



360 Private Travel Club Membership Terms and Conditions

360 Private Travel Limited (“360”) has developed a membership only access platform which it makes available to members via the internet for the purpose of individual travel arrangements. Its Members are also given access to a dedicated Travel Designer.

These terms and conditions govern the provision of the 360 Private Travel Club membership including the services provided by the Travel Designer. They shall not govern any individual travel bookings which will be subject to our General Terms and Conditions as well as the applicable terms and conditions of any supplier of travel, accommodation or associated travel arrangements.

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in these terms.

Authorised Family Members: the immediate family of the Member being the spouse and any dependent children of the Member.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in [Clause 11.1](#).

Effective Date: the date the Member confirms its acceptance of these Terms.

Initial Subscription Term: the period of 12 months from the Effective Date.

Member: the individual who has accepted these terms as part of their agreement to receive the Membership Services.

Member Data: the data inputted by the Member, Authorised Family Members, or by the Travel Designer on the Member’s behalf for the purpose of using the Services or facilitating the Member’s use of the Services.

Membership Documentation: the document made available to the Member by 360 online via www.360privatetravel.com/membership-terms-conditions or such other web address notified by 360 to the Member from time to time which sets out a description of the Services and the user instructions for the Services.

Membership Platform: the online applications provided by 360 as part of the Membership Services.

Membership Services: mean together:

- (i) the subscription services provided by 360 to the Member under these terms via the Membership Platform or any other website notified to the Member by 360 from time to time,
- (ii) the provision of the Travel Design Services;

as both are more particularly described in the Membership Documentation.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Renewal Period: the period described in [Clause 14.1](#).

Subscription Fees: the subscription fees payable by the Member to 360 for the User Subscriptions, as set out in its website or as communicated to the Member prior to agreeing to these Terms.

Subscription Term: has the meaning given in [Clause 14.1](#) (being the Initial Subscription Term together with any subsequent Renewal Periods).

Travel Designer: means the dedicated consultant provided as part of the Services for the purposes of providing the Travel Design Services.

Travel Design Services: shall be those travel consultancy services as identified as such in the Membership Documentation.

Virus: any thing 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. Clause, schedule and paragraph headings shall not affect the interpretation of these terms.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. A reference to writing or written excludes fax but not email.

2. MEMBERSHIP ACCESS

- 2.1. Subject to the Member paying the Membership Fee in accordance with Clause 3.3 and Clause 9.1, and these terms, 360 hereby grants to the Member a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Family Users to use and access the Membership Services during the Subscription Term for the Member or the Authorised Family Member's private travel arrangements or at the discretion of 360, business travel arrangements.
- 2.2. The Member undertakes that:
 - (a) it shall not provide access or use of the Membership Services to any person who is not an Authorised Family Member;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised Family Member unless it has been reassigned in its entirety to another individual Authorised Family Member, in which case the prior Authorised Family Member shall no longer have any right to access or use the Membership Services and/or Membership Documentation;
 - (c) each Authorised Family Member shall keep a secure password for their use of the Services and Documentation and that each Authorised Family Member shall keep their password confidential and not share it with any other third party;
- 2.3. The Member shall not access, store, distribute or transmit any Viruses, or any material during the course of

its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and 360 reserves the right, without liability or prejudice to its other rights to the Member, to disable the Member's access to any material that breaches the provisions of this clause.

2.4. The Member shall not:

- (a) 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 Documentation (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (c) 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
- (d) use the Services and/or Documentation to provide services to third parties; or
- (e) subject to [Clause 22.1](#), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Family Members, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this [Clause 2](#); or
- (g) introduce or permit the introduction of, any Virus into the Services or 360's network and information systems.

2.5. You 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 360 PT.

2.6. You are expressly prohibited from using the Membership Services in a commercial way, or for the purposes of business travel.

3. SERVICES

3.1. 360 shall, during the Subscription Term, provide the Membership Services to the Member on and subject to these terms.

3.2. 360 shall use commercially reasonable endeavours to make the Membership Platform available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and
- (b) unscheduled maintenance performed outside Normal Business Hours.

4. TRAVEL DESIGNER

4.1. During the Term, 360 shall make available the Travel Design Services which is to be provided by a Travel Designer.

4.2. The Travel Designer shall be selected by the Member from a list of potential candidates to be provided by 360

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to the Member, within 10 days of the Effective Date. Further details of the process for the selection of the Travel Consultant, the submission of potential consultants and the information that will be provided as part of such submission and the selection by the Member of the Travel Consultant shall be set out in the Membership Documentation.

- 4.3. In the event that the Member wishes to seek the replacement of the Travel Consultant, the Member shall notify 360 who shall take all reasonable measures to replace the Travel Designer.
- 4.4. 360 shall be entitled to vary or update the Travel Design Services from time to time and will provide updates to the Travel Design Services via the Platform.

5. DATA PROTECTION

- 5.1. 360 will process any personal data provided in connection with the Services in accordance with all applicable data protection legislation (whether personal data of the Member, the Authorised Family Members or other third parties) and whether provided via the Platform or as provided to the Travel Designer. For more information on how 360 collect and process personal data please see the 360 Privacy Notice.

