

## BLUE PRISM ONLINE SERVICES TERMS

### 1. What these Online Services Terms cover

- 1.1 Welcome to Blue Prism's online services, which include (but are not limited to) our customer and partner portals, our Digital Exchange, the Blue Prism Community and the Blue Prism University (the "**online services**"). Our "**Digital Exchange**" is a platform that allows users to: (a) share, browse and download code, configurations and documentation or share, access or subscribe to services that extend and support our enterprise RPA platform and digital workforce; and (b) display and review descriptions and screenshots for shared code, configurations, documentation, and services. In these terms, we will refer to (a) and (b) together as "**Assets**". The "**Blue Prism Community**" is a platform that enables users to share knowledge and expertise, discover strategies and best practices in relation to Blue Prism products, and interact with other users to discuss related topics. The online services also allow content (including but not limited to Assets, feedback, ideas, suggestions, or commentary on forums provided by us) to be shared by users of the online services ("**Content**").
- 1.2 These Online Services Terms apply if you register for any of our online services. Please read these Online Services Terms carefully before you use our online services. You are registering as an individual user in the name of your company or other organization, and therefore you are accepting these terms on behalf of yourself and such entity. Our online services are intended for commercial use only and you may not use any portion of the online services for any consumer purposes. The information you provide when you register for the online services must be true and accurate. If you are unable to accept these terms on that basis, you must not access or use the online services.
- 1.3 These Online Services Terms supplement and do not change or override the terms of any licenses or other agreements between you and us, including but not limited to the general terms and conditions for using the Blue Prism website found here <http://www.blueprism.com/terms>. If you download Assets from the Digital Exchange, then you also accept our Payment Terms (if they apply) and the Asset Terms, each defined below. If you make available on the Digital Exchange paid Assets then you will also need to accept our Contributor Terms, which shall apply in addition to these Online Services Terms. Should any other part of our online services require additional terms and conditions, such additional terms and conditions will be provided to you, and must be accepted by you, before you access or use that part of the online services.
- 1.4 You acknowledge that all information to which you gain access (whether on the customer portal, the partner portal, the Digital Exchange, or otherwise) as a result of agreeing to these Online Services Terms is confidential to us, and that you will keep such information confidential and refrain from misusing or divulging it to any third party. If there is a non-disclosure agreement ("**NDA**") in place between us, we acknowledge and agree that the terms of such NDA supersede the preceding sentence. We will process any personal data relating to individuals in accordance with our [Privacy Policy](#).

### 2. About us

- 2.1 We are Blue Prism Limited, and our address is 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP in the United Kingdom. Our company registration number is 4260035.
- 2.2 You can contact us by telephoning our customer service team at +44 (0) 330 321 0055 or by writing to us at [info@blueprism.com](mailto:info@blueprism.com) or the postal address above. You must send legal notices to [legal.notices@blueprism.com](mailto:legal.notices@blueprism.com). We will send our legal notices to the email address you provided when you registered for the online services.
- 2.3 If we have to contact you, we will call or write to you using the contact details you provided to us in your order. Our use of the words "write", "writing" or "written" in these Online Services Terms includes communication by email.

### 3. We give you permission to use the Online Services under certain conditions

- 3.1 You must comply with all laws and regulations that apply to you and the entity you represent, including those relating to the use of Assets or information you upload to, or obtain from, our online services.
- 3.2 You must keep your login details for the online services secure and confidential. You will be responsible for all activities on the online services using your login details. If you believe someone else may know your login details, you must notify us immediately.
- 3.3 You promise that, for as long as you use the online services:

