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10 Indemnity

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Any failure by you (or anyone acting on your behalf) to comply with any of these Terms will result in the immediate termination of any licence granted to you under these Terms.

Termination of these Terms and/or any such licence granted to you shall be without prejudice to any rights and/or obligations which may have accrued prior to termination and any rights and/or obligations which expressly or by implication are intended to commence or continue in effect on or after termination.

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You hereby acknowledge and agree that IAASA shall have no liability arising out of any alleged wrongful termination of any licences granted to you under these Terms. You hereby waive any claim or cause of action arising out of any termination of any such licence and you release IAASA and its affiliates, successors, assigns and their respective officers, directors, employees and agents from any and all such claims and causes of action.

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These Terms operate to the fullest extent permissible by applicable law. If any provision (or part thereof) of these Terms is unlawful, void or unenforceable, that provision (or part thereof) is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions (or part thereof).

Nothing in these Terms shall be construed to create a partnership or agency relationship between you and IAASA and you shall not have the right or authority to incur any liability, debt or cost or enter into any contracts or other arrangements in the name of or on behalf of IAASA.

You may not assign or otherwise transfer any of your rights or obligations under these Terms without the prior written consent of IAASA, and any attempted assignment or transfer without such consent will be void. IAASA may assign, sub-contract or novate any of its rights and/or obligations under these Terms and you hereby agree to promptly execute any and all documents necessary or desirable for that purpose.

If IAASA fails to insist that you perform any of your obligations under these Terms, or if IAASA does not enforce its rights against you, or if IAASA delays in doing so, that will not mean that IAASA has waived its rights against you and will not mean that you do not have to comply with those obligations. If IAASA does waive a default by you, IAASA will only do so in writing, and that will not mean that IAASA will automatically waive any later default by you.

These Terms express the entire agreement between us and you.

13 Governing law

You hereby agree that the formation, interpretation and operation of these Terms and all matters, claims, disputes or issues arising out of or in connection with these Terms, are subject to Irish law and you submit to the exclusive jurisdiction of the Irish Courts. Notwithstanding the foregoing,

nothing in these Terms shall limit the right of IAASA to seek provisional, interim or protective relief in the courts of another State or Ireland or the right of IAASA to bring enforcement proceedings in another State on foot of an Irish order for provisional, interim or protective relief.

14 Contacting us

If you have any questions regarding these Terms please contact us using the following information:

The Secretary
Irish Auditing & Accounting Supervisory Authority
Willow House
Millennium Park
Naas, Co Kildare
W91 C6KT
Republic of Ireland

or

info@iaasa.ie

These Terms were last amended: 31 January 2017