

FaithInvest Membership Terms and Conditions

- (1) **FaithInvest**, a company limited by guarantee registered in England and Wales with company number 11862410, whose principal place of business is at c/o Stone King LLP, Boundary House, 91-93 Charterhouse Street, London, UK EC1M 6HR (**FaithInvest** or **We**); and
- (2) The entity applying for membership of the Network as stated on the Application Form (**Member** or **You**).

BACKGROUND

- (A) FaithInvest is the global membership association and investment community of faith-based organisations set up to grow the scale and impact of faith-consistent investing. Our members are faith-based organisations based in the UK and across the world.
- (B) You have agreed to become a member of FaithInvest's international membership network (the **Network**) in accordance with your obligations and responsibilities under these Conditions.
- (C) The Network consists of several categories of members: (i) Founding Members; (ii) Members – the core members of FaithInvest; and (iii) Affiliate Members - organisations that may require financial assistance to join the Network, which are approved by FaithInvest on a case by case basis.
- (D) FaithInvest agrees to provide you with the Network's membership services and the related benefits of membership of the Network, as outlined in more detail at (the **Benefits and Services**) in accordance with these Conditions. The Benefits and Services comprise a wide range of benefits aimed at understanding the Member's needs, guiding it to opportunities, developing skills and capacity and enhancing awareness of faith-consistent investment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Agreement" means the contract between FaithInvest and the Member for the supply of the Benefits and Services comprising the Application Form and these Conditions.

"Applicable Data Protection Laws" means: (a) to the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; or (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which either party is subject, which relates to the protection of personal data.

"Applicable Laws" means all applicable laws, statutes, regulations from time to time in force in the territory where the Benefits and Services are being performed or received.

"Application Form" means the application form for membership of the Network submitted by the Member.

“Brand Guidelines” means the guidelines for usage of the FaithInvest Logo as may be updated by FaithInvest from time to time.

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

“Business Hours” means the period from 9.00 am to 5.00 pm on any Business Day.

“Code of Conduct” means the FaithInvest Code of Conduct as located at <https://www.faithinvest.org/>.

“Commencement Date” means the date upon which Your membership of the Network commences.

“Conditions” means these terms and conditions.

“EU GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“FaithInvest Logo” means the FaithInvest logo as set out in the Brand Guidelines.

“Initial Membership Term” means the first Membership Year.

“Insolvency Event” means in relation to a party, it: (a) is unable to pay its debts or becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, trust special administrator or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of a party)); (e) its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; (f) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 or (g) is subject to an analogous event to the foregoing in any jurisdiction.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Member Data” means the data inputted by the Member or by FaithInvest on the Member’s behalf for the purpose of using the Benefits and Services or facilitating the Member’s use of the Benefits and Services.

“Member Portal” means the member’s area of the FaithInvest website as located at <https://www.faithinvest.org/members>.

“**Membership Fees**” means the fees payable by the Member in consideration for the Benefits and Services as set out on the Application Form or as communicated to the Member by FaithInvest (as applicable).

“**Membership Term**” has the meaning given in clause 12.1.

“**Membership Year**” means each period of twelve (12) consecutive months during the term of the Agreement, with the first Membership Year commencing on the Commencement Date, and with each subsequent Membership Year commencing on the anniversary of that date.

“**UK GDPR**” has the meaning given to it in the Data Protection Act 2018.

“**Users**” means those employees, agents and independent contractors of the Member who are authorised by the Member to use the Member Portal.

“**Viruses**” means 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 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 If there is an inconsistency between any of the provisions of the Application Form and these Conditions, the provisions of these Conditions shall prevail.

2. **BASIS OF CONTRACT**

- 2.1 The Application Form constitutes a request by the Member to FaithInvest to become a member of the Network and to receive the Benefits and Services in accordance with these Conditions.
- 2.2 The Application Form shall be deemed to be accepted on FaithInvest issuing written acceptance of the Application Form, at which point the Agreement shall come into existence (the date on which the Agreement comes into existence being the Commencement Date).
- 2.3 The Network consists of a multitude of faith based organisations and partners and nothing in this Agreement shall prevent FaithInvest from entering into similar agreements with other third parties.

