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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;
- 5.5.3. limit any liabilities in any way that is not permitted under applicable law; or
- 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

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7. TERM AND TERMINATION

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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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