
TERMS OF SALE

BACKGROUND:

These Terms of Sale set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to business customers through this website and our affiliated websites which include but are not limited to, <https://aaronhenriques.com> and <https://getgrowingonline.com> and any sub-domains (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

Please pay particular attention to: sub-Clause 6.1 about how payments are charged during checkout for one-click purchases; sub-Clause 7.2.1 about paying via payment plans (split payments); sub-Clause 8.6 about Money Back Guarantees when selecting a split payment option; and sub-Clause 8.7 relating to one-to-one and group coaching.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Paid Content”	means the digital content sold by Us through Our Site either on a Subscription basis or as single one-off sale basis. This will also include access to resources off of Our Site for such things as group or one-to-one coaching, or events hosted on Zoom or in person or similar;
“Subscription”	means a subscription to Our Site providing access to Paid Content either on a recurring basis or a one off sale providing access to Paid Content;
“Subscription Confirmation”	means Our acceptance and confirmation of your purchase of a Subscription;

- “Subscription ID”** means the reference number for your Subscription;
and
- “We/Us/Our”** means Aaron Henriques Limited, a company registered in England under 12786304, whose registered address is 82 Wandsworth Bridge Road, London, SW6 2TF.

2. Information About Us

- 2.1 Our Site is owned and operated by Aaron Henriques Limited, a limited company registered in England under 12786304, whose registered address is 82 Wandsworth Bridge Road, London, SW6 2TF.

3. Access to and Use of Our Site

- 3.1 Access to some of Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms of Use <https://aaronhenriques.com/terms-of-use/>. Please ensure that you have read them carefully and that you understand them.

4. Business Customers and Consumers

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Paid Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession). If you purchase any Paid Content on Our Site, you agree that you are a business customer either a registered company, partnership etc or a sole trader business. You may not opt-out from being a business customer on Our Site and We may not see any information you enter on an order form.
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Paid Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Subscriptions, Paid Content, Pricing and Availability

- 5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 30 day’s before the change is due to take effect that will effect your Subscription. If you do not agree to such a change, you may cancel the

Contract as described in sub-Clause 11.1.

- 5.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform you at our own discretion if We feel it is necessary to do so, before the changes are due to take effect.
- 5.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.9 regarding VAT, however). Prices may vary on the same Paid Content depending on how you came to the sales page where you purchased the Paid Content or for special offers.
- 5.6 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond, however if you've been given access prior to responding, we may suspend your access. If We do not receive a response from you within 48 hours, We will automatically bill you the correct price for the order.
- 5.7 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.4.
- 5.8 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions and renewals will be charged at the new price.
- 5.9 Prices on Our Site checkout page are shown inclusive of VAT where applicable. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 5.10 Where any Paid Content refers to Lifetime Access or similar, this refers to being accessible for as long as Our Site remains online and functional. If at any time your access is removed due to the Content no longer being available, you will not be entitled to any refund, voucher or any other compensation whatsoever. If a court finds that you are entitled to some financial

reimbursement or compensation, you agree that this will be limited in all cases without exception to a maximum of £500 in total per person.

- 5.11 Where any Paid Content provides access for a limited period of time, your access to Our Site will be restricted after the limited period has elapsed, unless you purchase another Subscription to access the Paid Content.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase. You may be offered limited time offers which will include one-click purchases where clicking on the button to purchase will immediately charge your bank card without any additional confirmation steps. **Please ensure that you have checked your order carefully before submitting it and that you click the link to reject any upsells, down sells or offers provided during your checkout.**
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you. We retain the right to cancel a subscription without notice and for any reason. If we do this, we will inform you (and may not offer a reason) and will aim to provide a refund within 14 calendar days.
- 6.4 Subscription Confirmations shall contain the following information:
- 6.4.1 Your Subscription ID (or order ID);
 - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
 - 6.4.4 The duration of your Subscription (including the start date, and the renewal date where applicable);
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.
- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method

that you used when purchasing your Subscription or by any other means We may choose at Our sole discretion.

7. Payment

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation.
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
 - 7.2.1 We may offer the ability to pay via a payment plan which may be referred to as a split payment (or similar wording). If you purchase any Paid Content or Subscription using such a payment plan, the full balance remains due and you will be charged automatically for each split payment on the due date without prior notice. You may not cancel a payment plan. A payment plan is different from a recurring subscription which is where payment is made at regular intervals to continue to have access to any Paid Content.
 - 7.2.2 For Subscriptions which are paid on a recurring basis until cancelled, you will be charged at the frequency stated on the payment page at the time you place your order. Where a subscription has a minimum duration that you may subscribe for, you must continue to pay on each payment due date until the minimum term is met. Recurring payment Subscriptions will continue until cancelled in writing by you. If a payment is taken for a Subscription and you wish to cancel, the cancellation will take effect on the date of the next Subscription payment becoming due.
- 7.3 We accept the following methods of payment on Our Site:
 - 7.3.1 Debit or Credit Card;
 - 7.3.2 Paypal (for some Subscriptions);
- 7.4 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.4. If you do not make payment within 24 hours of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable immediately.
- 7.5 If you believe that We have charged you an incorrect amount, please contact Us at support@aarohenriques.com as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

8. Provision of Paid Content

- 8.1 Paid Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
- 8.2 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:

