

These are the terms and conditions on which we supply services to you. Please ensure that you read these conditions carefully, before you request us to provide you with our services.



SIGILLUS

LIFESTYLE MANAGEMENT

THIS TERMS AND CONDITIONS APPLY TO EVERYONE USES OUR SERVICES. BY REQUESTING OUR SERVICES AND PAYING OUR FEES YOU ARE ACCEPTING THESE TERMS AND CONDITIONS.

In these conditions, certain words are selectively presented in bold. They are defined as follows:

we, our, us or Sigillus: Sigillus Limited, a company registered in England at 9 Orme Court W2 4RL London, UK.

our agreement: these conditions, your membership application and our acceptance of your membership application.

cancellation period: 7 days from the date of payment of the membership fee or renewal fee or success fee.

conditions: these terms and conditions as amended from time to time.

engagement: means the engagement, employment or use of a candidate by you or any third party on a permanent or temporary basis whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement, or any other engagement directly or through a limited company of which the candidate is an officer, member or employee.

member: an individual registered as a member of Sigillus Club.

membership: membership of Sigillus Club.

minimum membership period: unless Temporary memberships and unless differently agreed in writing, one year from the date of your payment.

Sigillus Club: the membership club owned and run by us.

services: means the concierge and lifestyle management services and other services provided by Sigillus to its members as part of their membership, in accordance to our agreement.

special conditions: the special conditions of contract set out in your application form.

special instruction: an order placed by a member with us, for us to source the supply of goods and/or services on the member's behalf from a third party.

supplier: means a supplier engaged by Sigillus on behalf of and as agent for a member to provide goods and/or services to that member.

third parties services: the services to be provided on your instructions by suppliers engaged by us on your behalf.

writing: when we use the words "writing" or "written" in these terms, these include emails.

1. MEMBERSHIP APPLICATIONS

1.1. All membership applications are subject to acceptance by us at our sole discretion. We will notify applicants in the event that their application has been accepted. We are under no duty to disclose our reasons for rejecting any application.

1.2. You are obliged to provide us with correct personal details when you apply for the membership. Failure to do so may invalidate your membership and any subsequent transactions. Your responsibility to provide accurate information is a continuing obligation and you must notify us promptly in the event that any information provided by you in connection with your membership changes.

1.3. If your application is successful we will inform you promptly by e-mail.

1.4. Your membership is personal to you. You are responsible for ensuring that no one uses your membership.

1.5. Type of Membership:

- **Temporary Membership: initial NON REFUNDABLE fee of £ 600 plus VAT** per single request + extra fee related to the specific service required (education consultancy, household staff search, ticket bookings, etc.) and to be calculated each time. Sigillus will try its best to fulfill the special service required and will ask you to pay for a deposit fee in order to start the process. The deposit fee is always NON REFUNDABLE. A final success fee will be asked only and if the service will be successfully provided.

- **Platinum Membership: annual fee of £ 16,000 plus VAT:** Sigillus' Platinum Membership gives you access to our *Lifestyle & Concierge Services* and *Exclusive Events Services*. Luxury tailor-made travel experiences. Dedicated Lifestyle Manager available from Monday to Friday, 9am to 6pm. Personalised and proactive service. **Available up to 2 members of a family.**

- **Diamond Membership:** annual fee of £ 45,000 plus VAT: Sigillus' Diamond Membership gives you access to all our Services: *Lifestyle & Concierge Services, Exclusive Events Services, Real Estate & Interior Design Services, Staff Recruitment Services* and *Security Services. Luxury tailor-made travel experiences. One of our best Lifestyle Managers available 24 hours a day, 7 days a week. 1 Complimentary permanent household staff search. Available up to 4*

members of a family. You will still be responsible for paying the goods or services sold or provided by the third parties instructed by us on your behalf, for the full terms please refer to paragraphs 7 to- 8.15.3 of our Terms and Conditions.

2. YOUR MEMBERSHIP PERIOD

2.1. Your membership and your right to receive our services will start on the date in which your payment for the membership fee is credited.

2.2. Unless ended in line with clause 6 of these conditions, your membership will continue for the **minimum membership period** and, subject to the payment by you of the relevant fees, it will automatically extend for one year at the end of the minimum membership period (the "renewal period") and, after that, at the end of each renewal period.

