



RES00 STANDARD TERMS FOR REGISTERED AUTHORS

1. JOINING RES00 as an Author

- 1.1 By registering with WWW.RES00.com, the Person named in the registration form (the "**AUTHOR**") is offering to participate in the publication of their work on accordance Standard Terms. By submitting a registration Form, the Author is also agreeing to the terms of RES00's privacy policy, which can be found here: <https://www.RES00.com/privacy-policy>.
- 1.2 Acceptance of the Registration Form is subject to the sole discretion of WWW.RES00.com ("**RES00**") of Bond Glow Limited, 5 Braemore Court, Cockfosters Road, Barnet, England, EN4 0AE of 4th Floor, 2 Thomas More Square, London E1W 1YN, incorporated in England and Wales with company number 05987051. Acceptance or rejection of the Application Form will be notified to the proposed Author by email.
- 1.3 On acceptance of the Registration Form by RES00, the Registration Form and these Standard Terms, including the applicable data processing annex(es), will together constitute a legally binding "**Agreement**" entered into by RES00 and the Author. On rejection of the Registration Form, no agreement will be formed.
- 1.5 This Agreement prevails over any terms supplied by the Author.
- 1.6 Any individual contracting on his or her own behalf warrants that he or she is aged 18 or over. Any individual completing the Application Form on behalf of a proposed author warrants that he or she has all necessary authority to bind that proposed author.

2. DEFINITIONS

- 2.1 The following definitions and rules of interpretation apply in this Agreement:

"**Action**" means a Sale, Lead, Click, Ad Impression, or other event, that has been specified as eligible for remuneration by the respective Advertiser under its Program Terms, on which commissions may be based under this Agreement;



“**Ad Impression**” means a display of an advertisement of an Advertiser by the Publisher, as reported by the Tracking Code only;

“**Admin**” means a single Authorised User with full access to, and control of, the Publisher Account and which is at all times authorised to act on behalf of the Publisher and bind the Publisher;

“**Advertiser**” means a Person which has agreed with RES00 or an RES00 Group Company to join the Network to be marketed, and/or to have its Products marketed;

“**Advertiser Materials**” means any trade marks, advertising content, images, text, video, data or other material provided by or on behalf of an Advertiser to RES00, the Publisher or a Subpublisher;

“**Advertiser Program**” means an ongoing affiliate marketing program of an Advertiser on the Network, for the promotion of the Advertiser or its Products in accordance with this Agreement and the Program Terms;

“**Advertiser URLs**” means, from time to time, any websites, apps or services of an Advertiser offering Products and to which the Publisher may link;

“**Advertising Standards**” means any applicable advertising laws, regulations or standards, data laws relating to advertising (including the Children's Online Privacy Protection Act), including without limitation any FTC Guidance, any generally accepted selfregulatory codes of practice, and any related guidance or best practice advice;

“**Approved Lead**” means a Lead approved by an Advertiser in accordance with clause 5;

“**Approved Sale**” means a Sale approved by an Advertiser in accordance with clause 5;

“**Article**” means a piece of scientific work that has been submitted by a registered user acting as a submitting author.

“**Author Account**” means the respective account of the Author on the Interface;

“**Authorised User**” means an individual permitted to view, or view and operate, the Publisher Account on behalf of the Publisher, by its individual Authorised User Account, as set out in clause 3;

“**Business Day**” means a day other than a Saturday, Sunday or national public holiday in England 17.11;

“**Change of Control**” means a change in the beneficial ownership of more than 50% of the issued share capital of a company or a change in the majority of the Persons with legal power to direct or cause the direction of the general management of a company;

“**Click**” means the intentional and voluntary following of a Link by a Visitor as part of marketing services as reported by the Tracking Code only;

“**Code of Conduct**” means RES00’s code of conduct for publishers at <https://www.RES00.com/gb/legal/code-of-conduct>, as may be amended or updated by RES00 at its discretion on notice to the Author;