- 8.2.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
 - 8.2.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or
 - 8.2.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.3.
- 8.3 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you that it is going to last) for more than 28 days, you may end the Contract as described below in sub-Clause 11.2.
- 8.4 We may suspend provision of the Paid Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 24 hours of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend provision of the Paid Content, We will inform you of the suspension. You will continue to be charged for any Paid Content while provision is suspended.
- 8.5 We do not offer any form of trial or money-back guarantee unless specifically stated for an individual Subscription or Paid Content. Where it is offered, it is subject to the terms and conditions which are shown on the sales page at the time of purchase. We reserve the right to withdraw or amend any trial or money-back guarantee for any reason, including if We believe it is being abused.
- 8.6 **Money-back guarantees are not available on Paid Content where a payment plan or split payment Subscription has been selected subject to sub-Clause 7.2.1.**
- 8.7 If you have paid for any one-to-one or group coaching, the coaching may take place across a variety of channels including but not limited to video conference software, social media, telephone calls and email. Any one-to-one or group coaching will be subject to the following terms and conditions:
- 8.7.1 Each coaching program has a limited time period and limited scope which will be stated to you prior to you paying for the program, and cannot be extended or put on hold for any reason;
 - 8.7.2 You are responsible for ensuring that you follow any parts of the program schedule and any actions asked by you to proceed to further parts of the program. We are not responsible for checking you have completed any action steps or parts of the program We have requested you undertake;
 - 8.7.3 Where group participation is required, all members of the group are required to remain respectful of each other and shall not in any way become abusive or rude to other group members.
 - 8.7.4 We reserve the right to remove access to parts of or all of our program if We feel you have been disrespectful, disruptive, rude or aggressive towards Us or any other person undertaking any of our training programs and you will not be entitled to any level of refund or

extensions;

8.7.5 All and any video conference calls or telephone calls will be recorded and are subject to sub-Clause 9.3 below;

8.7.6 For the avoidance of doubt, any content provided to you remains subject to Clause 9 below.

9. Licence

9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).

9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:

9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

9.2.2 You may not recreate, or substantially recreate or pass off anything which is similar to any part of the Paid Content for your own or any other persons gain either financially or otherwise.

9.3 Any videos, testimonials, images, video conference calls, emails, social media posts or similar which are submitted via Our Site or on any platforms you are invited to by Us or any meetings arranged for coaching calls or similar, will become our sole intellectual property and will be treated the same as other content in sub-Clause 9.1 and 9.2. You agree that you transfer all legal rights to Us so that We can use any of the content for our own purposes including promotions without notice to you. If anything is of a sensitive nature this should be highlighted before the end of the day that the information was recorded or transmitted to Us. Once the information has been publicised by Us in any way, then We are under no obligation (and may not be able to) to remove it upon your request.

10. Ending Your Subscription

10.1 You may cancel your Subscription at any time outside of any advertised minimum subscription durations, however subject to Clause 11 (outlining your rights to cancel arising due to something done by Us), We do not offer any refunds as standard (unless covered by a money-back guarantee) and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

10.2 You may not cancel any Subscription where a payment plan or split payment has been selected as the payment method. The full amount will remain due as stated in sub-Clause 7.2.1

10.3 If you wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation via email. Cancellation by email or by post is effective from the date on which you send Us your message.

10.4 We may ask you why you have chosen to cancel and may use any answers

you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.

- 10.5 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 10.6 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription or any other method We may decide at our own discretion.

11. Ending the Contract Because of Something We Have Done (or Will Do)

- 11.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Content (as described in sub-Clauses 5.1 or 5.3), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Content until that date.
- 11.2 If We have suspended availability of the Paid Content for more than 28 days, or We have informed you that We are going to suspend availability for more than 28 days, you may end the Contract immediately, as described in sub-Clause 8.3. If you end the Contract for this reason, We will issue you with a pro-rata refund for the duration of you missing the Paid Content as long as its not due to something you have done for example, non-payment.
- 11.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See sub-Clause 13.2.6 for more information. If you end the Contract for this reason, We will issue you with a pro-rata refund for the duration of you missing the Paid Content.
- 11.4 If We inform you of an error in the price or description of your Subscription or the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a pro-rata refund.
- 11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 11.6 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation via email or our contact form. If you would prefer to contact Us directly to cancel, please use the following details:
 - 11.6.1 Email: support@aaronhenriques.com;
In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 11.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.8 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.

- 11.9 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

12. Our Liability

- 12.1 Subject to sub-Clause 12.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 12.2 Subject to sub-Clause 12.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either £500 or 50% of the total sums paid by you under the contract in question, whichever is the greater sum.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.
- 12.4 We make no guarantees or representations as to the results you will achieve and are in no way liable to you for your own performance or results you achieve from any of our Paid Content. Any testimonials or examples shown in our Paid Content or any free content for marketing purposes are illustrative only and results are not typical. You are responsible for ensuring that you educate yourself from a variety of sources before taking any action and you are responsible for ensuring that you comply with all local, national and international laws and regulations. We advise that you seek your own professional and legal advice.

13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

13.2.5 If the event outside of Our control continues for more than 28 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;

13.2.6 If an event outside of Our control occurs and continues for more than 14 days and you wish to cancel the Contract as a result, you may do so via email. If you would prefer to contact Us directly to cancel, please use the following details:

Email: support@aaronhenriques.com;

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

14. Communication and Contact Details

14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at support@aaronhenriques.com.

14.2 For matters relating the Paid Content or your Subscription, please contact Us by email at support@aaronhenriques.com.

14.3 For matters relating to cancellations, please contact Us by email at support@aaronhenriques.com.

15. Complaints and Feedback

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:

15.2.1 By email, addressed to FAO Aaron Henriques at support@aaronhenriques.com;

16. How We Use Your Personal Information (Data Protection)

16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and

how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy <https://aaronhenriques.com/privacy-policy/>.

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 11.1 above).

18. Law and Jurisdiction

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.