- 3.3.1 you, and the entity you represent, are not engaged in: (a) activities prohibited by export control regulation (including but not limited to the U.S. International Traffic in Arms Regulations); (b) the development of nuclear facilities; (c) conventional, chemical, biological, or nuclear weapons; (d) rocket, missile or unmanned aircraft systems; (e) terrorist activities; or (f) the provision of safety critical systems ("**Prohibited Activities**");
- 3.3.2 you, and the entity you represent, will not use, transfer, or permit the transfer of, any Asset or information obtained via the online services for or to any person or entity engaged in Prohibited Activities, including the design or development of defense articles or the provision of defense services;
- 3.3.3 neither you, nor the entity you represent, are a resident of or organized under the laws of Afghanistan, Crimea Region, Cuba, Iran, North Korea, Syria, or Venezuela (the "**Embargoed Territories**"). Neither you, nor the entity you represent, will transfer or permit the transfer of the Assets or information obtained via the online services to the Embargoed Territories or to any location prohibited by U.S., English, or other applicable law;
- 3.3.4 neither you, nor the entity you represent are, or are owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury; and
- 3.3.5 neither you, nor the entity you represent, will transfer or permit the transfer of any Asset or information obtained via the online services, to any person who is, or who is owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury.

3.4 If you break any of your promises in this paragraph 3, you will protect us from the consequences. That means you will defend us against a claim that someone else may bring against us and reimburse us for any costs or damages that we incur.

3.5 So that we can provide the online services to you, you agree to: (i) co-operate reasonably and in good faith with us; and (ii) to provide us with all relevant information that we request from you.

3.6 The online services remain the property of Blue Prism, and the Content (including the Assets) remains the property of the entity that shared such Content. No intellectual property rights are assigned under these Online Services Terms.

#### **4. Downloading from the Digital Exchange and your license to use Assets**

4.1 You have our permission to use the Digital Exchange to browse through the Assets provided by other people (each, a "**Contributor**"). If you download an Asset, we may tell the Contributor you have downloaded it.

4.2 You may download paid or free Assets using the online services on the terms set by the Contributor of those Assets, which are specified on the product page for the Asset (the "**Asset Terms**"). The license to an Asset is not granted by us under these Online Services Terms, but by the Contributor under the Asset Terms. Unless the Asset page states explicitly that we created an Asset, the license will not be granted by us. If you pay for use of an Asset through the Digital Exchange, additional terms will apply and will be provided to you before you complete your purchase (our "**Payment Terms**"). By downloading an Asset, you agree to be bound by the Asset Terms.

4.3 Unless we state that we are the Contributor of an Asset explicitly, we are not responsible for it nor for any corresponding descriptions or screenshots that may appear in connection with it on the Digital Exchange. We are not making any promises about the Digital Exchange or the Assets, even if we created, reviewed or certified them. We are not responsible for supporting any Assets without a specific 'Blue Prism-supported' designation.

4.4 Descriptions and screenshots are indicative only of an Asset's existing or future functionality or performance, and you should not rely on them. Except as provided in the Payment Terms (if they apply), you bear all risks associated with your use of an Asset. If you have any questions or complaints about the Asset, please contact the Contributor of the Asset using the contact details set out on the Asset page.

#### **5. Sharing your Assets on the Digital Exchange**

5.1 If you submit an Asset for sharing on the Digital Exchange you will be a Contributor, and you agree that other users of our Digital Exchange ("**DX Users**") may browse, download or use them. Your Assets will be

subject to our review, approval, or certification and you agree that, in our sole discretion, we may make those Assets available to DX Users on your behalf on the Asset Terms you select.