“**Commission**” means the amount payable to the Author in return for advertising income generated through the publication of their article;



“**Confidential Information**” means any information disclosed by or relating to a party, including: information arising during the Term of this Agreement; information about a party’s business affairs; information about a party’s operations, products or trade secrets; information about a party’s technology (including any know-how and source code) and any derivatives of any part of any of them and which (i) is marked or identified as confidential; or (ii) would be regarded as confidential by a reasonable business person;

“**CPA**” means a Commission earned per Approved Sale;

“**CPC**” means a Commission earned per valid Click;

“**CPL**” means a Commission earned per Approved Lead;

“**CPM**” means a Commission earned per one thousand Ad Impressions;

“**Data Regulation**” means any applicable data protection, privacy or similar laws that apply to data processed in connection with this Agreement, including the GDPR or ePrivacy and for US citizens, FTC Guidance, US state and federal legislation relating to data privacy and security;

“**Effective Date**” means the date of acceptance of the Registration Form by RES00;

“**ePrivacy**” means the Privacy and Electronic Communications Directive 2002/58 (including any replacing or superseding legislation);

“**FTC Guidance**” means the published cases and guidelines from the United States Federal Trade Commission, including without limitation the guidance on substantiation of claims, privacy, data security, native advertising and disclosure guidance for influencers and spokespeople.

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

“**Group Company**” means any holding company or subsidiary of a party or any of its holding companies. A company is a “**subsidiary**” of another company, its “**holding company**”, if that other company (i) holds a majority of the voting rights in it, or (ii) is a member of it and has the right to appoint or remove a majority of its board of directors, (iii) or is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it;

“**Intellectual Property Rights**” means all copyrights and related rights, patents rights to inventions, utility models trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights (including any database rights in the Network), topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“**Interface**” means the intranet and software platform operated by RES00, and any functionality or datafeeds accessed or made available through such platform;

“**Lead**” means a ‘sales lead’ of an Advertiser generated in the Tracking Period, as reported by the Tracking Code only;

“**Link**” means a hyperlink from a Promotional Space to an Advertiser URL;



“**Network Fee**” means the fee payable to RES00 or an RES00 Group Company, calculated as an override fee of an amount equal to a specified percentage of any total Commissions and Bonuses due, or on such other basis as may be agreed by RES00 and an Advertiser;

“**Product**” means a product, service or equivalent offered by an Advertiser on any Advertiser URL;

“**Registration Form**” means the registration form at [Research Infinity - Register \(res00.com\)](http://Research Infinity - Register (res00.com)) by which operators of websites, applications, technologies or services apply to participate in the Network;

“**Sale**” means the agreed purchase of a Product by a Visitor in the Tracking Period, as reported by the Tracking Code only;

“**Submitting Author**” is the role that a registered author plays when they submit an article for themselves or for themselves and other authors (who may or may not be registered authors).

“**Suspension**” means the suspension by RES00 or any RES00 Group Company of the Publisher’s participation in the Network for a period of time, including the following: (i) preventing the Author from accessing the Interface; (ii) withholding payments otherwise due to the Author; (iii) ceasing to track Actions; (iv) removing any Advertiser Materials from the Publisher Service and “**Suspend**” shall be interpreted accordingly;

“**Term**” means the term of this Agreement from the Effective Date until its termination or expiry in accordance with clause 13 or 16.5;

“**Tracking Code**” means the RES00 software code (from time to time) for the recording of, amongst other things, web traffic and Actions;

“**Tracking Period**” means the period of time in which the Actions of a Visitor are attributed to the Author and, subject to the Program Terms, generate Commissions for the Author;

“**Visitor**” means any Person who follows a Link.