3. **PROVISION OF BENEFITS AND SERVICES**

- 3.1 FaithInvest shall provide the Benefits and Services to the Member during the Membership Term.
- 3.2 FaithInvest shall use a reasonable level of care, skill and diligence when providing the Benefits and Services, in accordance with industry practice and standards. Any dates for the performance of any Benefits and Services are estimates only.
- 3.3 FaithInvest reserves the right, at its sole discretion, to change or update any of the Benefits and Services as it may decide. FaithInvest will use reasonable endeavours notify the Member of any significant changes and/or any changes that require an action from the Member as soon as practicable.
- 3.4 FaithInvest confirms that it has all the rights in relation to the Benefits and Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Conditions.
- 3.5 FaithInvest shall use reasonable endeavours to respond to any complaint or query received within five Business Days. This may be an acknowledgement that We have received a complaint whilst further investigations are carried out. Please contact the FaithInvest membership team at membership@faithinvest.org with any comments, queries, complaints or questions relating to membership of the Network.
- 3.6 FaithInvest or its partners may contact the Member with information regarding events which are outside of the Benefits and Services (including events which may require additional payment to attend). Please note that any information provided by FaithInvest's partners have not been verified for accuracy or completeness, nor have they been endorsed or approved by FaithInvest and do not necessarily represent FaithInvest's views or values.
- 3.7 FaithInvest does not provide investment advice. Information provided by FaithInvest or provided in connection to the Benefits and Services (including the Member Portal) is not intended to provide and does not constitute financial or investment advice. FaithInvest makes no representation regarding the advisability or suitability of investing in any particular financial product, shares, securities, company, investment fund, pension or other vehicle or of using the services of any particular organisation, consultant, asset manager, broker or other service provider for the provision of investment services discussed on our public website, Member Portal or other media.

3.8 Any decision taken by the Member to invest or not or to use the services of any such financial services and/or investment services provider should not be made in reliance on any of the statements made in connection with the Benefits and Services, the Member Portal or otherwise by FaithInvest. Members should seek independent, regulated advice on whether the decision is appropriate for the Member and the potential consequences thereof. Whilst every effort has been made to ensure information given by FaithInvest as part of the Benefits and Services is correct, FaithInvest, its employees and agents cannot guarantee its accuracy and shall not be liable for any claims or losses of any nature in connection with information provided as part of the Benefits and Services or any information provided by other members of the Network.

4. **MEMBER OBLIGATIONS**

4.1 The Member shall:

4.1.1 co-operate with FaithInvest in all matters relating to the Benefits and Services, including providing any materials or information that FaithInvest reasonably requires to provide the Benefits and Services;

4.1.2 carry out in a timely and efficient manner all member responsibilities as communicated by FaithInvest to the Member from time to time during the Membership Term. In the event of any delays in the Member's provision of such assistance as agreed between the parties, FaithInvest may adjust any agreed timetable or delivery schedule as reasonably necessary;

4.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Benefits and Services before the date on which the relevant Benefits and Services are to start;

4.1.4 maintain affiliation to a faith or belief tradition recognised by FaithInvest during the Membership Term and develop within six months of the Commencement Date and/or maintain during the Membership Term (as applicable) faith-consistent guidelines, each in accordance with FaithInvest's guidance as found at www.faithinvest.org/fci-guidelines;

4.1.5 at all times comply with the Code of Conduct; and

4.1.6 at all times uphold the values of FaithInvest, FaithInvest's reputation and shall not commit any acts in any manner that has a materially adverse effect on FaithInvest's reputation, interests or standing.

4.2 The Member shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind FaithInvest in any way and shall not do any act which might reasonably create the impression that the FaithInvest is so authorised.

4.3 The Member shall promptly notify FaithInvest of any changes in circumstances or contact details that affect its membership of the Network.