2.3. If this agreement ends before the end of the minimum membership period or before the end of any subsequent renewal period, you will not have any right to receive a refund of the membership fee paid. This applies when this agreement comes to an end during the minimum membership period or renewal period as the case may be, *except if:*

- we end this agreement under clause 6.1 (termination on notice but without reason); or
- you end this agreement under clause 6.2 (termination with good reason); or
- we end this agreement because we are permanently unable to provide the services to you.

3. FEES, PAYMENTS AND RENEWALS

3.1. The membership fee shall be payable in full upon acceptance of your membership application.

3.2. You acknowledge that your payment of the membership fee constitutes your express request for us to begin to provide you with the services.

3.3. Membership fees are due on acceptance of your membership application and annually thereafter (the "renewal date"). Full payment will be taken by us annually in advance either by direct debit or payment by a credit or debit card from which you have authorised us to deduct such payment from, in accordance with the relevant invoice. When your membership is due for renewal, we may offer you to renew it for you automatically using the payment details you have already provided us with, unless we or you have advised otherwise. We will write to you at least 21 days before your membership expires and before taking any payment to confirm your renewal membership fee and terms. If you do not wish to renew your membership, you must write or call us before your renewal date to let us know. It is not possible to offer automatic renewal with all payment methods so please check your renewal invite for further details. If we are unable to offer renewal terms we will write to you at your last known address to let you know. You hereby expressly authorise us to deduct renewal membership fees up to 5 days prior to and including your renewal date.

3.4. If you do not wish to renew your membership you must notify us at least 5 days prior to your renewal date.

3.5. Sigillus reserves the right to refuse to provide the services should any payment due under this agreement not be received.

3.6. All our fees are NON REFUNDABLE.

4. CANCELLATION DURING THE CANCELLATION PERIOD

4.1. You have the right to cancel your membership until the expiry of 7 days after the day of payment of the membership fee or any renewal fee ("cancellation period"), and we would ask that you inform us of your decision in writing.

4.2. If you cancel your membership within the cancellation period, you will be reimbursed for the membership fees paid, less deductions for any services we have provided up until the day you informed us of your decision to cancel your membership and for the administrative costs of setting up and then cancelling your membership.

5. UPGRADES

- 5.1. If, during the course of your current membership, you wish to upgrade your membership to a higher level of membership, your request to upgrade will be treated as a new membership application, and a new minimum membership period will start upon our acceptance of upgrading your membership.
- 5.2. If during the course of your current membership we reasonably request you to upgrade your membership based on your usage of the services, the difference in price between the two categories of membership will be payable on a pro-rata basis.

6. ENDING THIS AGREEMENT AND REFUNDS

- 6.1. We may end this agreement by giving you 30 days' notice in writing. You must pay any outstanding amount due to us for the services provided during the notice period.
- 6.2. You may end this agreement by writing to us if:
- you are a Platinum or Diamond Member;
 - we tell you that there will be an increase in the member fee and you write to us within one month of us informing you about the increase;
 - we change this agreement to your material detriment. This includes (i) increasing our fees by more than 10%; or (ii) changing or withdrawing services. We will write to you if either of the two apply and you will have to write to us within a month of us informing you of the change, withdrawal or increase;
- 6.3. We may end this agreement at any time by writing to you if:
- within seven days of us asking you in writing, you do not do something fundamental that you have to do under this agreement (for example paying our fees for additional services, or refusing to upgrade if we deem reasonable for you to do so on the basis of your usage of the services);
 - we are permanently unable to provide the services to you;
 - there is a risk that the services may be significantly delayed because of events outside our control.
- 6.4. When this agreement comes to an end:
- Your will no longer be a member of Sigillus Club,
 - We will stop providing you with the services,
 - You will not be entitled to a pro-rata refund of your membership fee, except if: (i) we end this agreement under clause 6.1; or (ii) you end this agreement under clause 6.2. In these two situations we will refund you the membership fee paid for the minimum period or, if applicable, the renewal period on a pro-rata basis. This means that we will refund you with any amounts that you have paid to us in advance that relate to any remaining and unexpired period of your membership. However, you will still be responsible for paying the amounts due in connection with services provided by us in relation to a special instruction.
- 6.5. If we terminate this agreement by giving you 30 days' notice pursuant to clause 6.1, you will be entitled to receive a pro-rata refund of the membership fee paid. This means that we will refund you with any amounts that you have paid to us in advance, which relate to any remaining and unexpired period of your membership. However, you will still be responsible for paying the amounts due in connection with services provided by us in relation to a special instruction.

