our reasonable opinion, we do not agree with the look, feel, scope or content of any of your advertisements, marketing or social media posts relating to MuveLive (including the MuveLive Site, the MuveLive Service and the Classes), you shall remove and delete such advertisement, marketing or social media post immediately upon request.
- 11.3 In the event that we engage with you for an advertising or media campaign, such campaigns (including but not limited to the use of the Muve branding, name or website) will be approved by us in writing prior to any distribution or disclosure of such campaigns.

12. **Data protection**

- 12.1 For the purposes of this paragraph 12 the following definitions shall apply:

"Business Contact Data" means the business contact information of personnel engaged by either party to this Licence, specifically the name, business telephone number, business email address, business postal address and/or the job title of such personnel;

"Data Protection Laws" the Data Protection Act 2018, the UK GDPR, GDPR, any relevant law implemented as a result of GDPR and ePrivacy Law;

"ePrivacy Law" Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;

"GDPR" Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; and

"UK GDPR" GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United

Kingdom or a part of the United Kingdom from time to time).

- 12.2 The expressions "**personal data**", "**controller**", "**processor**" and "**process**" bear the meaning given to that expression in GDPR.
- 12.3 The parties acknowledge and agree that for the purposes of this Licence:
- (a) each party is a controller for the personal data it processes in connection with this Licence;
 - (b) each party is responsible for its own compliance with its data protection obligations under Data Protection Laws with regard to its processing of personal data; and
 - (c) the only personal data to be transmitted between the parties is Business Contact Data.
- 12.4 If a party (the "**Disclosing Party**") discloses Business Contact Data to the other party (the "**Recipient Party**"), the Disclosing Party shall ensure that such disclosure is lawful.
- 12.5 The Recipient Party shall only process the Disclosing Party's Business Contact Data:
- (a) to the extent necessary to perform its obligations under this Licence or as is otherwise necessary to comply with a legal obligation; and
 - (b) in compliance with Data Protection Laws.
- 12.6 In the event that clause 12.3 becomes or will become inaccurate or incomplete before the expiry or termination of this Licence, the parties agree to negotiate in good faith to vary this Licence as soon as reasonably practicable in order to: (i) reflect the personal data being transmitted between the parties; and (ii) ensure that the transmission and processing of such personal data complies with all applicable requirements under Data Protection Laws.
13. **Third party providers**
- 13.1 The MuveLive Site may from time to time contain links to websites of advertisers, affiliates and websites we feel may be of interest to you or other users of the MuveLive Site. You further acknowledge that the MuveLive Service may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk.
- 13.2 Such links are provided for your convenience only and such third party websites and content are not endorsed or approved by us. 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, and not us.
- 13.3 If you have any queries about any third-party website, you should contact the operator of that website. We recommend that you check the third party's website terms and conditions and privacy notice before using the relevant third-party website.
14. **Term and termination**
- 14.1 This Licence shall begin when you register for an Instructor Account and shall continue unless terminated in accordance with the provisions of this Licence.
- 14.2 Either party may terminate this Licence upon thirty (30) days' written notice to the other party.

- 14.3 Without limiting its other rights or remedies, either party may terminate this Licence with immediate effect by giving written notice to the other party if the other party:
- (a) commits any continuing or material breach of any of the provisions of this Licence and, if the breach is capable of remedy, fails to remedy the same within 30 days of receipt of written notice giving full particulars of the breach and the action required to remedy such breach;
 - (b) repeatedly breaches any of the terms of this Licence in a manner inconsistent with an intention or ability to give effect to the terms of this Licence;
 - (c) makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts when due or otherwise becomes or suffers or is the subject of a distraint, writ of control or warrant of control, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or otherwise (an "**Insolvency Event**"); or
 - (d) the other party ceases or threatens to cease to carry on all or substantially the whole of its business.
- 14.4 Without limiting our other rights or remedies, we may terminate this Licence with immediate effect by giving written notice to you if you fail to pay any amount due under this Licence on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 14.5 Without limiting our other rights or remedies, we may suspend provision of the MuveLive Service under this Licence if:
- (a) we reasonably believe that you are about to become subject to an Insolvency Event;
 - (b) you fail to pay any amount due to us on the due date for payment;
 - (c) we are dealing with a technical problem or making technical changes; or
 - (d) updating the MuveLive Service to reflect changes in relevant laws and regulatory requirements.

15. **Consequences of termination**

- 15.1 Upon expiry or termination of this Licence for any reason:
- (a) you must comply with the terms of Cancellation Policy (INSERT LINK) and refund users who have booked on Classes scheduled after the date of expiry or termination of this Licence as per the terms of the Cancellation Policy (INSERT LINK);
 - (b) all rights granted to you under this Licence shall cease;
 - (c) you must immediately cease all activities authorised by this Licence;
 - (d) except in respect of data, documentation or information that you are required to keep for legal and audit purposes, you must immediately and permanently delete or remove any data (including Personal Data, documentation or information associated with the MuveLive Service and Classes from all computer equipment in your possession, and immediately destroy or return to us (as our option) all copies of any documentation or information associated with the MuveLive Service then in your possession;
 - (e) you shall immediately stop using the MuveLive Service and any associated content;
 - (f) except in respect of data, documentation or information that we are required to keep for legal and audit purposes, we may destroy or otherwise dispose of any of your data

(including Personal Data) in our possession in accordance with paragraph 12, unless we receive, no later than ten days after the effective date of the termination of this Licence, a written request for the delivery to you of the then most recent back-up of your data. We shall use reasonable endeavours to deliver the back-up to you within 30 days of our receipt of such a written request, provided that you have, at that time, paid all fees and charges payable to us. You shall pay our reasonable expenses incurred in returning or disposing of your data.

- (g) the parties' rights and remedies that have accrued as at termination shall be unaffected; and
- (h) paragraphs that expressly or by implication survive termination shall continue in full force and effect including paragraphs 9, 8, 12, 15, 22 and 23.

16. Force majeure

16.1 We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by a Force Majeure Event. A Force Majeure Event is defined below.

16.2 A "**Force Majeure Event**" means any event beyond our reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

16.3 If a Force Majeure Event takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event; and
- (b) we will use our commercially reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

Other Important Terms

17. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Notices

18.1 Any notice or other communication given to a party under or in connection with this Licence shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to support@muvelive.com.

18.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
 - (b) if sent by pre-paid first-class post, at 09:00 on the second business day after posting;
 - (c) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and
 - (d) if sent by email, at 09:00 on the next business day after transmission.
- 18.3 This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.4 A notice given under this Licence is not valid if sent by email.
19. **Severability.** 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.
20. **Entire agreement.** This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this Licence.
21. **Third party rights.** A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence.
22. **Governing law & Jurisdiction.** This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
23. **Jurisdiction.** You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims). Nothing in this paragraph shall limit the our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.