- 5.2 Subject to paragraph 5.4, you are responsible for specifying or providing appropriate Asset Terms (including any necessary privacy notice) that you wish to apply to the use of the Asset. You must be entitled to license your Asset to us on these Online Services Terms and to DX Users on the Asset Terms you select. You promise that our hosting and sharing your Asset on the Digital Exchange, and DX Users' use of such Asset (under the Asset Terms), will not infringe any intellectual property rights or other rights (for example, copyright, trademarks, patents, trade secrets, or confidentiality). You shall ensure that your Asset does not make available (to you or anyone else) data or confidential information belonging to or about any person unless: (i) that is an obvious and clearly documented function of your Asset; and (ii) the Asset Terms are fully compliant with applicable law (including but not limited to privacy law). You shall ensure your Asset does not contain any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. You shall provide your contact details to us upon submission of your Asset, which we will publish with your chosen Asset Terms, so that a DX User can contact you directly in the event of any issue with an Asset.
- 5.3 To upload your Asset to the Digital Exchange, we will ask you to complete a questionnaire about each Asset. You certify that the information you provide is complete and accurate, and will remain so for as long as you make your Asset available on the Digital Exchange. If your answers to the questionnaire cease to be accurate or change, you must immediately tell us or remove your Asset from the Digital Exchange.
- 5.4 If your Asset is available free of charge, we will ask you to choose which license to apply to your Asset for download from the Digital Exchange. For software, you may choose either (a) the GNU General Public License (GPL) version 2 or any later version, or (b) the MIT License. For documentation, descriptions, and screenshots (and the like), you may use the Creative Commons Attribution-ShareAlike (CC-BY-SA) 3.0 License. If you are not entitled to license your Assets or documentation under these licenses, you shall notify us of the licenses under which you are entitled for our review and consideration.
- 5.5 You indemnify and shall defend (upon our request) and hold us (and our affiliates, and our and their respective officers, directors, employees and agents) harmless from and against any loss, damage, or expense (including legal costs) suffered or incurred by any of them in connection with or arising out of any claim, investigation, or proceeding brought by a third party in connection with your Asset, including but not limited to a breach of paragraphs 5.2 or 5.3 above or that you have failed to comply with your obligations under the Asset Terms or these Online Services Terms. This includes (without limitation) those brought by government agencies, law enforcement, and regulators. You shall provide all cooperation we may request in relation to responding to any such claim, investigation, or proceeding.
- 5.6 As a Contributor, you must abide by the Asset Terms. For example, if you decide to make your Asset available under the GNU GPL, you must provide us with complete source code for that Asset so that we can offer it to DX Users when we make your Asset available. If you do not want to disclose the complete source code, then you must not choose the GNU GPL.
- 5.7 All Assets are intended for commercial enterprise use only, and you shall not market or make available your Assets for consumer use. You shall notify us promptly if you become aware of a DX User who has downloaded, accessed, or is otherwise using your Asset as an individual consumer, rather than on behalf of the entity such DX User represents.
- 5.8 You agree not to hold us responsible if anyone misuses your Assets or breaches the Asset Terms. You grant the license directly to the DX User and, if you want to enforce your rights under the Asset Terms, you must bring a claim against the DX User and not against us.
- 5.9 We will refer to you any complaints we receive in respect of your Assets, and you shall promptly acknowledge all complaints. You shall respond to the relevant user within 48 hours of receipt of a complaint (whether the complaint has come directly from the user or via us). Except for complaints we have relayed to you, you shall inform us immediately in the event of any complaint or potential or actual dispute between you and a user.
- 5.10 You shall make all efforts to reach a resolution to any complaint within 14 days from receipt and shall keep us informed of progress and the status of the complaint or any potential or actual dispute. You release us (and our affiliates, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

## **6. Discretionary off-service licensing**

- 6.1 If you do not wish to license your Asset through the Digital Exchange, solely at our discretion we may instead allow you to display a hyperlink to your Asset, whereby the download for that Asset is hosted outside the Digital Exchange.
- 6.2 You may choose to dual license your Asset, sharing them on the Digital Exchange under the Asset Terms, whilst also making it available for download outside the Digital Exchange under different licenseterms.
- 6.3 You must be clear and transparent about any charges you impose on anyone downloading or using any Asset you host outside the Digital Exchange, or for providing any support or complementary services.
- 6.4 You may charge for downloading your Asset from a location outside the Digital Exchange. You may charge for providing support for a downloaded Asset or other complementary services under a separate contract between you and the user.