2.2 In this Agreement:

2.2.1 any meanings given to terms in the attached Application Form shall apply to these Standard Terms;

2.2.2 “**include**” or “**including**” is without limitation;

2.2.3 the singular will include reference to the plural and vice versa;

2.2.4 a “**Person**” includes an individual, company, partnership or unincorporated association;

2.2.5 a statute, order, regulation or other similar instrument will include any amendments to it or replacements of it; and

2.2.6 “**writing**” and “**written**” includes emails but not faxes.

2.3 If there is a conflict between the Application Form and the Standard Terms, the Application Form shall prevail.



3. PARTICIPATION IN RES00 AND USE OF THE INTERFACE

- 3.1 Subject to the Author's compliance with this Agreement, RES00 will: grant the Author access to the Interface.
- 3.2 RES00 may change any aspect of the Interface at its sole discretion.
- 3.3 On the Effective Date, the Author shall:
 - 3.3.1 register a Author Account; and
- 3.4 The Author undertakes that they:
 - (a) access the Interface in their own name under their own Authorised User Account; and
 - (b) keep any passwords confidential.
- 3.5 In submitting an article the author grant WWW.RES00.COM the non-exclusive perpetual right to publish the article in the form they have submitted it. The author will select the copyright attributes by which the article is published and retains copyright of the article if they wish to publish it under that attribute.
- 3.6 The submitting author certifies that the work is their own and they have copyright for the submitted work, which is subject to no other copyright claims.
- 3.6 The submitting author certifies on behalf of all other authors, that he has permission from all other authors to publish the work on WWW.RES00.com
- 3.7 The submitting author certifies that the submitted manuscript has been read and approved by all the named authors.
- 3.8 The submitting author certifies that all named authors have contributed to the submitted article.
- 3.9 The submitting author certifies that they have disclosed and conflicts of interests that arose in the submission of the article
- 3.10 The submitting author declares that ethical and legal standards were adhered to and have the appropriate ethics approval and consent for their article and have read the publication ethics standard at WWW.RES00.com/ethicsstatement and agree that the submitted article is in compliance with this.
- 3.11 The submitting author declares they have disclosed all funding that they or any of the authors have received in connection with the submitted articles.
- 3.12 The submitting author will provide the correct demographic details with respect to themselves and all authors in relation to an article submission.
- 3.12 The submitting author may request the replacement of their article with a revision by emailing info@res00.com.
- 3.13 If the author no longer stands by their article conclusions then they may request that the article is withdrawn in which case the article will remain viewable but will be marked as withdrawn.
- 3.14 In rare instances RES00 may withdraw publication of an article in the event of a legal dispute.



- 3.15 The Submitting author has made their own financial agreement with co-authors of an article and will collect the money on their behalf and distribute money to co-authors with respect to the submitting article.
- 3.16 RES00 shall not be liable for any losses or damages suffered by the Author due to the disclosure of any Authorised User Account passwords.
- 3.17 The Author shall remain primarily responsible and liable for all activities occurring under the User Accounts and the acts or omissions of any Author.
- 3.18 If the Author suspects that a third party has gained unauthorised access to access data, the Author shall inform RES00 immediately by sending an e-mail to info@RES00.com or such other e-mail as may be notified to the Author from time to time.
- 3.19 RES00 may Suspend or withdraw any Authorised User Accounts at its discretion, or on request by the Author.
- 3.20 The author shall not submit or issue any offensive inflammatory, discriminatory, or illegal comments or images. To do so will result in removal of material and suspension of privileges.

4. MARKETING

- 4.1 RES00, is not obliged to review any Advertiser Material or check their legality or accuracy.
- 4.2 RES00 will use reasonable endeavours to procure that Advertisers comply with any terms and conditions, or other requirements, applied by the Author to its promotion of Advertisers or their Products.