5.2.

The Member is solely responsible for providing any personal data of other people and ensuring they have the necessary consent to provide such personal data to 360.

6. THIRD PARTY PROVIDERS

The Member acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. 360 makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Member, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Member and the relevant third party, and not 360. 360 recommends that the Member refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. 360 does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. 360'S OBLIGATIONS

- 7.1. 360 shall perform the Services substantially in accordance with the Membership Documentation and with reasonable skill and care.
- 7.2. 360's obligations at [Clause 7.1](#) shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Travel 360's instructions, or modification or alteration of the Services by any party other than 360 or 360's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Travel 360 will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Member's sole and exclusive remedy for any breach of the undertaking set out in [Clause 7.1](#).
- 7.3. 360 does not warrant that:
 - (a) the Member's use of the Services will be uninterrupted or error-free;
 - (b) that the Membership Services, Membership Documentation and/or the information obtained by the Member through the Services will meet the Member's requirements.
- 7.4. 360 warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms.

- 7.5. 360 shall follow its archiving procedures for Member Data as set out in its Back-Up Policy as such document may be amended by 360 in its sole discretion from time to time. In the event of any loss or damage to Member Data, the Member's sole and exclusive remedy against 360 shall be for 360 to use reasonable commercial endeavours to restore the lost or damaged Member Data from the latest back-up of such Member Data maintained by 360 in accordance with its data restoration policy. Both its archiving procedures and data restoration policy are available at <https://360privatetravel.com/membership-terms-conditions/>. 360 shall not be responsible for any loss, destruction, alteration or disclosure of Member Data caused by any third party (except those third parties sub-contracted by 360 to perform services related to Member Data maintenance and back-up for which it shall remain fully liable).

8. MEMBER'S OBLIGATIONS

- 8.1. The Member shall:
- (a) provide 360 with all necessary access to such information as may be required by 360 in order to provide the Services, including but not limited to Member Data,;
 - (b) comply with all applicable laws and regulations with respect to its activities under these terms;
 - (c) carry out all other Member responsibilities set out in these terms in a timely and efficient manner. In the event of any delays in the Member's provision of such assistance as agreed by the parties, 360 may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) ensure that the Authorised Family Member use the Services and the Documentation in accordance with these terms and shall be responsible for any Authorised Family Member's breach of these terms;
 - (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for 360, the Travel Designer and their contractors or agents to perform their obligations under these terms, including without limitation the Services;
- 8.2. The Member shall own all right, title and interest in and to all of the Member Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Member Data.

9. CHARGES AND PAYMENT

- 9.1. The Member shall pay the Subscription Fees to 360 for the User Subscriptions in accordance with this Clause 9.
- 9.2. The Member shall on the Effective Date provide to 360 valid, up-to-date and complete credit card details acceptable to 360 and any other relevant valid, up-to-date and complete contact and billing details and, if the Member provides its credit card details to 360, the Member hereby authorises 360 to bill such credit card:
- (a) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and;
 - (b) subject to [Clause 14.1](#), on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- 9.3. If 360 has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of 360:
- (a) 360 may, on no less than 5 Business Days' notice to the Member and without liability to the Member, disable the Member's password, account and access to all or part of the Services and 360 shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of [360's bankers in the UK from time to time, commencing on the due date and

continuing until fully paid, whether before or after judgment.

9.4. All amounts and fees stated or referred to in these terms:

- (a) shall be payable in pounds sterling or as otherwise communicated to the Member
- (b) are, subject to [Clause 13.3\(b\)](#), non-cancellable and non-refundable;
- (c) are inclusive of value added tax and/or sales tax, which shall be added to 360's invoice(s) at the appropriate rate.

9.5. 360 shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to [Clause 3.3](#) at the start of each Renewal Period upon 30 days' prior notice to the Member.

10. PROPRIETARY RIGHTS

10.1. The Member acknowledges and agrees that 360 and/or its licensors own all intellectual property rights in the Platform and the Services. Except as expressly stated herein, these terms do not grant the Member any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2. 360 confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these terms.

11. CONFIDENTIALITY

11.1. Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the Effective Date in connection with the Membership Services, including but not limited to:

11.2. The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; [or]
- (d) the parties agree in writing is not confidential or may be disclosed[; or]

11.3. Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with these terms (Permitted Purpose); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.

11.4. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 11.5. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 11.6. A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 11.7. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this [clause OR agreement] are granted to the other party, or to be implied from these terms.
- 11.8. On termination or expiry of the Membership Services, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).
- 11.9. No party shall make, or permit any person to make, any public announcement concerning the Membership Services without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), 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.
- 11.10. Except as expressly stated in these terms, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 11.11. The above provisions of this Clause 11 shall continue to apply after termination of the Subscription.

