

## 1. General

**16.1** These Terms may be assigned or subcontracted by PaymentsCompliance at any time.

**16.2** PaymentsCompliance reserves the right to modify these Terms at any time. Any changes to these Terms shall be notified to you in writing or by electronic communication.

**16.3** PaymentsCompliance reserves the right to make amendments or improvements to or withdraw or correct any error or omission in the Materials and/or on the Website or any part thereof, without notice.

**16.4** These Terms and any documents expressly referred to herein shall constitute the entire agreement between you and PaymentsCompliance in respect of your use of the Website and the Services.

**16.5** You acknowledge that in entering into these Terms you have not relied upon any warranty, undertaking, promise or representation made by or implied from anything said or written whether on the Website, the internet or in negotiation between you and PaymentsCompliance except as expressly set out in these Terms.

**16.6** If any of these Terms is determined by any competent authority to be unlawful, invalid or unenforceable for any reason whatsoever and to any extent, such term, condition or provision shall to that extent be severed from the remaining Terms, conditions and provisions which shall continue to be valid to the fullest extent permissible by law.

**16.7** These Terms supersede any prior terms and conditions, agreement, understanding or arrangement between you and PaymentsCompliance, whether oral or in writing.

**16.8** These Terms are governed by and shall be interpreted in accordance with English law, and you agree that, where any dispute arises out of or in connection with these Terms, you shall submit to the exclusive jurisdiction of the English courts.

**16.9** If PaymentsCompliance fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any right or remedy provided for under these Terms, such failure shall not constitute a waiver of any such right or remedy and shall not relieve you of compliance with such obligations.

**16.10** A waiver by PaymentsCompliance of any default shall not constitute a waiver of any subsequent default.

**16.11** No waiver by PaymentsCompliance of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**16.12** These Terms are not intended to benefit anyone other than the parties to it, and no term of this contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms.

