



# PLEXHUB Terms & Conditions

*Version 1.4*

*This document sets out the Terms & Conditions (“Conditions”) of business for use of the Quoting and Historical Data Services, accessed via the PLEXHUB Platform. Permission to access these Services is granted solely by the Broker Licensee.*

## 1 INTERPRETATION

1.1 In these Conditions, the following emboldened terms shall have the meanings ascribed below:

- **Effective Date:** The date of first use of the Services.
- **PLEXHUB:** a limited company registered in England & Wales under registration number 09686158. Its registered office is at Kemp House, 160 City Road, London, EC1V 2NX, UK.
- **PLEXHUB Platform:** An online platform, accessible via the domain name “plexhub.com”, owned and operated by PLEXHUB.
- **Broker Licensee:** Cavendish Markets B.V., a company registered in The Netherlands under registration number 73394912. Its registered office is at Herengracht 420, 1017BZ Amsterdam, Netherlands.

### *Types of Firms*

- **Trading Firm:** A corporate entity that has been identified by the Broker Licensee as having a commercial interest in buying and/or selling one or more of the products within the Supported Product Suite.
- **Broking Firm:** The Broker Licensee.
- **TSO Firm:** A corporate entity that has been identified by the Broker Licensee as having an interest in the Services but does not have the mandate to buy or sell any products within the Supported Product Suite.

### *Types of Roles*

- **Risk-Taking Role:** A role attributed to an employee, agent or independent contractor of a Trading Firm where they may buy and/or sell one or more of the products within the Supported Product Suite on behalf of the Trading Firm.
- **Broking Role:** A role attributed to an employee, agent or independent contractor of a Broking Firm where they may represent, in a broking capacity, persons in a Risk-Taking Role, to facilitate trading of one or more of the products within the Supported Product Suite.



- **Read-Only Role:** A role attributed to an employee, agent or independent contractor of a Trading Firm, Broker Firm or TSO Firm that is not a Risk-Taking Role or Broker Role.

#### *Types of Accounts*

- **Trader Account:** An account on the PLEXHUB Platform attributed to a person in a Risk-Taking Role.
- **Broker Account:** An account on the PLEXHUB Platform attributed to a person in a Broking Role.
- **Read-Only Account:** An account on the PLEXHUB Platform attributed to a person in a Read-Only Role.
- **Authorised Account:** Either an active Trader Account, active Broker account or active Read-Only Account.

#### *Types of Users*

- **Trader User:** A person with an active Trader Account.
- **Broker User:** A person with an active Broker Account.
- **Read-Only User:** A person with an active Read-Only Account.
- **Authorised User:** Either a Trader User, Broker User or Read-Only User.
- **Group Admin:** An Authorised User that can change the Account Permissions or terminate other Authorised Accounts associated with their Authorised Firm.

#### *Types of Messages*

- **IOI:** A message associated with a Broker User stating that one of the Broker User's clients is indicating an interest in buying or selling a specific product. The message includes:
  - information specifying the product;
  - time and date information; and
  - whether there is buy or sell interest.
- **Quote:** A message associated with one Trader User and one Broker User stating that the Trader User wishes to buy or sell a specific product. The message includes:
  - information specifying the product;
  - time and date information;
  - whether there is buy or sell interest; and
  - price and quantity information.



- **Trade:** A message associated with two Trader Users at different Trading Firms and one Broker User stating that the Broker User has arranged for the two Trader Users to trade a specific product. The message includes:
  - information specifying the product;
  - time and date information;
  - whether there is buy or sell interest; and
  - price and quantity information.
- **Message:** Either an IOI, Quote or Trade.
- **Action:** An interaction by an Authorised User on the PLEXHUB Platform that results in a Message being created, altered or deleted.

#### *The Service*

- **Services Documentation:** the document that sets out a description of the Services. The document can be found at: <https://plexhub.com/service/>.
- **User Documentation:** the document made available to the Authorised Users by PLEXHUB, providing instructions how to use the Services. The document can be found at: [https://plexhub.com/user\\_manual/](https://plexhub.com/user_manual/).
- **Documentation:** The Services Documentation and the User Documentation.
- **Supported Product Suite:** The set of products for which Messages can be published on the PLEXHUB Platform. This is limited to a range of physically-delivered, European wholesale Natural Gas and Power derivative contracts and Natural Gas transmission capacity products.
- **Quoting Service:** A service offered on the PLEXHUB Platform that allows Authorised Users, within the permissions associated with their Account, to publish and view Messages, defined in the Documentation.
- **Historical Data Service:** A service offered on the PLEXHUB Platform that provides Authorised Users access to a subset of the data formed from all of the Actions that have been undertaken on the PLEXHUB Platform, defined in the Documentation.
- **Services:** The Quoting Service and the Historical Data Service.