## **7. Sharing Content**

- 7.1 We have no obligation to monitor or moderate Content. However, we reserve the right to review Content and monitor all use of the online services, and we may remove any Content at our sole discretion without informing you first.
- 7.2 Other than the details submitted to create your user account or download Assets, we do not want to receive confidential information from you via or in connection with the online services. Anything that you provide in connection with sharing Content shall not be considered confidential information and shall be treated by us on a non-confidential and unrestricted basis.
- 7.3 By sharing Content, other than your Assets, you grant us a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute that Content for any purpose and in any form, medium, or technology now known or later developed. For Content, other than your Assets, this includes, without limitation, the right to incorporate or implement that Content into any of our products or services, and to display, market, sublicense and distribute that Content as incorporated or embedded in any product or service we distribute or offer without compensation to you.
- 7.4 You agree that you will only share Content that you have the right to share and to grant to us all of the rights set out at paragraph 7.3. You confirm that our exercise of the rights granted pursuant to paragraph 7.3 will not infringe or otherwise breach any third party rights; and that all moral rights in that Content have been waived to the fullest extent allowed by law
- 7.5 You are entirely responsible for your Content, and agree not to include in your Content anything that: (i) is false or misleading; (ii) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (iii) invades another's privacy or includes another's confidential, sensitive or personal information; (iv) promotes bigotry, racism, hatred or harm against any group or individual or has the likely effect of causing offence or harm; (v) is offensive, obscene or not in good taste (including but not limited to Content that is pornographic or depict acts of violence or sexual acts); (vi) breaches or infringes or promotes the breach or infringement of another's rights, including intellectual property rights; (vii) breaches or promotes the breach of any applicable laws or regulations (including export controls) or applicable codes of conduct.
- 7.6 You indemnify and shall defend (upon our request) and hold us (and our affiliates, and our and their respective officers, directors, employees and agents) harmless from and against any loss, damage, or expense (including legal costs) suffered or incurred by any of them in connection with or arising out of any claim, investigation, or proceeding brought by a third party in connection with your breach of paragraphs 7.4 or 7.5 above. This includes (without limitation) those brought by government agencies, law enforcement, and regulators. You shall provide all co-operation we may request in relation to responding to any such claim, investigation, or proceeding.
- 7.7 You must not use any of our trademarks or branding, including in the naming of your Asset, without our express written permission. Any use you do make of our trademarks or branding must comply with our branding guidelines. You must not reuse any trademarks or branding that are owned by other users of the online services without obtaining express permission from the relevant owners.
- 7.8 You shall not include in any Content (other than Assets) any executable code, or code capable of compilation. Other than the provision of Assets, you must not include in any Content any solicitation of

funds, any goods or services, or promote or advertise any goods or services.

- 7.9 We will identify you when you contribute Content and give your contact details. If at any time you change your mind about being identified on any of the online services, please email [dx@blueprism.com](mailto:dx@blueprism.com) and we will remove your details and Content from the relevant online services, although we will still identify you if we believe we are required to do so by law.

## 8. Use of Forums

- 8.1 Forums, including the Blue Prism Community, are provided as a convenience to users of our online services and, whilst we reserve the right to do so, we are not obliged to provide any technical support for, or participate in or moderate, forums. While forums may include information regarding our products and services, including information from our employees, they are not an official customer support channel. You may use any forums we provide only for your personal, non-commercial purposes. Any offers or requests for services that may appear in the online services have not been evaluated or endorsed by us and, if you engage with anyone with respect to any services offered via the online services, you do so at your own risk. You may not redistribute any Content provided on or through forums. You may not collect personal data about other users except where we expressly authorize it. Forums may also be subject to additional guidelines or other terms governing your participation, as may be published from time to time.

## 9. Process Discovery And Assessment Tools

- 9.1 The tools we provide for process discovery and/or assessment (the “**Process Tools**”) are designed to be used by a process analyst or equivalent at a conversational level with an expert who understands the process. If you use the Process Tools you acknowledge that the output from the assessment is intended to inform your decisions and should not be read as an instruction to take action. We do not make any warranties or guarantees in respect of the accuracy of the output from the assessment, nor take responsibility for any decisions you may take as a result of the output from the assessment.
- 9.2 To access the Process Tools, you will need to create a user account. Your user account information will consist of your name and the email address, company information and job title that you provide to us. This personal information will be used to facilitate use of the Process Tools and to enhance your user experience, in accordance with the purposes of processing set out in our [Privacy Policy](#). If there are multiple users with the same email domain name, or we are asked to group different email domains of related entities or bodies, this will create a Process Discovery group, and the administrator and other members of the group will be able to view your username and role in order to manage the group and co-ordinate tasks.
- 9.3 In addition to direct feedback you provide, we may use the data you input into the Process Tools to (a) improve the accuracy, quality and/or advance the features; (b) inform product development; and (c) improve the service we offer. No data entered into the Process Tools that identifies you or your login details will be made available publicly by us. By entering any data into the Process Tools, you agree to our use of such data as described here and you irrevocably waive any intellectual property rights in any development of the Process Tools or other product development that we may make based on your feedback or your use of it and you grant us an irrevocable, royalty-free, worldwide license to the same.

