



PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY APPLY TO YOUR ACCESS AND USE OF VERSA.

These Terms of Use apply to all users of VERSA including law firms and other conveyancers, mortgage lenders and other users.

By using any of the VERSA platforms, the VERSA customer portal, optional VERSA services and any related e4 websites or mobile apps (together referred to in these terms as “VERSA”) you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use VERSA.

You are also responsible for ensuring that all persons who access VERSA through your internet connection are aware of these Terms of Use, and that they comply with them. If you are accessing VERSA in a representative capacity, you confirm that you are duly authorised to act on behalf of the company, business, organisation or person you represent.

1. WHO WE ARE AND HOW TO CONTACT US

- 1.1. Versa is operated by e4 Strategic (UK) Ltd (“we” / “e4”). We are registered in England and Wales under company number 13668841 and have our registered office at The Octagon, Suite E2, 2nd Floor, Colchester, Essex, United Kingdom, CO1 1TG. Our VAT number is 412 7619 08 .
- 1.2. You can find our contact details on the Contact Us page <https://www.e4strategic.co.uk/contact-us.html>.

2. OTHER TERMS THAT MAY APPLY TO YOU

- 2.1. In addition to these Terms of Use, the following additional terms also apply to your use of VERSA:
 - Our Privacy Policy [https://www.e4strategic.co.uk/legal/e4UK_Privacy_policy.pdf], which explains how we collect, use and store your personal data.
- 2.2. Should any of the terms of these Terms of Use conflict with any of the terms contained in any Client Agreement, Master Services Agreement or other written and signed agreement in place between you and e4 from time to time (“Master Agreement”), then the Master Agreement terms, to the extent there is a conflict, will prevail.
- 2.3. These Terms of Use and the documents referred to above constitute the entire agreement between you and e4. No terms contained on your purchase order, order acceptance forms, invoices or other document which is issued by you but not signed by e4 shall apply to, supplement or supersede these Terms of Use or any signed agreement in place between us.



3. PROVISION OF VERSA

- 3.1. VERSA is primarily an online transaction management platform (with some other ancillary platforms, solutions and modules). We will use reasonable skill and care in making VERSA available for access by you via the internet.
- 3.2. You acknowledge that VERSA enables communication and the sharing of information between you and other third party users. We do not verify or approve any content uploaded by any users and we are not responsible for (i) such content or (ii) for any information or content which is produced by chat-bots or other AI available on VERSA or (iii) for your use of that information and content.
- 3.3. VERSA's AI-driven chat-bot (currently named 'AI Assistant') is a tool designed to assist with general information queries. When using the AI Assistant it is important to note the following:
 - 3.3.1. No professional advice: The AI Assistant does not provide legal or professional advice. It is intended to provide general guidance on mortgage and conveyancing-related queries raised. No reliance should be placed on the information obtained via the AI Assistant.
 - 3.3.2. Risk of inaccurate information: The AI Assistant relies on algorithms and data that may produce incomplete or incorrect responses or "hallucinations". e4 does not guarantee the accuracy, completeness, or reliability of any response provided by the AI Assistant.
 - 3.3.3. User responsibility: You are responsible for independently verifying all information provided by the AI Assistant, including any links and citations provided (if any), before relying on it for any purpose. If you are not certain on any information, you need to rephrase the query or raise a query directly with the relevant team via VERSA.
 - 3.3.4. No personal information: The AI Assistant should only be used to answer general questions. You should not input into the AI Assistant any personal information relating to a particular individual.
 - 3.3.5. Disclaimer: e4 does not give any warranties regarding the information obtained via the AI Assistant. e4 does not accept liability for any loss or damage whatsoever arising from reliance on any AI Assistant responses and disclaims all liability for any errors or omissions in the information provided by the AI Assistant.
- 3.4. You are responsible for complying with all applicable laws in relation to your use of VERSA (including any third party services and content accessed by you via VERSA) and for ensuring that VERSA (and any services and content selected by you using VERSA) are sufficient for your requirements. Unless otherwise agreed in a Master Agreement, we do not make any warranties regarding VERSA being fit for any particular purpose or for your particular needs.

4. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 4.1. If you choose, or you are provided with, a user name, identification code, password, authenticator app, digital certificate or any other piece of information as part of our security procedures, you must treat such information

as confidential. You must not disclose it to any third party or allow any other person to use it to access VERSA or otherwise.

- 4.2. We have the right to disable any user name, identification code, password, authenticator app link, digital certificate or other access credentials, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use or any other terms in place between you and e4.
- 4.3. You are responsible for any activity performed using your user name, identification code, password, authenticator app, digital certificate or access credentials.
- 4.4. If you know or suspect that anyone other than you knows or has access to your user identification code, password, digital certificate or access credentials, you must promptly notify us.

5. TRAINING

- 5.1. It is your responsibility to ensure you are properly trained and that you remain up to date on how to use VERSA (including any third party services which you access via VERSA). We will not be responsible for any mistakes which you make when using VERSA.
- 5.2. You are responsible for your use of, or reliance on, any advice or recommendations provided by us in connection with VERSA, including but not limited to, the security and access settings that may be configured for VERSA and which services you decide to access and use via VERSA.
- 5.3. We offer various training options such as short solution training videos, , PDF quick guides and online webinars for 'live' training. You can access all training material or book for online training via our VERSA Customer Portal.
- 5.4. In addition, we can offer extra training information sessions via Teams or in person (as required). It is up to you to contact us to arrange for e4 to provide you with any extra training, at a time suitable to both parties. We reserve the right to charge for such extra training. You are also responsible for ensuring the attendance of any of your staff enrolled for a particular course, cancellation charges (equivalent to 100% of the fees) will be payable in relation to any staff whose attendance is not cancelled at least 3 business days prior to the commencement of the course concerned.

6. THIRD PARTY SERVICES

- 6.1. We may from time to time enable you to access and use third party services (such as KYC / AML / IDV providers, search & data providers, HMLR, HMRC and insurers), via VERSA. These third party services will be governed by separate licence terms and terms of use set by the applicable third parties. You agree to comply with those third party terms and to indemnify us against any claims, loss, liability, costs and expenses incurred as a result of a breach by you of such license terms or terms of use.



- 6.2. Any third party services are the responsibility of the applicable third party licensor. We give no warranties and make no representations (be it express or implied) and will have no liability to you in relation to any third party services which are accessed via VERSA.

7. LINKS TO THIRD PARTY WEBSITES AND APPS

- 7.1. Where VERSA contains links to third party websites, web services or mobile apps, these are provided solely as a convenience to you. If you use these links, you will leave our secure environment. We do not control, endorse or accept any responsibility for these third party sites or the information, software, services or materials found there, nor any results that may be obtained from using them.
- 7.2. Unless you have received our prior written permission, you must not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to VERSA.

8. YOUR CONTENT AND MATERIAL

- 8.1. You may use VERSA to upload, download, copy and share information, data, content and material that belongs to you or your licensors ("Your Content"). You retain full ownership of Your Content, and we don't claim any ownership to it.
- 8.2. You grant us a worldwide, royalty free, sublicensable, transferrable and irrevocable license to use Your Content as we, acting reasonably, see fit for the purposes of providing VERSA and any related services to you and third parties in relation to, and to the extent of, the particular transactions for which they are used, and for exercising our rights and for complying with any applicable laws. This includes:
- 8.2.1. the right for us to make Your Content available to our suppliers and subcontractors and to third parties (such as lenders, law firms and others involved in the conveyancing and mortgage lending processes) for the purposes set out above; and
 - 8.2.2. the right for us to use Your Content for the purpose of creating reporting dashboards which relate to the particular transactions relevant to Your Content and are available to those connected with such transactions; and
 - 8.2.3. the right for us to perform data analytics on Your Content for the purposes of supporting the provision and development of VERSA provided that any output from such data analytics is fully anonymous and does not identify you, your clients or any particular transactions.
- 8.3. You agree on an ongoing basis that you will:
- a) remain responsible for Your Content and will ensure that you have obtained all rights and consents necessary for us to handle and process Your Content;
 - b) as a data controller of any personal data contained in Your Content, comply with any data protection and privacy legislation or any other laws or regulations worldwide that relate to the handling and the