7. HOW WE PROVIDE OUR SERVICES

- 7.1. We will provide our services to you with reasonable care and skill and, as far as reasonably possible, in accordance with your instructions from time to time.
- 7.2. We reserve the right of refusing to accept your **special instruction** at our sole discretion. If we are unable to deal with any special instruction, we shall inform you of this as soon as practicable.
- 7.3. If no time is agreed for the performance of a specific service, we will perform it within a reasonable time. If you set a time, we will endeavour to meet the reasonable deadlines imposed by you, but you understand that time will not be of the essence and that we will not be responsible for delays outside our control. If the performance of our services is affected by such events we will do our best to inform you in order to try to minimise the effects of any delay.

8. SPECIAL INSTRUCTIONS – THIRD PARTIES SUPPLIERS

- 8.1. If you request us to source goods or services on your behalf, we will act as your agent. You will need to place a **special instruction** with your dedicated lifestyle manager in writing by email. In placing a special

instruction you authorise us to act as your agent and to deduct any relevant amount from your payment card. You are always responsible for the purchases we make on your behalf.

- 8.2. Payment for all goods and services will be due immediately upon acceptance of the order by the relevant **supplier**.
- 8.3. We reserve the right of refusing to accept your special instruction at our sole discretion. If we are unable to deal with any of your special instructions we will let you know promptly.
- 8.4. You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or requesting **third party services** are correct and that the debit, credit and/or payment card you use from time to time is your own and that you have sufficient funds to cover the costs of the product or service. **We are not liable for any loss, damage, costs, expenses or other claims for compensation incurred by you and arising from special instructions or any other instructions given by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any breach of our agreement by you.**
- 8.5. From time to time the procurement or provision of certain services, products or benefits may incur our additional services fee or handling charge depending on the level of your membership and the terms applicable to you; in such event, you hereby authorise us to debit your payment card with any such handling charges or, alternatively, to invoice you in respect of such fees or charges.
- 8.6. You understand that the contract for the supply of goods and/or services made as a result of a special instruction is between you and the relevant **supplier** and we are not a party to such contract. Any goods or services (including, for example and without limitation: security services, event tickets, package holidays, special exclusive events/experiences such as Augusta National or the Oscars, travel tickets, hotels, personal trainers' sessions, ski trainers' sessions, works of art, furniture) purchased by us on your behalf as your agent will be subject to the terms and conditions of those third party suppliers (for example theatre, security company, travel or holiday operator, art gallery). **We will not be responsible to you if a supplier does not accept to refund you.**
- 8.7. **You agree to indemnify and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages and expenses suffered or incurred by us and/or arising from your failure to discharge any liabilities under any agreement with a third party supplier.**
- 8.8. Where we negotiate a discount, rebate, commission or referral fee we will not be required to pass on any discount or rebate or commission or referral fee to you. You acknowledge that we may accept commission or referral fees on goods or services we source from third party suppliers for you.
- 8.9. **Placing reservations at clubs and restaurants.** This service is part of our Lifestyle and Concierge Services.
- 8.9.1. When booking restaurants or clubs through our service, you agree that the restaurant/club where the reservation is made will not refund you the money paid to secure your place should you cancel the booking within 24 hours of the time the reservation is made for. Should members repeatedly fail to attend their booking or violate the restaurant/club cancellation policy, we can decide to deny any of their requests at our sole discretion.
- 8.9.2. When booking restaurants/clubs through our service, you authorise us to take payment from your card for the amount of the forfeited deposit paid by us to the restaurant/club on your behalf as a result of your cancellation of the booking.
- 8.9.3. The club supplier has sole discretion on admitting or refusing admission for members to attend their premises. Should a member be refused admission Sigillus will not be held liable.
- 8.10. **Appointing Sigillus as your agent for BOOKING/BUYING TICKETS FOR EVENTS:** This service is part of our Exclusive Events Services.
- 8.10.1. Our ticket agent partners may be able to provide premium tickets for you even when events are sold out. By instructing us to obtain said tickets you agree to buying tickets above their face value. The price charged to you may include service charges payable to us in respect of our provision of services to obtain the tickets from our agent partners.
- 8.10.2. **You understand that Sigillus is not the seller of the tickets/special packages and it is not responsible for the fulfillment of your order. The entity issuing the tickets and our ticket agent partners will have their own terms and conditions which will bind you, not Sigillus.** These may include terms stating that sales of tickets are conclusive and no refunds shall be issued at all. It is not possible for us to request or receive the refund on your behalf. Only if the event is cancelled by the artist or promoter, you may be able to obtain a face value refund of the specific ticket.
- 8.10.3. Your tickets will be despatched at standard rates through delivery agents instructed by either us or our agent partner. We will not be liable should the delivery agents fail to deliver your tickets in time or at all.