5. ACTIONS AND COMMISSIONS

- 5.1 The amount of any Commissions is as may be displayed on the Interface. CPA Commissions in respect of article views will be determined as either:
 - 6.1.1 Proprtional to the author's article views divided by the total article views within a calendar month, as set out on the Interface.
- 5.2 Commissions shall only be due for invoicing and payment:
 - on receipt by RES00 of the corresponding payment in respect to a request by the author on the interface.
- 5.3 Without prejudice to any other rights or remedies of RES00, if RES00 reasonably suspects that any Commissions paid under this Agreement have been generated in breach of this Agreement, RES00 may set off or deduct the amount of such Commissions from any future payments due to the Author or from any funds held to the Author's account from time to time (whether under this Agreement or any other agreement between RES00 and the Author). Such deduction shall constitute a genuine pre-estimation of the loss suffered by RES00 as a result of the payment of such Commission in breach of this Agreement.



6. INVOICING AND PAYMENTS

6.1 RES00 will pay the Author:

6.1.1 Commissions in proportion to their article views according a monthly rate dependent on advertising revenue at that time.

6.1.2 Commission is dependant on the global advertising income and subject to fluctuation and time delay of at least 2 months form when the vies arose. RES00 cannot guarantee that an article published article will generate any commission for any period

6.2 Self-billing invoices for Commissions can be accessed by the Author via the Interface. Self-billing will be implemented as follows:

6.2.1 the Author agrees not to issue invoices for any Commissions and Bonuses generated under this Agreement;

6.2.2 RES00 may provide a copy of this Agreement to HM Revenue & Customs (or equivalent local tax authority) in order to evidence the self-billing arrangements between RES00 and the Author;

6.2.3 the Author will immediately notify RES00 if it transfers any part of its business as a going concern;

6.2.4 the Author will immediately update the Interface accordingly if it:

(a) stops being registered for VAT; or

(b) changes VAT number, regardless of the reason;

6.2.5 RES00 may engage third party service providers to administer the issuing of selfbilling invoices under this Agreement.

6.3 RES00 will pay all self-billed invoices subject to:

6.3.1 any minimum payment thresholds implemented by RES00 from time to time being satisfied;

6.3.2 the correct, accurate and complete bank and tax information of the Author being shown on the Interface;

6.3.3 the provision of any additional information reasonably requested by RES00 in respect of the Author's location or residence;

6.3.4 the payment not being subject to any internal audits or 'network quality' reviews from time to time.

6.4 All payments will be made to the bank account nominated by the author in the 'Payment Details' section of the respective Author Account on the Interface. RES00 is not obligated to take steps to verify the accuracy of bank account information provided by the author. Updates to bank account information may take up to two Business Days to take effect.

6.5 All sums payable under this Agreement shall be exclusive of VAT which, if applicable, shall be added at the appropriate rate. VAT shall be paid by the Party liable to pay VAT pursuant to applicable law. If payments under this Agreement are subject to withholding tax, RES00 is entitled to deduct the



appropriate amount from payments to the Author. The parties agree to work together on reducing any withholding tax, and, upon request, shall provide documents required for any reduction, exemption, reimbursement or deduction of withholding tax.

- 6.6 All amounts payable shall be paid in pounds. Any costs of currency conversion or losses caused by exchange rate fluctuations shall be borne by the Author. Payments will be made by RES00 in pounds to a third party service provider, who will subsequently convert the currency and transfer the converted payment to the Author's nominated bank account. The conversion rate that is used for such conversions will be below the official bank rates in order to cover the cost for this service.
- 6.7 The Author will immediately repay any amounts paid to the Author in error, or other than in accordance with the Author's rights under this Agreement.
- 6.8 Any underpaid Commission or Bonuses must be notified to RES00 immediately. Subject to clause 6.4, any underpaid Commission or Bonuses notified by the Author to RES00 within 12 months of the underpayment will be rectified. The Author hereby waives its right to recover any underpaid Commissions or Bonuses that the Author fails to report to RES00 within 12 months of the underpayment.
- 6.9 The following terms apply if the Author's tax residence is registered as the Republic of Turkey on the Interface:

7 AUTHOR'S RELATIONSHIP WITH ADVERTISERS

- 7.1 The Author's participation in WWW.RES00.COM does not create any contract between the Author and any Advertiser.
- 7.3 During the term of this agreement the Author will not, directly or indirectly, enter or attempt to enter into any agreement, understanding or other form of arrangement (whether express or implied) with any Advertiser.