processing of Your Content and ensure that we have the necessary rights and consents to process that personal data for the purposes described in these Terms of Use and our Privacy Policy;

- c) ensure that Your Content is not threatening, defamatory, obscene, offensive, abusive, discriminatory, inflammatory, blasphemous, in breach of confidence, objectionable and does not contain any software or other material protected by copyright or any other form of intellectual property right unless you own or control such rights or have received all necessary licenses and/or approvals; and
 - d) maintain complete back-up copies of Your Content to enable you to recover it in the event of any loss or corruption of Your Content on VERSA.
- 8.4. You acknowledge that where we make Your Content available to third parties in relation to their use of VERSA, we will not be responsible for the use of Your Content by those third parties.

9. ACCEPTABLE USE

- 9.1. You agree not to misuse VERSA or any third party services accessible via VERSA. The following acceptable use standards apply to your use of VERSA, the third party services and content accessible via VERSA and Your Content.
- 9.2. You may not use VERSA or the third party services or content or provide any of Your Content in any way that:
- a) breaches any local, national or international law or regulation;
 - b) is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - c) infringes the rights, including intellectual property rights, of others;
 - d) has the purpose of harming or attempting to harm others in any way;
 - e) transmits, or procures the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) or any altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - f) transmits, sends or uploads any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware including by overloading, flooding, spamming, or mail-bombing any part of the services;
 - g) breaches or seeks to breach or otherwise circumvent any security or authentication measures;
 - h) accesses or searches the services by any means other than our publicly supported interfaces (for example, "scraping"); or
 - i) impersonates or misrepresents your affiliation with any person or entity.

10. INTELLECTUAL PROPERTY RIGHTS IN VERSA

- 10.1. All rights (including by not limited to intellectual property rights and moral rights), title and interest anywhere in the world in and to VERSA and any modifications, customisations, configurations and derivative works of VERSA (but excluding Your Content and any content of other third party users) are the exclusive property of e4 and its related entities and licensors. Save for the limited licence granted to you below, all such rights in and to VERSA are reserved by e4 and its licensors.
- 10.2. We grant you a limited, non-exclusive, revocable licence to access and use VERSA for your business purposes in relation to the performance and management of conveyancing transactions. This licence will remain in effect until your agreement with us expires or is terminated or unless we suspend your account or your access to VERSA as described in these Terms of Use or any Master Agreement. This licence does not grant you any ownership rights or any other right or licence of any kind including, without limitation, any right to obtain any source code, data or other technical materials in relation to VERSA.
- 10.3. You agree that you will not (and will not allow others to):
- a) permit any third party (other than your activated users) to access or use VERSA;
 - b) modify, adapt, alter, copy, make derivative works, translate, reverse engineer, decompile, disassemble or otherwise derive or determine the source code (or the underlying ideas, algorithms, structure or organisation) of VERSA or attempt to do any of these things;
 - c) conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to VERSA or any services accessed via, or in relation to, VERSA for any purpose, including the development, training, fine-tuning or validation of AI systems or models;
 - d) interfere with other users' accounts, or content; or
 - e) seek to access, actually access or provide a third-party access to any of our technologies or services for any reason other than genuinely using our services as a customer.
- 10.4. We warrant and represent that to the best of our knowledge VERSA (excluding Your Content and any third party content and services), as provided by us and used in accordance with these Terms of Use, does not infringe the intellectual property rights of any third party.