4.4 The Member may use the following strapline on its website, electronic mailings and newsletters to promote its membership of the Network: *[the Member] is a proud member of FaithInvest, a global multi faith non-profit which supports faith-aligned institutions in faith consistent investing for the good of people and planet.*

5. MEMBER PORTAL

- 5.1 FaithInvest shall use reasonable endeavours provide Users with access to the Member Portal during the Membership Term.
- 5.2 In relation to the Users, the Member undertakes that each User shall keep a secure password for their use of the Member Portal, that such password shall be changed no less frequently than every 3 calendar months and that each User shall keep their password confidential.
- 5.3 The Member shall (and shall procure that its Users shall) not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Benefits and Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; or (iii) otherwise is illegal or causes damage or injury to any person or property. FaithInvest 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.
- 5.4 The Member 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 this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Member Portal in any form or media or by any means; (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Member Portal; (iii) access all or any part of the Member Portal in order to build a product or service which competes with the Member Portal and/or the Benefits and Services; (iv) use the Benefits and Services to provide services to third parties; (v) without the prior written approval of FaithInvest, license, sell, or otherwise commercially exploit, or otherwise make the Member Portal and/or the Benefits and Services available to any third party except the Users, (vi) attempt to obtain, or assist third parties in obtaining, access to the Member Portal, other than as provided under this clause; or (vii) introduce or permit the introduction of, any Virus into FaithInvest's network and information systems.
- 5.5 The Member is responsible for configuring its User's information technology, computer programs and platform to access the Member Portal. You should use your own virus protection software. We do not guarantee that the Member Portal will be secure or free from bugs or viruses.
- 5.6 The Member must not: (i) misuse the Member Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; (ii) attempt to gain unauthorised access to the Member Portal, the server on which the Member Portal is stored or any server, computer or database connected to the Member Portal; or (iii) attack the Member Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, the Member would commit a criminal offence under the Computer Misuse Act 1990. FaithInvest will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, any right to use the Member Portal will cease immediately.
- 5.7 The Member shall not link from its website to the Member Portal without the prior written consent of FaithInvest.

- 5.8 FaithInvest shall use reasonable efforts to update the information on the Member Portal, however FaithInvest makes no representations, warranties or guarantees, whether express or implied, that the content on the Member Portal is accurate, complete or up to date.
- 5.9 FaithInvest is not responsible for websites it links to and it has no control over the contents of those sites or resources. Where the Member Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them and it the Member's responsibility to review any terms and conditions for any linked websites.
- 5.10 FaithInvest does not guarantee that the Member Portal will always be available or be uninterrupted. FaithInvest may suspend or restrict of availability of all or any part of the Member Portal for business or operational reasons.

