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5.3. Subject to clause 5.2 and 5.6, irrespective of the cause or form of action, BAR’s aggregate, cumulative liability for any claims, losses, or damages arising out of any negligence, breach of statutory or legal duty or breach of this EULA shall in no circumstances exceed £50.

5.4. Authorised User accepts that BAR has an interest in limiting the personal liability of BAR’s officers and employees and, having regard to that interest, Authorised User acknowledges that BAR is a limited liability entity; Authorised User agrees that it will not bring any claim personally against BAR’s officers or employees in respect of any losses suffered in connection with this EULA (this will not, limit or exclude the liability of the limited liability entity itself for the acts and omissions of BAR’s officers and employees).

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5.5.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
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5.5.4. exclude any liabilities that may not be excluded under applicable law.

5.6. Authorised User agrees to indemnify, defend and hold BAR harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any third-party claim or legal action taken against BAR related to or in any way connected with any use of the Licensed Materials or the Platform by the Authorised User or any failure by the Authorised User to perform its obligations in relation to this EULA. Regardless of the cause or form of action, the Authorised User may bring no action arising from this EULA more than six (6) months after the cause of action arises.

6. UNDERTAKINGS BY BOTH PARTIES

6.1. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

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7.3. Termination of this EULA in whole or in part will not affect those clauses which are intended by their nature to survive termination and continue to have effect (in accordance with their express terms or otherwise indefinitely).

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9.5. The invalidity or un-enforceability of any provision of this EULA shall not affect the continuation or enforceability of the remainder of this EULA.

9.6. BAR’s waiver, or failure to require performance by the Authorised User, of any provision of this EULA will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

9.7. This EULA shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this EULA will be subject to and within the jurisdiction of the courts of England and Wales.

9.8. Except as otherwise explicitly set forth herein, the relationship of the parties hereto will be that of independent contractors. Except as otherwise explicitly set forth here, nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties or subject the parties to any implied duties, rights or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party except as expressly provided in this EULA.

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