

## **Authorised Person Terms & Conditions**

The Diligent Boardpacks portal, including all of its Content is made available by a member of the Ogier Group (**we** or **us**). The Client's use of the Diligent Boardpacks portal and your access to and use of the Content is subject exclusively to the following terms and conditions (the **Terms and Conditions**).

The term 'you' or 'your' refers to the Client, or user, viewer or person accessing the Diligent Boardpacks portal as applicable.

If you do not accept the Terms and Conditions you must immediately stop using the Diligent Boardpacks portal. The Terms and Conditions and Privacy Policy may be amended by us from time to time. These Terms and Conditions were last updated in July 2022.

Access to the Diligent Boardpacks portal is restricted to Authorised Persons only. Access or attempted access by any person other than an Authorised Person is strictly prohibited.

Any person using the Diligent Boardpacks portal who, as a Client (as defined in the Ogier Terms and Conditions [here](#)) or otherwise subject to the Ogier Terms and Conditions, shall use the Diligent Boardpacks portal in compliance with those Terms and Conditions which shall, to the extent applicable, also apply to the use by an Authorised Person of the Diligent Boardpacks portal. To the extent that there is any inconsistency between these terms and conditions and the Ogier Terms and Conditions, the Ogier Terms and Conditions will apply.

### Defined Terms

Unless defined in these terms, any defined terms shall have the meaning as set out in the Ogier Terms and Conditions.

**Authorised Person** means those individuals (whether personnel of the Client or any other Persons) who are authorised by the Client to have access to and use the Diligent Boardpacks portal and the relevant part of the Content.

**Client** shall mean the Client as defined in the Ogier Terms and Conditions.

**Content** shall mean the Ogier Content and/or Your Content (as applicable).

**Diligent Boardpacks portal** means the electronic gateway available to Authorised Persons at <https://csp.www.diligentboards.com> or such other address or electronic means as may apply from time to time to access or upload certain documentation and information and provide instructions or commence work flows through a secure site.

**Intellectual Property** means patents, trademarks, trade name, service mark, service name, copyrights, source code, topography rights, rights to extract information from databases, design, design rights, look and feel, moral rights, know how, trade secrets and rights of confidence, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

**Ogier Content** means the contractual, legal, statutory, know how or other documentation and materials and all information contained in the Diligent Boardpacks portal which has been loaded onto, created, edited, modified, generated by or otherwise produced by Ogier or by an Authorised Person or any other Person as a result of the Diligent Boardpacks portal, but for the avoidance of doubt does not include Your Content.

**Ogier Group** means Ogier Legal Limited Partnership, Ogier Global Holding Company Limited, separate partnerships each called "Ogier" in the British Virgin Islands, Cayman Islands, Guernsey, Hong Kong, Ireland, London, Jersey and Luxembourg and each of their subsidiaries and undertakings and any successor to them.

**Ogier Terms and Conditions** are the Ogier terms and conditions which are relevant and applicable to you only (and which are available here).

**Personal Data** means personal data as defined in the respective national data protection laws implementing or reflecting the principles set out in Regulation (EU) 2016/679, all other data and information to which any applicable regulations apply which has been included in the Content and data collected during the course of an Authorised Person's use of the Diligent Boardpacks portal.

**Security Information** means the unique username, password and any authentication codes produced by any dual factor authentication software utilised from time to time to enable access to the Diligent Boardpacks portal.

**Software Provider** means Diligent Board Books Limited or any successor.

## 1 Licence

As an Authorised Person you are granted a non-exclusive, non-transferable, revocable, limited license to access and use the Diligent Boardpacks portal in accordance with these Terms and Conditions. We may terminate this license at any time for any reason.

## 2 Confidentiality, Purpose and Acceptable Use

You acknowledge that much of the Content is confidential and you undertake to treat such information as confidential and not share or distribute any confidential Content except to persons authorised to receive such Content. If you have been provided with access to any Content by mistake or that you reasonably believe you are not entitled to, you must not use it for any purpose and you should notify us immediately.