## 10. Web API Generator

- 10.1 The tools we provide for web API generation (the “**Web API Generator**”) are designed to be used by individuals with an understanding of Blue Prism Object Studio and Web APIs as a Blue Prism release file. If you use the Web API Generator you acknowledge that you are responsible for any testing and quality control of the output generated by it. Any use of the output generated by the Web API Generator is at your own risk. We do not make any warranties or guarantees in respect of the output which is generated “as is” and “as available” without any warranty or indemnity of any kind.
- 10.2 When you use the Web API Generator you must ensure that your use will not infringe any intellectual property rights or other rights (for example, copyright, trademarks, patents, trade secrets, or confidentiality) this includes but is not limited to ensuring that you have the right to use any materials including any API documentation that you use to generate the Web API and that you have the right to use any API which is invoked by the Web API generated as a Blue Prism release file.
- 10.3 You indemnify and shall defend (upon our request) and hold us (and our affiliates, and our and their respective officers, directors, employees and agents) harmless from and against any loss, damage, or expense (including legal costs) suffered or incurred by any of them in connection with or arising out of any claim, investigation, or proceeding brought by a third party in connection with your use of the Web API Generator, including but not limited to a breach of paragraph 10.2 above. You shall provide all cooperation we may request in relation to responding to any such claim, investigation, or proceeding.

## 11. Private Assets and Digital Exchange Groups

- 11.1 We offer a selective visibility service for your proprietary Assets that we call the “**Private Assets**” service for an annual prepaid fee. With Private Assets, you may make your proprietary Assets selectively visible only to DX Users with a specified email domain. Accordingly, those Assets are available for download only by DX Users associated with such domain. If your account is associated with the specified domain, your ability to view or download Assets may differ from what is generally available on the Digital Exchange.
- 11.2 If you are interested in the Private Assets service, please contact us at [dx@blueprism.com](mailto:dx@blueprism.com) to subscribe.
- 11.3 If there are multiple users with the same email domain name, or we are asked to group different email domains of related entities or bodies, this will create a Digital Exchange group, and the administrator will be able to view your username, role and use of the Digital Exchange including the Assets you have downloaded in order to manage the group.

## 12. Fees

- 12.1 No fees will be payable by you for sharing your Assets. We may charge for other online services (e.g., Enterprise DX) but we will tell you about any charges before you commit to receiving an online service from us.
- 12.2 Save for paid Assets on the Digital Exchange which are governed by our Payment Terms and the Contributor Terms, no fees will be payable by us or users of the online services for sharing, downloading or using the Content you submit via the online services.

## 13. Ending the online services

- 13.1 We may end your access to the online services at any time and will tell you if we do so. When we end your access, we will delete your account.
- 13.2 You may end your use of the online services by deleting your account and we reserve the right to remove your Assets from the Digital Exchange. However, your other Content, other than your Assets, may remain visible to users of the online services.
- 13.3 Deletion of your account will not affect any licenses you have already granted to DX Users for your Assets, nor any licenses granted to you for your use of any Assets.

## 14. Changing these terms

- 14.1 We may change these Online Services Terms from time to time. Any changes will take effect 15 days after they are posted and will apply to your use of the online services from then on, but will not have retrospective effect. You should check regularly for changes to these terms.

## 15. Our liability

- 15.1 The online services are provided on an “as is” and “as available” basis and are available to you at your sole risk. In particular, we do not warrant that the online services will meet your specific requirements or will be uninterrupted, timely, secure, or error-free; that any information relating to, or results that may be obtained from, the use of the online services will be accurate, complete, or reliable; or that any errors in the online services will be corrected.
- 15.2 We give no warranties (and make no representations), whether express or implied, statutory or otherwise, including those relating to satisfactory quality or fitness of the online services for a particular purpose. All such warranties and representations are hereby expressly excluded from these Online Services Terms to the extent permitted by applicable law.
- 15.3 We do not limit our liability where the law prevents us from doing so (for example, if we act fraudulently). Except as provided under the Payment Terms (if they apply) or the Asset Terms when we are the Contributor, and subject to the foregoing sentence, our liability in relation to your use of the online services will not exceed £50. We will not be responsible for any harm done to your profits, data or goodwill or if you waste your resources in connection with your use of the online services.