#### *Other Definitions*

- **Account Permissions:** The set of privileges attributed to an Authorised Account that determine what Messages the Authorised User can view and what Actions the Authorised User can take.
- **Authorised Firm:** The Trading Firm, Broking Firm or TSO Firm for whom the Authorised User is associated as an employee, agent or independent contractor.



- **Business Day:** A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- **Commencement Date:** The date specified by the Broker Licensee when the Sponsored Term starts.
- **Conditions:** These terms and conditions as amended from time to time at: [https://plexhub.com/terms\\_and\\_conditions](https://plexhub.com/terms_and_conditions).
- **Confidential Information:** Any and all information that one party (“**Receiving Party**”) receives or acquires from the other party (“**Disclosing Party**”) relating to the Disclosing Party, its group entities or its customers, whether disclosed or made available in writing, electronically, orally, visually or otherwise, including but not limited to information relating to the business, affairs, customers, clients, plans, technology or trading strategies of the Disclosing Party. Confidential Information shall exclude information that:
  - is or becomes publicly available other than as a result of a breach of these Conditions by the Receiving Party;
  - is lawfully received from a third party which is, to the reasonable knowledge and belief of the Receiving Party, not under any obligation of confidentiality for the benefit of the Disclosing Party;
  - was either in the possession of or known to the Receiving Party at the time of disclosure without any limitation on use or disclosure for the benefit of the Receiving Party; or
  - is independently developed by the Receiving Party without the use, reference to or benefit of the Disclosing Party’s Confidential Information.
- **Data:** The data input by either PLEXHUB or any Authorised User for the purpose of using the Services or facilitating use of the Services.
- **Normal Business Hours:** 8.00 am to 6.00 pm local UK time, each Business Day.
- **Privacy Policy:** PLEXHUB's privacy policy. The policy may be amended from time to time and is described in the document found at: [https://plexhub.com/privacy\\_policy/pdf/](https://plexhub.com/privacy_policy/pdf/).
- **Software:** The software underpinning the Services.
- **Sponsored Term:** Any period during which the Broker Licensee instructs PLEXHUB to provide the Authorised User an Authorised Account.
- **Support Services Policy:** PLEXHUB's policy for providing Authorised Users support using the Services. The Support Service Policy may be amended from time to time and the current version can be found at: [https://plexhub.com/support\\_policy/pdf/](https://plexhub.com/support_policy/pdf/).
- **Supported Web Browser:** The current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari.



- **Virus:** Anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to writing or written includes email.

## 2 PLEXHUB'S OBLIGATIONS

2.1 PLEXHUB shall, during the Sponsored Term, provide the Services and make available the Documentation to the Authorised User accessible from their Authorised Account subject to the Account Permissions specified by the Broker Licensee on and subject to the terms of these Conditions.

2.2 PLEXHUB shall not provide any person an Authorised Account outside of a Sponsored Term.

2.3 PLEXHUB shall provide the Services and make available the Documentation to the Authorised User by means of a Supported Web Browser (save that PLEXHUB offers no guarantees as to functionality of such Supported Web Browser) and subject to the terms of these Conditions.

2.4 PLEXHUB shall use commercially reasonable endeavours to make the Services available during Normal Business Hours.

2.5 PLEXHUB will, as part of the Services and at no additional cost to the Authorised User, provide the Authorised User with PLEXHUB's standard customer support services during Normal Business Hours in accordance with PLEXHUB's Support Services Policy in effect at the time that the Services are provided. PLEXHUB may amend the Support Services Policy in its sole and absolute discretion from time to time. The Authorised User may purchase enhanced support services separately at PLEXHUB's then current rates.

2.6 PLEXHUB undertakes that the relevant Services will be performed substantially in accordance with the relevant Documentation and with reasonable skill and care.

2.7 The undertaking at clause 2.6 shall not apply to the extent of any non-conformance, which is caused by use of the Services contrary to PLEXHUB's instructions, or modification or alteration of the Services by any party other than PLEXHUB or PLEXHUB's duly authorised contractors or agents. If



the Services do not conform with the foregoing undertaking, PLEXHUB will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Authorised User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Authorised User 's sole and exclusive remedy for any breach of the undertaking set out in clause 2.6.