- 8.11. **Appointing Sigillus as your agent for FINE ART & ANTIQUES SERVICES:** if you instruct us to act as your agent to procure the services of professionals and/or consultants in the fine art and antiques businesses or to source the supply, purchase, delivery and/or installation of a work of art, you will be responsible to pay us a fee of the 5% of the total cost of the project to which your special instruction relates, including (without limitation) the costs of any work of art acquired by you (or any entity connected or controlled by you) from a supplier introduced by us, and all costs charged to you by the selected supplier, including (without limitation) professionals and consultants' fees and expenses but excluding any Value Added Tax paid by you on those costs and expenses. Our fees become due and payable to us upon you entering into binding agreements with any of such suppliers, professionals and/or consultants.
- 8.11.1. Unless otherwise agreed in writing you will reimburse us for any reasonably incurred expense and disbursement at cost plus any handling charge incurred by us.
- 8.12. **Appointing Sigillus as your agent for REAL ESTATE & INTERIOR DESIGN SERVICES:**
- 8.12.1. *Real Estate Services:* if you instruct us to act on your behalf to search for a property to purchase/rent you will be responsible to pay us a success fee calculated by applying the percentage of the 2% to the agreed purchase price of the property or the annual rent, as the case may be. The success fee will become payable on exchange of unconditional contracts for the sale of the property (or for the sale of shares), in relation to a tenancy agreement, on the day the tenancy agreement is signed. The success fee is exclusive of VAT which will be charged on the success fee, where applicable.
- 8.12.2. A property may be introduced directly or indirectly as a result of our activities and you will be liable to pay the success fee even if you purchase or rent a property introduced to you up to one year after you have ceased to be a member.
- 8.12.3. We strongly recommend you to take appropriate independent legal and other advice, such as (without limitation) that offered by solicitors, surveyors, valuers and other specialists before you enter into any agreement for the purchase or rent of a property. The services provided by us are not intended as a substitute to obtain advice from such professionals and no liability is accepted, for example, for any defects in the legal titles or any physical defect of the property and its fixture and fittings, or restrictions, covenants that may be found to burden the property or make it unsuitable for your purposes.
- 8.12.4. Unless otherwise agreed in writing you will reimburse us for any reasonably incurred expense and disbursement at cost plus any handling charges incurred by us.
- 8.12.5. *Interior Design Services:* if you instruct us to act as your agent to procure the services of an interior designer/architect and/or for advice on and/or for procurement of delivery and/or installation of furniture, fittings and equipment ("FF&E") from third parties, you will be liable to pay us a fee calculated by applying the percentage of 10% to the total cost of the project in relation to which you have instructed us including (without limitation) any building works, repairs or maintenance works and decoration works of any kind together with the price of the supply, delivery and installation of any FF&E, professionals and consultants' fees (but excluding any VAT payable thereupon). Our fees become due and payable to us upon you entering into binding agreements with any of such suppliers, professionals and/or consultants.
- 8.12.6. Unless otherwise agreed in writing, you will reimburse us for any reasonably incurred expenses and disbursements at cost plus any handling charges incurred by us.
- 8.12.7. In providing our Interior Design Services we will apply the standard of care provided for at clause 7.1 of these conditions. We will have no liability in respect of your FF&E and any related services including (but not limited to) as to whether your FF&E: (a) conforms with its description or specification; (b) is free from material defects in design, material and workmanship; is of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and/or is fit for any purpose held out by your FF&E's supplier.
- 8.12.8. Unless otherwise expressly agreed, we will have no liability to any third party in connection to the making of any payments to the third party in regard to your FF&E. This includes not being liable to make payment to suppliers, installers or other parties in connection with your FF&E.
- 8.12.9. You agree to indemnify and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages and expenses suffered or incurred by us and/or arising from your failure to discharge any liabilities under an agreement with a supplier, deliverer, installer or other party in connection with your FF&E on any grounds.