12. INDEMNITY

- 12.1. The Member shall defend, indemnify and hold harmless 360 against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Member's use of the Services and/or Documentation, provided that:
- (a) the Member is given prompt notice of any such claim;
 - (b) 360 provides reasonable co-operation to the Member in the defence and settlement of such claim, at the Member's expense; and
 - (c) the Member is given sole authority to defend or settle the claim.
- 12.2. 360 shall defend the Member, its officers, directors and employees against any claim that the Member's use of the Services or Documentation in accordance with these terms infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Member for any amounts awarded against the Member in judgment or settlement of such claims, provided that:
- (a) 360 is given prompt notice of any such claim;
 - (b) the Member does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to 360 in the defence and settlement of such claim, at 360's expense; and
 - (c) 360 is given sole authority to defend or settle the claim.
- 12.3. In the defence or settlement of any claim, 360 may procure the right for the Member 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 Subscription on [2] Business Days' notice to the Member without any

additional liability or obligation to pay liquidated damages or other additional costs to the Member.

- 12.4. In no event shall 360, its employees, agents and sub-contractors be liable to the Member to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than 360; or
 - (b) the Member's use of the Services or Documentation in a manner contrary to the instructions given to the Member by 360; or
 - (c) the Member's use of the Services or Documentation after notice of the alleged or actual infringement from 360 or any appropriate authority; or
 - (d) the Member's breach of these terms.
- 12.5. The foregoing and [Clause 13.3\(b\)](#) state the Member's sole and exclusive rights and remedies, and 360's (including 360's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

- 13.1. Except as expressly and specifically provided in these terms:
- (a) the Member assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Member, and for conclusions drawn from such use. 360 shall have no liability for any damage caused by errors or omissions in any Member Data, information, instructions or scripts provided to 360 by the Member in connection with the Services, or any actions taken by 360 at the Member's direction;
 - (b) 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 these terms; and
 - (c) the Services and the Documentation are provided to the Member on an "as is" basis.
- 13.2. Nothing in these terms excludes the liability of 360:
- (a) for death or personal injury caused by 360's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 13.3. Subject to [Clause 13.1](#) and [Clause 13.2](#):
- 13.4. (a) 360 shall have no liability for any:
- (i) loss of profits,
 - (ii) wasted expenditure,
 - (iii) loss or corruption of data or information, or
 - (iv) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) 360's total aggregate liability to the Member (including in respect of the indemnity at [Clause 12.2](#)), in respect of all breaches of duty occurring within any contract year shall not exceed the Membership Fees. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, 360's total liability for those claims shall not exceed the single highest annual cap for those contract years.
- 13.5. References to liability in this clause 13 include every kind of liability arising under or in connection with these terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.6. Nothing in these terms excludes the liability of the Member for any breach, infringement or misappropriation

of 360's Intellectual Property Rights.

14. TERM AND TERMINATION

14.1 These terms shall, unless otherwise terminated as provided in this [Clause 14](#), commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Membership Services shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Membership Services shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of these terms;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Membership Services with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under these terms on the due date for payment and remains in default not less than 20 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of these terms and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these terms is in jeopardy;
- (d) the Member's use of the Membership Services is deemed excessive in volume as compared to its Members generally.

14.3 On termination of the Membership Services for any reason:

- (a) all licences granted under these terms shall immediately terminate and the Member (together with all Authorised Family Members) shall immediately cease all use of the Services and/or the Documentation;
- (b) 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;
- (c) 360 may destroy or otherwise dispose of any of the Member Data in its possession unless 360 receives, no later than ten days after the effective date of the termination of the Membership Services, a written request for the delivery to the Member of the then most recent back-up of the Member Data. 360 shall use reasonable commercial endeavours to deliver the back-up to the Member within 30 days of its receipt of such a written request, provided that the Member has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Member shall pay all reasonable expenses incurred by 360 in returning or disposing of Member Data; and
- (d) 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. GENERAL

FORCE MAJEURE. Neither party shall be in breach of these terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Membership Services by giving five days' written notice to the affected party.

VARIATION No variation of these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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 shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

RIGHTS AND REMEDIES. Except as expressly provided in these terms, the rights and remedies provided under these terms are in addition to, and not exclusive of, any rights or remedies provided by law.

SEVERANCE. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms. If any provision or part-provision of these terms is deemed deleted under this Clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

ENTIRE AGREEMENT. These terms constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

ASSIGNMENT. The Member shall not, without the prior written consent of 360, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these terms. 360 may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms, provided that it gives prior written notice of such dealing to the Member.

NO PARTNERSHIP OR AGENCY. Nothing in these terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

THIRD PARTY RIGHTS. Unless it expressly states otherwise, these terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms. The rights of the parties to rescind or vary these terms are not subject to the consent of any other person.

NOTICES. Any notice given to a party under or in connection with these terms shall be in writing and shall be, in the case of notices to 360 sent via the email address [insert] or in the case of notices to the Member the contact details provided by the Member in the Platform. Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

GOVERNING LAW These terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

JURISDICTION 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 terms or its subject matter or formation (including non-contractual disputes or claims).