2.8 Notwithstanding the foregoing, PLEXHUB:

2.8.1 does not warrant that the Authorised User 's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Authorised User through the Services will meet the Authorised User 's requirements; and

2.8.2 is 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 the Authorised User acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

2.9 These Conditions shall not prevent PLEXHUB from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Conditions.

2.10 PLEXHUB warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Conditions.

### **3 USER RIGHTS**

3.1 Subject to the Authorised User complying with these Conditions, PLEXHUB hereby grants to the Authorised Users a non-exclusive and non-transferable right to use the Services and Documentation, during the Sponsored Term while they have an Authorised Account.

3.2 An Authorised Account may only be used by the intended Authorised User.

3.3 The rights provided under this clause are granted to the Authorised User only and are only granted to the Authorised User while they are acting on behalf of the Authorised Firm.

### **4 USER OBLIGATIONS**

4.1 The Authorised user shall provide PLEXHUB with:

4.1.1 all necessary co-operation in relation to these Conditions; and

4.1.2 all necessary access to such information as may be required by PLEXHUB in order to provide the Services, including but not limited to Data, security access information and configuration services.

4.2 The Authorised User shall:

4.2.1 comply with all applicable laws and regulations with respect to its activities under these Conditions;



- 4.2.2 carry out all their responsibilities set out in these Conditions in a timely and efficient manner. In the event of any delays in the Authorised User's provision of such assistance as agreed by the parties, PLEXHUB may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 4.2.3 only use the relevant Services and Documentation in accordance with these Conditions and shall be responsible for any breach of these Conditions;
  - 4.2.4 obtain and maintain all necessary licences, consents, and permissions necessary for PLEXHUB, its contractors and agents to perform their obligations under these Conditions, including without limitation the Services;
  - 4.2.5 inform PLEXHUB in a timely and efficient manner if their employment at the Authorised Firm ceases or their role at their Authorised Firm changes such that it is no longer appropriate for the Authorised User to have an Authorised Account with their Account Permissions;
  - 4.2.6 ensure that its network and systems comply with the relevant specifications provided by PLEXHUB from time to time; and
  - 4.2.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to PLEXHUB's servers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Authorised User's network connections or telecommunications links or caused by the internet.
- 4.3 Each Authorised User undertakes that:
- 4.3.1 they shall keep a secure password to access their Authorised Account and that such password shall be changed no less frequently than biannually and that each Authorised User shall keep their password confidential; and
  - 4.3.2 that immediately upon request by PLEXHUB at any time, the Authorised User shall change their password and also comply with any request by PLEXHUB to change any complexity criteria in relation to their password.
- 4.4 The Authorised User shall not access, store, distribute or transmit any Viruses, or any material during the course their use of the Services that:
- 4.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
  - 4.4.2 facilitates illegal activity; or
  - 4.4.3 depicts sexually explicit images; or
  - 4.4.4 promotes unlawful violence; or
  - 4.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 4.4.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.



- 4.5 PLEXHUB reserves the right, without liability or prejudice to its other rights to the Authorised User or Broker Licensee, to terminate with immediate effect, any Authorised Account found to breach the provisions of clause 4.4.
- 4.6 Authorised Users shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under these Conditions:
  - 4.6.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Data and/or relevant Documentation (as applicable) in any form or media or by any means; or
  - 4.6.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 4.6.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 4.6.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to and/or provide any services to any third party except the relevant Authorised Users, or
  - 4.6.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under these Conditions; or
  - 4.6.6 reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, sell, lease, loan, distribute, create derivative works based on or otherwise modify, in any manner, all or any part of the Services, Data or Documentation.
- 4.7 The Authorised User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify PLEXHUB.
- 4.8 Each Group Admins further undertakes to update as appropriate the Account Permissions or terminate in a timely and efficient manner any Authorised Account attributed their Authorised Firm should the situation of the Authorised Account holder change.

## **5 CONFIDENTIALITY**

- 5.1 The Authorised User and PLEXHUB (both of which may act as Disclosing Party or Receiving Party) may receive or be given access to Confidential Information from the other party.
- 5.2 The Receiving Party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the Confidential Information available to any third party, or use the Disclosing Party's Confidential Information for any purpose other than in connection with these Conditions.