11. DATA PROTECTION

- 11.1. In this clause 11 Data Protection Laws means: (a) to the extent the UK GDPR (as defined in the Data Protection Act 2018) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the General Data Protection Regulation ((EU) 2016/679) applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of personal data.
- 11.2. We understand that data security is important to you. We select industry leading hosting providers which hold ISO 27001 accreditations to host VERSA.

- 11.3. You and e4 shall each comply with our respective obligations under Data Protection Law with respect to the types of personal data it processes and according to its responsibilities as a controller or processor (as appropriate) for the relevant personal data.
- 11.4. Without limiting the above paragraph, you and e4 agree that:
- a) e4 shall be a controller with respect to the processing of: (i) any personal data of you or your staff or representatives which is processed by us for the purposes of managing and administering VERSA or marketing products or services; and (ii) any personal data contained in Your Content which is processed by e4 in order to comply with our own obligations under applicable law; and
 - b) you shall be the controller of and e4 shall be a processor of any personal data contained in Your Content (save as set out in paragraph (a)) unless you are acting as a processor of the personal data contained in Your Content on behalf of a third party, in which case you shall be a processor and we shall be sub-processor of that personal data, but for the purposes of this clause 11 you shall be treated as a controller and e4 shall be treated as a processor.
- 11.5. Where we process any personal data as a controller we will do so in accordance with our Privacy Policy [<https://www.e4strategic.co.uk/pdf/e4-UK-Privacy-Policy.pdf>].
- 11.6. You agree that you will not input any personal data into any chatbot function on VERSA.
- 11.7. Where we process personal data acting as a processor (or sub-processor) on your behalf that personal data will be “Content Personal Data” and the following processing information will apply:
- a) Scope, nature and purpose: We will use and otherwise process the Content Personal Data to provide VERSA and related services to you and our other customers and users and for business operations incidental to providing the VERSA and related services.
 - b) Duration of the processing: We will process the Content Personal Data for as long as it remains on VERSA and until removed by you or deleted by us in accordance with Terms of Use.
 - c) Types of personal data: All personal data of whatever nature contained in the Content Personal Data. You will have control over the types of personal data contained in the Content Personal Data and you agree that you will not include any special category personal data or personal data relating to criminal convictions in the Content Personal Data.
 - d) Categories of data subject: The data subjects whose personal data is contained in the Content Personal Data. You will have control over the categories of data subject whose personal data is contained in the Content Personal Data.
- 11.8. We shall, in relation to our processing of Content Personal Data:
- a) process that Content Personal Data only on the documented instructions of the Customer, which shall be to process the Content Personal Data for the purposes of providing VERSA (including to facilitate the mortgage and conveyancing transaction or any related services) and exercising our rights and obligations under these Terms of Use and any Master Agreement between you and us, unless we are required by applicable laws to otherwise process that Content Personal Data. Where we are relying on

applicable laws as the basis for processing Customer Processor Data, we shall notify you of this before performing the processing unless those applicable laws prohibit us from so notifying you on grounds of public interest. We shall inform you if, in our opinion, your instructions infringe data protection laws;

- b) implement the technical and organisational measures to protect against unauthorised or unlawful processing of Content Personal Data and against accidental loss or destruction of, or damage to, Content Personal Data;
- c) ensure that any personnel engaged and authorised us to process Content Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- d) assist you insofar as this is possible (taking into account the nature of the processing and the information available to us), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify you without undue delay on becoming aware of a personal data breach involving the Content Personal Data;
- f) at your written direction, delete or return Content Personal Data and copies thereof to you on termination of our agreement with you unless: (a) we are entitled to or required by applicable law to continue to process that Content Personal Data; or (b) that Content Personal Data is also processed by us on behalf of another data controller (whether acting jointly with you or independently) in which case we will be entitled to retain that Content Personal Data until directed to delete it or return it to that other data controller; and
- g) maintain records to demonstrate our compliance with these obligations and allow for reasonable audits by you or your designated auditor, for this purpose, on 10 business days written notice and not more than once in any 12 month period.