- 8.13. **Appointing Sigillus to provide STAFF RECRUITMENT SERVICES:** if you appoint us to source and introduce to you candidates to be engaged by you such as nannies, maternity nurses, governesses, housekeepers, domestic couples, butlers, chefs, house managers, personal assistants, and the introduction results in the engagement of the candidate, you will have to pay us an introduction fee calculated by applying the percentage of the 18% to the total gross annual salary of the candidate engaged. **Our fees become due and payable to us upon you entering into a binding agreement with a candidate introduced, directly or indirectly, by us.**
- 8.13.1. We shall act as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing candidates to you for direct engagement by you.
- 8.13.2. Introductions of candidates are confidential. If you disclose a candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an engagement of the candidate by the third party within twenty-four months of the introduction by us of the candidate to you, then you will be liable to pay us an introduction fee in accordance with clause 8.13.
- 8.13.3. Where prior to the commencement of an engagement you and us agree that the engagement will be on the basis of a fixed term of less than twelve months, the introduction fee will apply pro-rata. If you extend the engagement beyond the initial fixed term, you shall be liable to pay a further introduction fee based on the additional remuneration applicable for the extended period of engagement.
- 8.13.4. If you re-engage a candidate within fifty-two weeks from the date of termination of the agreed period of the fixed term engagement, you shall be liable to pay a further introduction fee based on the additional remuneration applicable for the period of the second and any subsequent engagement, provided that you shall not be liable to pay a greater sum in total in amounting to introduction fees than you would have been liable for had the candidate first been engaged for twelve months or more.
- 8.13.5. **Cancellation of Booking:** We will charge a cancellation fee equal to 25% of the full Placement Fee or two week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate before the candidate has accepted the offer. We will charge a cancellation fee equal to 50% of the full Placement Fee or four week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate after the candidate has accepted the offer but before the candidate agreed start date. We will charge a cancellation fee equal to 100% of the full Placement Fee if you terminate the engagement with a candidate after the candidate has accepted the offer and his/her agreed start date.
- 8.13.6. If you have requested that we begin the performance of the services (for example if you request us to commence immediately the search for a suitable candidate) during the "cancellation period", you shall be liable to pay us an amount which is in proportion to the services that have been performed to the date on which you have communicated to us your cancellation of/withdrawal from this contract, in comparison with the full coverage of the contract. In particular if we have introduced to you at least one candidate during the cancellation period:
- we will charge a cancellation fee equal to 25% of the full placement fee or two week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate before the candidate has accepted the offer;
 - we will charge a cancellation fee equal to 50% of the full placement fee or four week's remuneration, whichever is the greater, if you withdraw an offer of engagement made to a candidate after the candidate has accepted the offer but before the candidate agreed start date;
 - we will charge a cancellation fee equal to 100% of the full placement fee if you terminate the engagement with a candidate after the candidate has accepted the offer and his/her agreed start date;
 - even if no offers were made by you to any of the candidate(s) introduced by us we will charge a cancellation fee of [insert amount] plus VAT.
- 8.14. **Appointing Sigillus as your agent for SECURITY SERVICES:** if you appoint us to act as your agent to procure the services of a provider of security or private intelligence services, you will be responsible to pay us a fee calculated by applying the percentage of the 15% to the total cost (excluding VAT) charged by the security services provider in relation to the project in relation to which you have instructed us including, for example (and without limitation), the security services providers' consultancy fees, costs and disbursements.
- 8.14.1. Our fees become due and payable to us upon you entering into binding agreements with any of such suppliers, professionals and consultants.