6. **MEMBERSHIP FEES AND PAYMENT**

- 6.1 FaithInvest shall invoice the Member on or about the Commencement Date for the Membership Fees payable in respect of the Initial Membership Term.
- 6.2 FaithInvest shall invoice the Member at least 30 days prior to each anniversary of the Commencement Date for the Membership Fees payable in respect of the relevant Membership Year.
- 6.3 The Member shall pay each invoice in cleared funds within 30 days of the date of such invoice, by BACS or wire transfer in accordance with the instructions in the relevant invoice.
- 6.4 FaithInvest is entitled to adjust the Membership Fees on each anniversary of the Member's membership of the Network by giving written notice to the Member not less than 45 days prior to the end of the current Membership Year.
- 6.5 If the Member fails to make a payment due to FaithInvest under this Agreement by the due date, then, without limiting FaithInvest's remedies under clause 12.2 (Termination):
- 6.5.1 FaithInvest reserves the right at its sole discretion to suspend the Member's membership of the Network and their access to the Benefits and Services until such overdue sums are paid; and
- 6.5.2 the Member shall pay interest on the overdue sum from the due date until payment at the rate of 4% per annum above the base rate of Barclay's Bank Plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 6.6 All amounts and fees stated or referred to in this Agreement are: (i) exclusive of VAT or any equivalent sales tax; and (ii) subject to clause 12.2 (cooling off period), non-cancellable and non-refundable.
- 6.7 FaithInvest may offer the Member additional, optional bespoke services which are separate to the Benefits and Services and provided under separate terms and conditions. Such additional services may incur additional fees which shall be confirmed with the Member in writing prior to the provision of any such additional services.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Member acknowledges and agrees that FaithInvest and its licensors own all Intellectual Property Rights in the Benefits and Services.
- 7.2 Provided that the Member has paid the Membership Fees and is in compliance with all the terms of this Agreement and the Code of Conduct, FaithInvest grants the Member a global, revocable, non-exclusive, non-sub-licensable and non-transferable licence for the term of this Agreement to use the FaithInvest Logo in accordance with the Brand Guidelines, solely to the extent required to advertise that the Member is a member of the Network in accordance with clause 4.4 (promotion of membership).
- 7.3 On termination of this Agreement the licence granted under clause 7.2 shall expire and the Member shall immediately stop all use of the FaithInvest Logo and remove the same from its website, documentation, publicity materials and all other signage.
- 7.4 The Member shall not use the phrase "FaithInvest" or any words or phrases similar to the foregoing as part of the Member's organisation name, domain name, or email address without the prior written consent of FaithInvest.
- 7.5 The Member shall not apply for, or obtain, registration of the phrase "FaithInvest" or the FaithInvest Logo for any goods or services in any country.
- 7.6 Any goodwill derived from the Member's use of the FaithInvest Logo shall accrue to FaithInvest.
- 7.7 The Member shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the FaithInvest Logo, the reputation or goodwill associated with the FaithInvest Logo or FaithInvest (including any of its other members), or that may invalidate or jeopardise any registration of the FaithInvest Logo.
- 7.8 The Member shall immediately notify FaithInvest in writing if any of the following matters come to the Member's attention: (i) any actual, suspected or threatened infringement of the FaithInvest Logo; (ii) any actual or threatened claim that the FaithInvest Logo is invalid; (iii) any actual or threatened opposition to the FaithInvest Logo; (iv) any claim made or threatened that use of the FaithInvest Logo infringes the rights of any third party; (v) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Member under this Agreement; or (vi) any other form of attack, charge or claim to which the FaithInvest Logo may be subject.
- 7.9 In respect of the matters listed in clause 7.8: (i) FaithInvest shall, in its absolute discretion, decide what action if any to take; (ii) FaithInvest shall have exclusive control over, and conduct of, all claims and proceedings; (iii) the Member shall not make any admissions other than to FaithInvest and shall provide FaithInvest with all reasonable assistance in the conduct of any claims or proceedings; (iv) FaithInvest shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account; and (v) the provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded from these Conditions.

8. USAGE OF PERSONAL INFORMATION

- 8.1 The Member shall own all rights, title and interest in and to all of the Member Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Member Data.
- 8.2 The Member grants to FaithInvest a non-exclusive, irrevocable, perpetual, transferrable, sub-licensable, royalty free and worldwide licence to use the Member Data. FaithInvest may use any personal information provided to it for all of FaithInvest's business purposes.
- 8.3 FaithInvest shall process personal data to provide the Benefits and Services in accordance with its privacy policy available at <https://www.faithinvest.org/privacy-policy> or such other website address as may be notified to the Member from time to time. FaithInvest reserves the right to amend its privacy policy from time to time, at its sole discretion.
- 8.4 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.
- 8.5 With respect to the parties' rights and obligations under this Agreement, the parties agree that each of FaithInvest and the Member shall be joint data controllers in respect of any processing of personal data under this Agreement.
- 8.6 The parties do not envisage the processing of personal data under this Agreement by one party on behalf of another. However if for any reason the situation arises that personal data is to be processed in that way under this Agreement, the parties shall enter into a separate data processing agreement.

