



Diligent Boardpacks Terms and Conditions

Addendum to Terms and Conditions of Business – Corporate Administration

1 Introduction and Definitions

1.1 Unless otherwise defined herein or in the Authorised Person T&C link [here](#), defined terms shall have the same meaning as set out in the Ogier Global Terms and Conditions available [here](#).

1.2 Ogier Global has the right to grant a sub-licence to the Client, Client Entities and Authorised Persons to use and access the Diligent Boardpacks portal.

2 Application of Terms and Conditions and Variation

2.1 These Terms and Conditions apply to the operation and access to the Diligent Boardpacks portal 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 Terms and Conditions and any Client Agreement, the terms of the Client Agreement shall prevail.

2.2 Provision of access to the Diligent Boardpacks portal 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 [here](#) 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 the Diligent Boardpacks portal. Such terms and conditions are incorporated herein by reference. In the event of any inconsistency between these Terms and Conditions and the Authorised Person Terms and Conditions, the terms of these Terms and Conditions shall prevail.

3 Grant of Licence

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

4 Authorisation of Authorised Persons

4.1 You are responsible and liable for the actions and omissions of your Authorised Persons as if they were your actions or omissions.

4.2 You authorise Ogier to allow Authorised Persons to use and access the Diligent Boardpacks portal. By authorising Ogier to allow Authorised Persons to use and access the Diligent Boardpacks portal you are agreeing to those Authorised Persons having access to the Content.

4.3 It shall be a conclusive presumption that any person presenting valid authentication credentials to access the Diligent Boardpacks portal has been and continues to be so authorised. It is your responsibility to periodically review the list of Authorised Persons in order to identify any persons who have ceased to be entitled to be an Authorised Person. Ogier will restrict, revoke or terminate an Authorised Person's access to the Diligent Boardpacks portal if instructed to do so by you.

4.4 Ogier will not be liable for any loss, injury, claim, liability or damage arising as a result of any failure by you or delay by you to instruct Ogier to restrict, revoke or terminate an Authorised Person's access.

4.5 We do not permit (a) anyone other than the relevant Authorised Person to use an account established for them and in their name; or (b) access through a single name, email address or account being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorised use.

4.6 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 Instructions and Commencement of Workflows

5.1 Without limiting the general application of the Ogier Global Terms and Conditions to the provision of the Diligent Boardpacks portal as a Service, you expressly acknowledge that section 3 (Proper Instructions) apply to any instructions or information given via the Diligent Boardpacks portal.

5.2 For this purpose, we deem that each Authorised Person giving instructions or commencing workflows is authorised to do so.

5.3 Any requests received via the Diligent Boardpacks portal are irrevocable unless Ogier is on actual notice that you wish to revoke such

requests and has acknowledged receipt of any revocation. We do not accept any liability for any indirect or consequential loss suffered by you or for any loss as a result of any delay in us receiving your instruction, any revocation of requests, or any inability to use, interruption to or non-availability of the Diligent Boardpacks portal.

6 Disclaimer

6.1 The Diligent Boardpacks portal and the Content is provided on an "as is" and "as available" basis.

6.2 To the fullest extent of law, we:

- (a) expressly disclaim all warranties, including the warranties as to satisfactory quality and fitness for a particular purpose;
- (b) disclaim all responsibility to you or any third party for any loss, injury, claim, liability or damage of any kind resulting from, arising out of or any way related to any errors in or omissions from the Diligent Boardpacks portal or the Content, the unavailability of the Diligent Boardpacks portal or the Content;
- (c) shall not be liable to you or any third party for any loss, injury, claim, liability or damage of any kind resulting from your use of the Diligent Boardpacks portal or the Content; and
- (d) shall not be liable to you or any third party for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever in any way due to, resulting from, or arising in connection with the use or the inability to use the Diligent Boardpacks portal or the Content or arising from any delays, inaccuracies, errors in, or omission of any Content, or for any actions taken or not taken in reliance on the Content or by reason of non-performance or interruption, or termination of access to the Diligent Boardpacks portal or the Content.

6.3 Whilst we make every effort to check that the Diligent Boardpacks portal is free of viruses and other forms of malware, you must take your own precautions to ensure that the processes which you employ for accessing the Diligent Boardpacks portal do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. It is always wise for you to run an antivirus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from the Diligent Boardpacks portal.

6.4 Furthermore, we cannot accept any responsibility for the physical security of any computer being used to access the Diligent Boardpacks portal (or for the associated data residing on any such computer or in the browser being used to access the Diligent Boardpacks

portal), including any responsibility for security or privacy breaches arising from or caused by the mismanagement of your passwords by you or any other Authorised Person. Authorised Persons should use particular caution when accessing the Diligent Boardpacks portal from a public or shared computer so that others are not able to view or record their password or any other personal information.

7 Termination

7.1 The provision of the Diligent Boardpacks portal 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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