8.14.2. You will be solely responsible for the instructions given to the Security providers.

9. LIMITATION OF LIABILITY

- 9.1. We are responsible to you if our negligence causes death or personal injury.
- 9.2. Except for fraud or where our negligence causes death or personal injury, we will not pay more than the fees you paid to us in the previous 12 months for each claim or a series of related claims. This being said, we are responsible to you only for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer and that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might have happened, for example, in the case where you discussed the particular matter with us during the sale process.
- 9.3. We are not responsible for business losses. We only supply the services to you for domestic and private uses. If you use the services for any commercial, business or re-sale purposes, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you are running a business and require our services, please contact us and we will provide you with the relevant terms and conditions applicable to you.
- 9.4. The terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude under any agreement.
- 9.5. This clause 9 will survive the end of your membership and our agreement.

10. WHY WE NEED YOUR INFORMATION, HOW WE WILL USE IT AND WHO WE WILL SHARE IT WITH

- 10.1. We need your information and that of others you name on any special instructions in order to provide you with quotations and to provide our services. Your information comprises of all the details we hold about you and your transactions and it also includes information we obtain about you from third parties. We will only collect the information we need so that we can provide you with the services you expect from us.
- 10.2. We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. We will do that in order to provide you with the best possible products and service experience.
- 10.3. During the course of our dealings with you we may need to use the information we hold in our system about you and that of others you name on the Membership Application to:
- provide the services;
 - process your payment for such services;
 - comply with our legal and regulatory obligations;
 - develop our products services system and relationship with you;
 - record you preferences in respect of products and services;
 - record and recover any debt you may have outstanding from current or any previous dealings you had with us or any of our brands;
 - prevent and detect crime including anti-money laundering and financial sanctions;
 - share the information with third party suppliers in order to provide the services and to process your special instructions;
 - if you agreed to the above during the membership application process and agreed to us informing you about similar products or services that we provide, you may stop receiving these communications at any time by contacting us;
 - we do not disclose your information to anyone outside Diana Group except where we have informed you in advance and have obtained your permission, or where we are required or permitted to do so by the law, or when transferring rights and obligations under this agreement.

For more details on how we use your information please read the private policy on our website.

11. GENERAL

- 11.1. **Complaints:** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at +44(0)207 7929177 or write to us by email at lifestyle@sigillus.com or by post at 9 Orme Court, Bayswater, London, W2 4RL.
- 11.2. **Assignment and subcontracting:** You may not license or transfer any of your rights under our agreement. We may transfer, assign or subcontract our rights and obligations under our agreement to another third party or agent.

We will always tell you in writing if this happens and we will ensure that the transfer will not affect any of your rights under our agreement.

- 11.3. **Waiver:** Even if we delay the enforcement of this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these conditions, or if we delay in taking steps against you in respect of you breaking this contract, this will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to settle such payment at a later date.
- 11.4. **Severance:** If a court finds part of our agreement invalid or illegal, the rest of it will continue to be in force. Each of the terms of these conditions and our agreement operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining terms will remain in full force and effect.
- 11.5. **Variations:** We may change the services or introduce new terms or fees to reflect changes in relevant law and regulatory requirements or to implement minor technical adjustments and improvements. We will do our best to ensure that these changes will not affect your use of the services. In addition, as described above, in these conditions we may make more substantial changes to the services or the terms of our agreement, but if we do so, we will inform you and you may contact us in order to end the contract and receive a refund pursuant to the terms of our agreement, before the changes take effect.
- 11.6. **Governing law and jurisdiction:** These terms and conditions will be subject to English Law. To the extent possible in any applicable jurisdiction both you and we agree that the courts of England will have non-exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with our agreement.

Terms of Business Sigillus Limited, version updated on 1st December 2016

I have read and agree to the following:

This agreement covers my Membership and all services ordered from or provided by Sigillus and it is made up of Sigillus' **Term and Conditions** and this membership application/special conditions of contract. This agreement is for the minimum membership period as shown on my Membership application. It starts from the date in which payment of the Membership Fee is received by Sigillus and it may end by Sigillus giving 30 days' written notice. However, if it ends before the end of the minimum period I will not have any right to receive a refund of the Membership Fee paid except in the limited circumstances set out at clause 6 of these terms. These are as follows:

- If Sigillus ends this agreement by giving me 30 days' written notice (as detailed in clause 6.1); or
- If I end this agreement due to a specific thing that Sigillus has done as detailed in clause 6.2.

In these two circumstances Sigillus will provide me with a pro-rata refund of the Membership Fee paid by me. I understand that this means that Sigillus will refund me with any amount that I have paid them in advance that relates to any remaining and unexpired period of my membership. However, I will still be responsible for paying the amounts due in connection with services provided by Sigillus. It is my right to cancel my Membership within 14 days from the date of payment of the membership fee (or renewal fee) (Cancellation Period). I understand and agree that if I cancel my Membership during the Cancellation Period I will be reimbursed for my Membership Fee, less any deductions for the services Sigillus has performed up until receiving my notice. I also understand and agree that Sigillus will charge a reasonable administrative fee for processing my membership application and subsequent cancellation.

Limitation of responsibility. Except for fraud or where Sigillus' negligence causes death or personal injury, Sigillus' responsibility is limited to the fees paid by me to Sigillus in the previous 12 months for each claim or series of related claims.

Right to cancel. If you are a consumer you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise your

right to cancel, you must inform us [*PLEASE ADD, NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS*] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Personal data. Sigillus may use and share my personal information as described in clause 10.