



Contract Express Terms and Conditions

Addendum to Terms and Conditions of Business – Legal Services and Corporate Administration

1 Introduction and Definitions

- 1.1 Unless otherwise defined herein or in the Authorised Person T&C (available [here](#)), defined terms shall have the same meaning as set out in the Ogier Terms and Conditions applicable to you and which are available [here](#).
- 1.2 Ogier Legal Shared Services Limited, a member of the Ogier Group, has been granted a licence by the Software Provider for itself and on behalf of Ogier Group to use the Software Provider's software to create, operate and develop Contract Express.
- 1.3 Ogier Legal Shared Services Limited, for itself and on behalf of Ogier Group, is permitted by such licence to allow Clients, Client Entities and Authorised Persons to access and use Contract Express.
- 1.4 Ogier Legal Shared Services Limited, for itself and on behalf of the Ogier Group, has the right to grant a sub-licence to the Client, Client Entities and its Authorised Persons to use and access Contract Express.

2 Application of Terms and Conditions and Variation

- 2.1 These Terms and Conditions apply to the operation and access to Contract Express and should be read in conjunction with any Client Agreement. Unless expressly agreed otherwise or expressly set out herein in the event of any inconsistency between these Contract Express Terms and Conditions and any Client Agreement, the terms of the Client Agreement shall prevail.
- 2.2 Provision of Contract Express shall constitute a Service for the purposes of the Client Agreement.
- 2.3 We reserve the right to vary these Terms and Conditions from time to time, including during the course of the provision of the Services, without your prior consent. These Terms and Conditions and any future variations will be published by way of public notice to all current and prospective clients. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such variations.
- 2.4 Each Authorised Person is required to accept the Authorised Person Terms and Conditions on access to Contract Express. Such terms and conditions are incorporated herein by reference. In the event of any inconsistency between the Contract Express Terms and Conditions and the Authorised Person Terms

and Conditions, the terms of the Contract Express Terms and Conditions shall prevail.

3 Grant of Licence

- 3.1 In connection with the provision of Contract Express as a Service, Ogier shall grant a non-exclusive, non-transferable, revocable, limited license to the Client and each Authorised Person to use and access Contract Express in accordance with these Terms and Conditions and in respect of the Client Entities notified from time to time.

4 Authorisation of Authorised Persons

- 4.1 You authorise Ogier to allow those persons notified to Ogier to use and access Contract Express.
- 4.2 Ogier may rely on Proper Instructions in providing access to Contract Express to Authorised Persons. In providing those Proper Instructions the person providing such instruction is warranting that they have full capacity and authority to do so. It shall be a conclusive presumption that any person presenting valid authentication credentials to access the Client Service Portal has been so authorised unless Ogier has been notified to the contrary.
- 4.3 By authorising Ogier to allow Authorised Persons to use and access Contract Express you are agreeing to those Authorised Persons having access to the Content.
- 4.4 You undertake to inform Ogier immediately in the event that any Authorised Person has ceased or will cease to be entitled to be an Authorised Person and that such Authorised Person's access to Contract Express should be restricted or revoked. Upon receipt of such notification Ogier shall take such steps as is necessary to revoke or restrict such access. Ogier will not be liable for any loss, injury, claim, liability or damage arising as a result of non-delivery or a delay in us receiving such notification.
- 4.5 Ogier may regulate and restrict access in accordance with its access and security procedures in effect from time to time, including requiring entry of Security Information.

5 Confidentiality and Data Protection

- 5.1 In addition to the Data Protection and Confidentiality provisions made in the Client Agreement and those in the Authorised User Terms and Conditions, you consent on your own behalf and on behalf of any Client Entity

and any officers, employees, associates (and where applicable family members) to:

- (a) disclosure or transfer by Ogier of Client Information and information relating to its Authorised Users' use of Contract Express to employees of Ogier, Ogier's Authorised Users, other persons reasonably necessary, or as required by law; and
- (b) the processing and disclosure of data by Ogier (and third parties engaged by Ogier, including the Software Provider) for the purposes of the administration and management of Contract Express and compliance with applicable procedures, laws and regulations.

5.2 You acknowledge that Client Information may be stored, processed and maintained by the Software Provider on servers in a number of different countries and that it may be necessary to send such Client Information from one country to another. In this regard, you explicitly consent to the transfer of all Client Information into and out of any such countries, which may not provide an adequate level of protection for the rights of the data subject.

6 Deletion of Your Content

6.1 Subject to our record retention policy and unless we advise you in writing, Your Content will be automatically deleted within thirty (30) days commencing (at the earliest) from the date of creation of a document within Contract Express.

7 Termination

7.1 The provision of Contract Express may be terminated by Ogier immediately upon notice to you and shall automatically terminate upon termination of the Client Agreement.

7.2 On termination for any reason all rights granted to the Client, Client Entity and any Authorised Person under this licence shall cease and the Client, Client Entity and any Authorised Person shall cease all activities authorised by this licence

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