8. WARRANTIES AND INDEMNITY

- 8.1 Each party warrants and undertakes to the other for the Term that:
 - 8.1.1 it has full power and authority to enter into this Agreement;
 - 8.1.2 it holds all licenses and approvals necessary for the performance of its obligations under this Agreement;
 - 8.1.3 it will perform its obligations under this Agreement in accordance with all applicable laws and using reasonable skill and care; and
 - 8.1.4 it will not make any false, misleading or disparaging representations or statements regarding the other party.
- 8.2 The Author warrants and undertakes to RES00 for the Term that:
 - 8.2.1 neither the Author, nor any of its officers or shareholders, have previously been party to an agreement terminated by RES00 or any RES00 Group Company for breach;
 - 8.2.2 no officer or shareholder of the Author has been an officer or shareholder of a company (or other entity) party to an agreement terminated by RES00 or any RES00 Group Company for breach;



8.2.3 all information about the Author set out in the Application Form or on the Interface is complete, true, accurate, not misleading and will be kept up to date;

8.2.4 the Author will operate in accordance with all applicable laws (including Advertising Standards and Data Regulation);

8.2.5 the Author shall comply with the Code of Conduct at all times;

8.2.6 the Author shall comply with all relevant tax laws;

8.2.7 the Author shall not use the Interface other than in accordance with the terms of the licences

granted under clause 9, nor use the Interface or any part of it to build a product or service which competes with the Interface or any part of it;

8.2.8 it is the owner or valid licensee of any Intellectual Property Rights appearing on the Author Service, and that no part of the Author Service infringes the rights of any third party; and

9.3 The Author will indemnify, defend and hold harmless RES00 and any RES00 Group Company (including its directors, employees, agents or contractors), from and against any claims, costs, damages, losses, liabilities and expenses (including legal fees) relating to any claims, actions, suits or proceedings by third parties against RES00 or any RES00 Group Company arising out of or related in any way to any breach by the Author of any of the warranties at clauses 8.1 and 8.2.

9. INTELLECTUAL PROPERTY

9.1 RES00 hereby grants to the Author a revocable, non-exclusive, non-sub- licensable, nontransferable, royalty-free, worldwide license to use the Interface to the extent necessary for the Author to participate in the publication of articles.

9.2 The Author will not, and will not attempt to, change, reverse engineer or create derivative works of the Interface or the advertising Code.

9.3 Each party reserves all of its right, title and interest to any of its Intellectual Property Rights licensed under this clause 9, or which it creates under this Agreement.

9.4 The Author shall use information and data obtained from and in connection with participating in the Agreement only for the purpose of this Agreement. Uses for any other purpose, or disclosure of such information and data are prohibited.

9.5 Either party may identify the other party in lists of clients or customers, and may use the other party's name and logo in marketing materials and presentations. Any other use shall require the prior written consent of the other party.

9.6 The Author shall make available to RES00 all requested information in respect of its use of the Interface, including, on at least 30 days prior written notice and during normal business hours, permitting RES00 or any relevant licensor of RES00, or any of their auditors or advisors, to attend the Author's premises in order to inspect the Author's systems and records to the extent determined by RES00 or any relevant licensor to be necessary to demonstrate the Author's use of the Interface complies with the terms of this Agreement.

10. CONFIDENTIALITY

10.1 Each party will only use Confidential Information to enjoy its rights or comply with its obligations under this Agreement. Save as set out in this Agreement, neither



party will disclose any Confidential Information. Confidential Information shall be kept confidential.