9. COMPLIANCE

Each party shall comply with all Applicable Laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010. Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

10. CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party (**Confidential Information**), except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 10; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) any fees due under this Agreement; or (d) any other liability which cannot be legally limited or excluded by Applicable Law.
- 11.2 Subject to clause 11.1, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; (vi) loss of use or corruption of software, data or information; or (vii) special, indirect or consequential damage or loss arising under or in connection with this Agreement.
- 11.3 Subject to clause 11.1, each party's total liability to the other party in each Membership Year, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the Membership Fee paid by the Member in that Membership Year, or £10,000, whichever is greater.
- 11.4 Except as expressly stated in the Agreement, FaithInvest does not give any representations, warranties or undertakings in relation to the Benefits and Services and does not guarantee any particular outcome or result. Any representation, condition or warranty which might be implied or incorporated into this Agreement by statute, by common law or otherwise is, to the fullest extent permitted by law, excluded from the Agreement.

12. TERM AND TERMINATION

- 12.1 This Agreement shall, unless otherwise terminated in accordance with the provisions of this Agreement, commence on the Commencement Date and shall continue for the Initial Membership Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a Membership Year), unless either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Membership Term or any Membership Year, as the case may be, in which case this Agreement shall terminate upon the expiry of the applicable Initial Membership Term or Membership Year. The Initial Membership Term together with any subsequent Membership Years shall constitute the **Membership Term**.
- 12.2 The Member is entitled to a cooling off period of fourteen (14) days from the date the Member is notified by FaithInvest in writing of the Commencement Date (**Cooling Off Period**). During the Cooling Off Period the Member may, by giving FaithInvest written notice, immediately cancel their membership of the Network and terminate this Agreement without any obligation or liability to pay the Membership Fees.
- 12.3 FaithInvest reserves the right at its sole discretion to terminate the Member's membership of the Network and this Agreement with immediate effect by giving written notice to the Member, if FaithInvest has reasonable cause to believe that the Member has breached the Code of Conduct and/or brought FaithInvest's reputation into disrepute.

- 12.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; (ii) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (iii) the other party repeatedly breaches any of the terms of this Agreement 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 this Agreement; or (iv) the other party suffers an Insolvency Event.
- 12.5 On termination of this Agreement for any reason: (i) all licences granted under this Agreement shall immediately terminate (excluding the licence granted under clause 8.2 (Member Data licence)) and the Member shall immediately cease all use of the Benefits and Services; (ii) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party; (iii) 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; and (iv) clauses which expressly or by implication survive termination shall continue in full force and effect.

13. **FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it, excluding any obligation to pay sums due under this Agreement, if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for more than 4 weeks, the party not affected may terminate this Agreement by giving 7 days' written notice to the affected party.

14. **NOTICES**

- 14.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent to the respective party either: (i) personally; (ii) by prepaid first class post or recorded delivery to the address specified in the Application Form and where no such address is given at their principal place of business; or (iii) by email, to the email address specified in the Application Form.
- 14.2 Any notice shall be deemed to have been received:
- 14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (or, if delivery is not in Business Hours, at 9.00am on the first Business Day following delivery);
- 14.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 14.2.3 if sent by email: (i) at the time of transmission; or (ii) if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

14.3 This clause does not apply to the service of any proceedings or any documents in any legal action.

15. GENERAL

15.1 **Assignment** - (i) The Member shall not, without the prior written consent of FaithInvest, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. (ii) FaithInvest may at any time assign, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.2 **Variation and Waiver** - No variation of this Agreement by the Member shall be effective unless it is in writing and signed by the parties (or their authorised representatives). No delay or omission by FaithInvest in exercising any of its rights or remedies under this Agreement or under any other Applicable Law on any occasion shall be deemed a waiver of such rights or remedies.

15.3 **Severance** – If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect.

15.4 **Entire Agreement** – (i) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (ii) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

15.5 **No Partnership** – Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third Party Rights** - This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15.7 **Governing Law and Jurisdiction** – This Agreement and the rights and obligations of the parties to this Agreement shall be governed, interpreted and construed solely in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. Nothing in this clause shall limit the right of FaithInvest to take proceedings against the Member in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.