11.9. You hereby provide your general authorisation for e4 to:

- a) appoint sub-processors to process the Content Personal Data. We will maintain a list of sub-processors which is available via our Privacy Policy and we shall: (i) ensure that the terms on which we appoint such sub-processors comply with Data Protection Laws, and are consistent with the obligations imposed on us in this clause 11; (ii) remain responsible for the acts and omission of any such sub-processor as if they were our own acts and omissions; and (iii) update the sub-processors list in our Privacy Policy to reflect any changes concerning the addition or replacement of the processors, thereby giving you the opportunity to object to such changes provided that you shall not object to the changes unless you can demonstrate that the objection is due to an actual or likely breach of Data Protection Law or other reasonable ground. In the event that you object to the appointment of an additional or replacement processor and we are unable to address such objections, you shall have the right to terminate your agreement with us for your use of VERSA and receive a refund of any pre-paid fees relating to the period after termination; and

- b) transfer Content Personal Data outside of the UK as required for the purposes set out in these Terms of Use, provided that we shall ensure that all such transfers are effected in accordance with Data Protection Laws. We agree that we will not transfer Content Personal Data outside of the EEA without your prior written approval (such approval not to be unreasonably withheld) save that we will not be responsible for transfers which occur as a result of you or other third party VERSA users (such as lenders, law firms and others involved in the applicable conveyancing and mortgage lending transactions) accessing Content Personal Data from territories outside of the UK.

12. DISCLAIMER

- 12.1. We do not guarantee that VERSA, or any services or content on it or accessible via it, will always be available, uninterrupted, accurate, complete or error-free. While we will use reasonable efforts to maintain the availability of VERSA, we may suspend or restrict the availability of all or any part of VERSA for maintenance or for other business and operational reasons. We will try to give you reasonable notice of any suspension or restriction and to minimise the duration of any suspension or restriction.
- 12.2. We may also from time to time discontinue the provision of certain VERSA functionality. If we discontinue any functionality which is material to your use of VERSA and do not replace it with alternative functionality which achieves materially the same purpose, you will have the right to request a reasonable reduction to the fees to reflect the reduction in functionality, provided that such request is made by giving us written notice within 30 days of the discontinuation. If we do not agree to a reasonable reduction, you may terminate your agreement by giving us notice in writing and we will provide a refund of any pre-paid fees which relate to the period after such termination.
- 12.3. Save as expressly set out in these Terms of Use or otherwise agreed with you in a Master Agreement, VERSA and the services and content contained in or accessible via VERSA is provided “as is” and “as available” without any warranties.
- 12.4. To the extent permitted by law and unless otherwise agreed with you in Master Agreement, we do not, either expressly or impliedly, make any warranties, claims or representations with respect to your use of VERSA including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for use or a particular purpose.

13. LIABILITY

- 13.1. Nothing in these Terms of Use limits any liability which cannot legally be limited, including liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 13.2. We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of use or corruption of software, data or information (except in relation to Content Personal Data where this exclusion shall not apply);
 - f) loss of or damage to goodwill; and
 - g) any indirect or consequential loss.
- 13.3. Our total liability to you arising under or in connection with your use of VERSA together with any liability under these Terms of Use and any Master Agreement between you and e4 relating to VERSA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the greater of: (i) total amount of charges you have paid us during the previous 12 month period strictly relating to the particular element of the VERSA product or service from which such liability has arisen; and (ii) £5,000.
- 13.4. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you that is caused by any act or event beyond our reasonable control.
- 13.5. Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14. INDEMNITY

We will not have any liability to any third party in relation to your use of VERSA. You shall indemnify e4 and its directors, officers and employees against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) incurred as a result of: (a) any claim by a third party arising out of or in connection with your use of VERSA or any content or services accessed via VERSA; and (b) any claim that Your Content infringes the rights (including without limitation intellectual property rights) of any third party. You will not be liable under the indemnity in this clause 14 to the extent that any losses result from e4's breach of these terms, negligence or wilful misconduct.