10.1 The obligations of confidentiality in this Agreement will not apply to Confidential Information to the extent it:

10.2.1 is in the public domain (other than as a result of a breach of this Agreement);

10.2.2 can be demonstrated as having been independently developed by the receiving party;

10.2.3 is published on the Interface in the implementation of and in accordance with this Agreement;

10.2.4 is required to be disclosed by law or a court order.

10.3 RES00 may disclose Confidential Information to RES00 Group Companies.

10.4 This clause will survive termination for five years.

11. DATA PROTECTION AND COOKIES

11.1 RES00 and the Author will comply with their respective obligations under Data Regulation and in accordance with the applicable data processing annex(es) to these Standard Terms.

12. LIMITATION OF LIABILITY

12.1 This clause 13 sets out the entire liability of RES00 its Group Companies and vicarious agents under or in connection with the Agreement. Claims for damages shall be excluded unless otherwise specified in this clause 12.

12.2 RES00 will not be liable for any losses of the Author if RES00's compliance with the Agreement is prevented by the acts or omissions of the Author.

12.3 Nothing in this Agreement limits or excludes the liability of RES00 in the event of culpable injury to life, limb or health, fraud, fraudulent misrepresentation or fraudulent misstatement or for mandatory statutory liability.

12.4 RES00 will not be liable to the Author for: loss of profit, business, goodwill, anticipated savings, goods, contract, use or data; losses arising from the acts or omissions of an Advertiser; or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.5 Except as expressly stated otherwise in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.6 The total liability of RES00 and its Group Companies in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement will be limited to the amount of Network Fee actually received by RES00 from Advertisers in respect of Commissions paid to the Author in the 12 month period preceding the date on which the claim arose.

12.7 The Network, the Interface, the Tracking Code, their use and the results of such use are provided "as is" to the fullest extent permitted by law. RES00 disclaims all express or implied warranties, including warranties of satisfactory quality and fitness for a particular purpose, which may be implied in respect of the Network,



the Interface, the Tracking Code, their use and the results of such use. The performance of the Network, the Tracking Code and the Interface relies on third parties beyond RES00's control, and in particular, the maintenance by Advertisers of the proper integration of the Tracking Code into Advertiser URLs. RES00 specifically disclaims any warranty:

- 12.7.1 that the use or operation of the Network, the Interface or the Tracking Code will be uninterrupted or error-free;
- 12.7.2 that the Tracking Code will be properly integrated into the Advertiser URLs;
- 12.7.3 that the Tracking Code accurately records Actions at all times;
- 12.7.4 in respect of the Advertiser Materials, including any warranty that the Advertiser Materials comply with Advertising Standards;
- 12.7.5 that defects will be corrected;
- 12.7.6 that the Network, the Interface or the Tracking Code are free of viruses or malicious code;
- 12.7.7 that any security methods employed will be sufficient;
- 12.7.8 in respect of any Advertiser or its technology and any third party or its technology; and
- 12.7.9 regarding correctness, accuracy, or reliability.

13. TERMINATION AND SUSPENSION

- 13.1 This Agreement will start on the Effective Date and continue until terminated in accordance with its terms.
- 13.2 Either party may terminate the Agreement on 30 days' written notice to the other party for any reason.
- 13.3 Without prejudice to its other rights or remedies, a party may terminate the Agreement immediately on written notice to the other party, if:
 - 13.3.1 the other party materially breaches this Agreement;
 - 13.3.2 the other party is deemed unable to pay its debts; steps are made to wind up, or appoint an administrator over, the other party; a third party becomes entitled to appoint a receiver over the assets of the other party; the other party negotiates with all or a class of its creditors, or proposes or enters a compromise with such creditors; or any similar or analogous event occurs.
- 13.4 RES00 may terminate this Agreement or Suspend the Author, immediately on written notice, if the Author:
 - 13.4.1 is reasonably suspected by RES00 to have breached any:
 - (a) of the warranties at clauses 8.1 and 8.2;
 - (b) part of the Code of Conduct.
- 13.5 RES00 may terminate this Agreement, immediately on written notice, if the Author undergoes a Change of Control.