- 5.3 Either party when acting as a Receiving Party may disclose the Confidential Information to those of its representatives who have a need to know such information and shall take all reasonable precautions to ensure that its representatives comply with the provisions of these Conditions. Any action by any representative will be treated as the action of the Receiving Party for the purposes of these Conditions.
- 5.4 The Authorised User shall take all reasonable steps to ensure that PLEXHUB's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Conditions.
- 5.5 The Authorised User acknowledges that details of the Services, and the results of any performance tests of the Services, constitute PLEXHUB's Confidential Information.
- 5.6 The Authorised User shall not make, or permit any person to make, any public announcement concerning these Conditions without the prior written consent of PLEXHUB, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **6 DATA**

- 6.1 PLEXHUB shall own all right, title and interest in and to all of the Data.
- 6.2 PLEXHUB shall not provide storage, back up and/or archiving facilities or services for the Data. PLEXHUB shall not be liable or responsible for retrieving any Data.
- 6.3 If PLEXHUB processes any personal data on the Authorised User's behalf when performing its obligations under these Conditions, the parties record their intention that the Authorised User shall be the data controller and PLEXHUB shall be a data processor and in any such case:
  - 6.3.1 the Authorised User acknowledges and agrees that the personal data may be transferred or stored outside the UK, EEA or the country where the Authorised User is located in order to carry out the Services and PLEXHUB's other obligations under these Conditions;
  - 6.3.2 the Authorised User shall ensure that the Authorised User is entitled to transfer the relevant personal data to PLEXHUB so that PLEXHUB may lawfully use, process and transfer the personal data in accordance with these Conditions on the Authorised User's behalf;
  - 6.3.3 the Authorised User shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - 6.3.4 PLEXHUB shall process the personal data only in accordance with these Conditions and in compliance with the Privacy Policy and any lawful instructions reasonably given by the Authorised User from time to time; and
  - 6.3.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.



- 6.4 PLEXHUB's website or internet service provider uses cookies to track an Authorised User's session and retrieve an Authorised User's details for each visit. Cookies are used in some areas of the site to enable and/or improve the functionality of that area. The use of cookies by PLEXHUB is in accordance with Privacy Policy. By using the Services or agreeing to these Conditions, the Authorised User consents to the use of cookies in accordance with these terms

## **7 DISCLAIMERS**

- 7.1 Any Trader User acknowledges that the Services may enable or assist them to correspond with, and purchase products and services from, third parties including brokers, and that they do so solely at their own risk. PLEXHUB makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content (including but not limited to the veracity of any quoted prices or terms of any trades reported or any data derived from historical content), or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Trader User, with any such third party. Any contract entered into and any transaction completed is between the Trader User and the relevant third party, and not PLEXHUB. PLEXHUB does not endorse or approve any third-party broker nor the content of any of the third-party broker website if made available via the Services.
- 7.2 Any Broker User acknowledges that the Services may enable or assist them to correspond with, and supply products and services to, third parties including traders and that they do so solely at their own risk. PLEXHUB makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content (including but not limited to the veracity of any quoted prices or terms of any trades reported or any data derived from historical content) or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Broker User, with any such third party. Any contract entered into and any transaction completed is between the Broker User and the relevant third party, and not PLEXHUB. PLEXHUB does not endorse or approve any third-party trader nor the content of any of the third-party trader website if made available via the Services.

## **8 PROPRIETARY RIGHTS**

- 8.1 The Authorised User acknowledges and agrees that PLEXHUB and/or its licensors own all intellectual property rights in the Services, the Data, and the Documentation. Except as expressly stated herein, these Conditions do not grant the Authorised User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

## **9 INDEMNITY**

- 9.1 The Authorised User shall defend, indemnify and hold harmless PLEXHUB against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the Authorised User's use of the Services and/or Documentation in breach of these Conditions or applicable law, save that such indemnity shall be limited to the extent that any such losses result from the negligence or fraud of PLEXHUB.



## **10 INFRINGEMENT & INDEMNITY BY PLEXHUB**

- 10.1 Subject to the limitation of liability set out at clause 11 below, PLEXHUB shall defend, indemnify and hold harmless the Authorised User against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the infringement by the Services and/or Documentation of any third party's intellectual property rights, save that such indemnity shall be limited to the extent that any such losses result from the breach of these Conditions, negligence or fraud of Authorised User and shall only apply provided that the Authorised User permits PLEXHUB conduct of any such claim, including the right to settle or defend any such claim in its reasonable discretion.
- 10.2 In the event of any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality PLEXHUB may procure the right for the Authorised User to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Authorised Account and these Conditions without notice to the Authorised User without any additional liability or obligation to pay liquidated damages or other additional costs to the Authorised User.
- 10.3 In no event shall PLEXHUB, its employees, agents and sub-contractors be liable to the Authorised User to the extent that the alleged infringement is based on:
- 10.3.1 a modification of the Services or Documentation by anyone other than PLEXHUB; or
- 10.3.2 the Authorised User's use of the Services or Documentation in a manner contrary to the instructions given to the Authorised User by PLEXHUB; or
- 10.3.3 the Authorised User's use of the Services or Documentation after notice of the alleged or actual infringement from PLEXHUB or any appropriate authority.
- 10.4 The foregoing states the Authorised User's sole and exclusive rights and remedies, and PLEXHUB's (including PLEXHUB's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## **11 LIMITATION OF LIABILITY**