15. TERMINATION

- 15.1. Without limiting any of our other rights, we may suspend your access to VERSA or terminate our agreement with you with immediate effect by giving written notice to you if:
- a) you commit a material breach of these Terms of Use or any Master Agreement between you and us and (if such a breach is remediable) fail to remedy that breach within 30 days of being notified in writing to do so;
 - b) you fail to pay any amount due to us;
 - c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations to us has been placed in jeopardy.
- 15.2. On termination you must immediately cease all use of VERSA save that you will have a period of 10 days from the date of termination during which you will be entitled to access VERSA on a strictly limited basis solely for the purpose of downloading Your Content. You will not be permitted to use VERSA for any other purpose during that 10 day period. At the end of that 10 day period you will not be permitted to use or access VERSA for any reason and you acknowledge and agree that we shall have the right to delete Your Content after the expiry of that 10 day period but that we may also retain some or all of Your Content as required by applicable laws or as permitted under these Terms of Use.
- 15.3. Termination will not affect your or our rights and remedies that have accrued as at termination and any provision of these Terms of Use that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. COMMUNICATIONS BETWEEN US

- 16.1. When we refer to "in writing" in these Terms of Use, this includes email.
- 16.2. Any notice or other communication given by one of us to the other under or in connection with these Term of Use must be in writing and be both: (a) delivered personally, sent by pre-paid first class post or other next working day delivery service to the other party's registered office or principal place of business; and also (b) sent by email. Email communications to e4 under these Terms of Use or any Master Agreement should be sent to legal@e4strategic.co.uk. Email communications to you will be sent to the email address associated with your VERSA account.



- 16.3. A notice or other communication is deemed to have been received: (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or (c) if sent by email, at 9.00 am the next working day after transmission, provided that a notice will not be deemed to have been received unless and until both the paper copy and the email copy have been received (or deemed received in accordance with this clause 16.3).
- 16.4. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. ASSIGNMENT AND TRANSFER

We may assign or transfer our rights and obligations under our contract with you to another entity. You may only assign or transfer your rights or your obligations under the contract to another person if we agree in writing.

18. WAIVER

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. SEVERANCE

Each term of these Terms of Use operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining terms will remain in full force and effect.

20. CHANGES TO VERSA AND TO THESE TERMS OF USE

- 20.1. We may make changes to VERSA from time to time including by adding or removing solutions, modules and/or functionality. We will endeavour to give you reasonable notice of any major changes and to publish suitable release notes via the VERSA Customer Portal.
- 20.2. We may amend these Terms of Use from time to time and will publish any updates on the VERSA Customer Portal with a banner notification or similar mechanism flagging to users that the Terms of Use have been updated. The terms which will apply to your use of VERSA will be the version displayed on the VERSA Customer Portal at the time of use. In the event that we make any material changes to the Terms of Use and you (acting reasonably) do not agree with those changes, you shall be entitled to terminate your use of VERSA (including any Master Agreement) by giving us notice in writing provided that such notice is served within 30 days of the

date on which you became aware (or ought reasonably to have become aware) of such material changes. In the event of such termination, we will refund to you any pre-paid fees which relate to the period after termination.

21. THIRD PARTY RIGHTS

These Terms of Use apply between you and us. Save for those covered by the indemnity in clause 14, no other person has any rights to enforce these Terms of Use.

22. GOVERNING LAW AND JURISDICTION

These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and e4 each agree to the exclusive jurisdiction of the courts of England and Wales.

23. QUERIES

Any queries regarding these Terms of Use must be directed to our legal department via email at [mailto: legal@e4strategic.co.uk](mailto:legal@e4strategic.co.uk).