14. CONSEQUENCES OF TERMINATION AND SUSPENSION

15.1 During any period of Suspension:

15.1.1 the Author is not permitted to access the Interface;

15.1.4 no payments will be made to the Author.

15.2 On termination of the Agreement:

15.2.1 each party will return or at the other party's option destroy all confidential information in its possession within five Business Days; and

15.2.2 unless terminated by RES00 under clauses 13.3 or 13.4, RES00 will pay all outstanding Commissions and Bonuses due to the Author;

15.2.3 by RES00 under clauses 13.3 or 13.4 all unpaid Commissions as of the date of termination, or accruing after the date of termination, shall be forfeited to RES00 irrevocably and the Author hereby waives any right or entitlement to recover such Commissions and Bonuses from RES00.

15.3 Termination of this Agreement will not affect any existing rights or remedies.

15.4 Clauses 1, 2, 5, 6, 7, 9.5, 9.6, 10, 11, 12, 14, 15 and 16 will survive termination of the

Agreement.

16. NOTICES

16.1 Notices given under this Agreement will be in writing and:

16.1.1 displayed by RES00 on the Interface;

16.1.2 delivered by the Author by hand or sent by pre-paid first-class post or recorded delivery post to RES00 at RES00's registered office;

16.1.3 delivered by RES00 by hand or sent by pre-paid first-class post or recorded delivery post to the Author at its notice address set out in the Application Form (or such other address as may be set out on the Author Account); or

16.1.4 sent by RES00 by email to the Author's notice email address set out in the Registration Form (or such other notice email address as may be set out on the Author Account).

16.2 A notice displayed by RES00 on the Interface will be deemed to have been received at the time of its display (or if displayed outside business hours, at 9 am on the first Business Day following display). A notice delivered by hand will be deemed to have been received when delivered (or if delivered outside business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received two Business Days after posting. A notice sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following dispatch).

17. GENERAL

17.1 RES00 may change the terms of this Agreement on 14 days' notice to the Author.



- 17.2 Certain functionalities or services offered by RES00 or third parties may be subject to additional terms. Such terms will be communicated to the Author before those functionalities or services are supplied, including by displaying on the Interface.
- 17.3 RES00 may set off any liability of the Author against any liability of RES00.
- 17.4 Time for performance of clauses 3.11, 4.6, 6.4.3, 6.4.4, 6.9, 14.1.2 and 14.2.1 are of the essence of this Agreement.
- 17.5 No party will be liable for any breach of this Agreement arising from circumstances beyond its reasonable control (a "**Force Majeure Event**"). If a Force Majeure Event continues for six months, the unaffected party may terminate this Agreement by giving 30 days' written notice to the other party.
- 17.6 The Author may not assign or subcontract its rights or obligations under this Agreement in whole or part without RES00's prior written consent. RES00 may assign or subcontract its rights or obligations under this Agreement, including to an RES00 Group Company.
- 17.7 Nothing in the Agreement constitutes a partnership or joint venture between the parties, nor constitutes a party the agent of the other. No party has authority to bind the other.
- 17.8 A Person who is not a party to this Agreement will not have any statutory rights under or in connection with it.
- 17.9 A counterpart of this Agreement executed and/or transmitted electronically shall be treated as fully binding and with full legal force and effect.
- 17.10 This Agreement constitutes the entire agreement between the parties relating to its subject matter, to the exclusion of the United Nations Convention on Contracts for International Sale of Goods.
- 17.11 This Agreement is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.
- 17.12 The Author is aware that this Agreement is originally drawn up in English. The Author is aware of and accepts that, in the event of any inconsistencies or differences of interpretation between the English version and a translated version, this English version shall always prevail.