## 16. Data privacy.

- 16.1 In these Online Services Terms, “**controller**”, “**data subject**”, “**personal data**” and “**processing**” (and “**process**”) shall have the meanings given in the GDPR. “**Applicable Data Protection Law**” means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation (EU Regulation 2016/679) (the “**GDPR**”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) all applicable national data protection laws made under or pursuant to (i) or (ii), in each case as may be amended or superseded from time to time.
- 16.2 We will disclose personal data processed in connection with the online services in accordance with our

[Privacy Policy](#). We are a controller of the personal data we disclose, and if you are a recipient of such personal data, you will process the personal data as a separate and independent controller. In no event will we process the personal data as joint controllers.

- 16.3 If you receive personal data from us (or someone acting on our behalf), you and we shall be individually and separately responsible for complying with the obligations that apply to each of us as a controller under Applicable Data Protection Law. In particular:
- 16.3.1 we shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the personal data; and
  - 16.3.2 you shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of your processing of the personal data you receive, including without limitation complying with all necessary transparency and lawfulness requirements as a separate controller, ensuring you are authorized to receive the personal data (e.g. if the personal data relates to individuals from separate but related entities or bodies) and obtaining any necessary consents before using personal data for marketing purposes.
- 16.4 You shall implement appropriate technical and organizational measures to protect personal data you receive from us from and against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, it (a "**Security Incident**"). If you become aware of a Security Incident that is related to any personal data you receive from us, you will notify the us without undue delay by email to [privacy@blueprism.com](mailto:privacy@blueprism.com) and provide reasonable information in relation to the Security Incident.
- 16.5 If either of us receives any correspondence, enquiry, or complaint from a data subject, regulator or other third party ("**Correspondence**") related to the disclosure of personal data by us to you, including the processing of personal data in connection with the Assets, it shall promptly inform the other party giving full details of the same. You and we shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.
- 16.6 Where you receive personal data from us and you are located outside of the UK or EEA, the European Commission approved controller to controller standard contractual clauses 2004/915/EC (as amended, replaced or superseded from time to time) ("**SCCs**") shall apply to the personal data you receive from us unless the transfer is made under a European Commission adequacy decision (including any applicable Privacy Shield certification). For the purposes of the SCCs we are the "data exporter" and you are the "data importer", you will process the personal data in accordance with the data processing principles set forth in Annex A of the SCCs, the data subjects are users of the online services and/or Assets, the purposes of the transfers are to grow robotic process automation and digital workforce adoption and/or as otherwise agreed in writing. Where the SCCs apply, by accepting these terms, you are entering into and are deemed to be signing the SCCs and its applicable appendices.

## **17. Transfer of rights**

- 17.1 We may transfer our rights under these Online Services Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Online Services Terms. You may only transfer your rights under these Online Services Terms to another person or entity if we agree to this in writing.

## **18. Third parties**

- 18.1 These Online Services Terms apply between (i) us and (ii) you and the entity you represent. No other person has any rights under them.

## **19. Severance**

- 19.1 Each of the provisions of these Online Services 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. No waiver**

- 20.1 Even if we delay in enforcing our rights, we can still enforce them later. If we do not insist immediately that you do something you are required to do under these Online Services Terms, or if we delay in taking steps against you in respect of your breaking them, that will not mean that you do not have to do those things—it will not prevent us taking steps against you at a later date.

## **21. Governing law and jurisdiction**

- 21.1 If you are accessing the online services from outside the USA or Canada, English law governs these Online Services Terms and you and we shall bring legal proceedings in respect of them in the English courts.
- 21.2 If you are accessing the online services from inside the USA or Canada, New York law governs these Online

Services Terms and you and we shall bring legal proceedings in respect of them in the courts located in the State of New York.