- 11.1 This clause sets out the entire financial liability of PLEXHUB (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Authorised User:
- 11.1.1 arising under or in connection with these Conditions;
- 11.1.2 in respect of any use made by the Authorised User of the Services and Documentation or any part of them; and
- 11.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
- 11.2 Except as expressly and specifically provided in these Conditions:



- 11.2.1 the Authorised User assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Authorised User, and for conclusions drawn from such use. PLEXHUB shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to PLEXHUB by the Authorised User in connection with the Services, or any actions taken by PLEXHUB at the Authorised User's direction;
- 11.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Conditions; and
- 11.2.3 the Services and the Documentation are provided to the Authorised User on an "as is" basis.
- 11.3 Nothing in these Conditions excludes the liability of PLEXHUB:
  - 11.3.1 for death or personal injury caused by PLEXHUB's negligence; or
  - 11.3.2 for fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.2 and clause 11.3:
  - 11.4.1 PLEXHUB shall not be liable whether in tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Conditions in connection with the performance or contemplated performance of the provision of the Services; and;
  - 11.4.2 the maximum extent of PLEXHUB's liability for all claims shall be 0 (zero).

## **12 TERM AND TERMINATION**

- 12.1 The Authorised Account shall commence on the Commencement Date and shall continue for the Sponsored Term, unless:
  - 12.1.1 A Group Admin terminates the Authorised Account, in which case PLEXHUB shall not be obliged to notify the Authorised User;
  - 12.1.2 the Authorised User notifies PLEXHUB, in writing, whereupon the Authorised Account will be terminated forthwith; or
  - 12.1.3 otherwise terminated in accordance with the provisions of these Conditions.
- 12.2 At any time during a Sponsored Term, the Broker Licensee may terminate the Sponsored Term. Once instructed by the Broker Licensee that a Sponsored Term has been terminated, PLEXHUB will immediately terminate the Authorised Account. PLEXHUB shall not be obliged to notify the Authorised User in such circumstances.



- 12.3 Without affecting any other right or remedy available to it, PLEXHUB may terminate the Authorised Account with immediate effect by giving written notice to the Authorised User if:
  - 12.3.1 the Authorised User commits a material breach of any other term of these Conditions, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 (seven) days after being notified in writing to do so; or
  - 12.3.2 the Authorised User repeatedly breaches any of the terms these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions.
- 12.4 On termination of the Authorised Account for any reason:
  - 12.4.1 the user shall not be entitled to continue to use the Services from that date;
  - 12.4.2 all licences granted under these Conditions shall immediately terminate;
  - 12.4.3 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 12.4.4 PLEXHUB may destroy or otherwise dispose of any of the Data in its possession; and
  - 12.4.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination shall not be affected or prejudiced.

### **13 FORCE MAJEURE**

- 13.1 PLEXHUB shall have no liability to the Authorised User if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of PLEXHUB or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

### **14 VARIATION**

- 14.1 PLEXHUB shall in its absolute discretion be entitled to make reasonable variations to these Conditions which shall be in writing and shall be effective, valid and enforceable, immediately upon notification, acceptance or further use of the Services by the Authorised User or when posted at: [https://plexhub.com/terms\\_and\\_conditions](https://plexhub.com/terms_and_conditions).



## **15 ENTIRE AGREEMENT**

- 15.1 These Conditions together with any documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreements between them relating to the subject matter they cover.
- 15.2 Each of the parties acknowledges and agrees that in entering into an agreement based on these Conditions does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Conditions or not) relating to the subject matter of these Conditions, other than as expressly set out in these Conditions.

## **16 ASSIGNMENT**

- 16.1 The Authorised User shall not, without the prior written consent of PLEXHUB, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions.
- 16.2 PLEXHUB may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions.

## **17 THIRD PARTY RIGHTS**

- 17.1 These Conditions does not confer any rights on any person or party (other than the parties to these Conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **18 NOTICES**

- 18.1 Any notice required to be given under these Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, electronic mail (subject to proof of delivery and read receipt) or recorded delivery post to the other party at its address as notified to that party, or such other address as may have been notified by that party for such purposes.
- 18.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

## **19 GOVERNING LAW & JURISDICTION**

- 19.1 These Conditions and any dispute or claim arising out of or in connection with them 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.



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