The Diligent Boardpacks portal and the Content is made available to you only in the capacity for which you have authority to access and use the Diligent Boardpacks portal and the Content. You may only use the Diligent Boardpacks portal and the Content for the purposes for which you are authorised, including where that purpose and capacity is as a service provider to the Client or a Client Entity. Depending on that capacity, you may be subject to confidentiality and purpose obligations with respect to the Content which are outside the scope of these Terms and Conditions.

In your use of the Diligent Boardpacks portal and the Content you undertake:

- (a) to comply with all applicable laws and regulatory requirements;
- (b) to take all reasonable actions to prevent unauthorised use of or access to the Diligent Boardpacks portal including taking reasonable measures to ensure the security and use of your Security Information;
- (c) not to leave your computer or other communication device through which you access the Diligent Boardpacks portal unattended whilst connected;
- (d) to ensure that you close the browser and log out when you have finished using the Diligent Boardpacks portal;
- (e) not to use the Diligent Boardpacks portal in any way that might infringe our or any third party's rights or give rise to a legal claim against us by a third party;
- (f) not to copy, modify, download, distribute or decompile (except to the extent permitted by law) the software through which the Diligent Boardpacks portal is provided;
- (g) not to use the Diligent Boardpacks portal for any purpose that is unlawful or prohibited by the Terms and Conditions, including but not limited to circulating, sending, or uploading any information or data which may be in contravention of any applicable law or regulatory requirement;
- (h) not to damage, interfere with or disrupt the Diligent Boardpacks portal or do anything that may interrupt or impair its functionality;
- (i) not share your Security Information with anyone else;
- (j) to inform us immediately if your Security Information is lost or stolen or you believe or suspect any actual or attempted unauthorised access to the Diligent Boardpacks portal;
- (k) to provide true, accurate, up to date and complete information to us. It is your responsibility to inform us immediately of any changes to that information; and

- (l) to use appropriate virus checking software when using the Diligent Boardpacks portal and in your communication with us via the Diligent Boardpacks portal.

Except to the extent you are authorised or legally entitled to do so, you must not copy, store in any medium, distribute, transmit or modify the Content or the Diligent Boardpacks portal or in any way exploit commercially all or any part of the Content or the Diligent Boardpacks portal.

You must not use the Diligent Boardpacks portal in any way that causes, or may cause, damage to the Diligent Boardpacks portal or impairment of the availability or accessibility of the Diligent Boardpacks portal, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not sell on or share use of the Diligent Boardpacks portal, or any part of it, with any person. In addition, you will not use (other than to the extent permitted by applicable law) any Content or other materials (of whatever nature) contained or capable of being downloaded from the Diligent Boardpacks portal to develop, design, produce, manufacture, sell and/or distribute any product of whatever nature nor will you permit any third party to do any of the above.

You may not create a link to the Diligent Boardpacks portal from another website or document without Ogier's prior written consent.

### **3 Intellectual Property**

- (a) Certain elements of the Ogier Content, such as Ogier's how to guides, video demonstrations and know how belong to Ogier and may be protected by Intellectual Property rights owned by Ogier. In respect of that Ogier Content: Except as expressly provided, nothing contained herein shall be construed as granting to or conferring on you or any third party any licence or right to such Intellectual Property.
- (b) Ogier shall retain all right, title, interest and Intellectual Property in and to such Ogier Content. You may not share, distribute, sell or transmit such Ogier Content nor alter, modify or adapt it other than to the extent permitted by this Agreement or by applicable law.
- (c) You may download the Ogier Content to a single personal computer, and to print a hard copy of the Ogier Content, solely for personal, non-commercial use, provided all copyright, trade mark and other proprietary notices are left intact. Any other use of any of the Ogier Content including reproduction (for any purposes other than those noted above), modification, distribution, or republication, without the prior written permission of Ogier is strictly prohibited, and may be a violation of Ogier's Intellectual Property rights.
- (d) If you download any Ogier Content, the documents or information, including but not limited to any images or files incorporated in or generated by such documents or information, and data accompanying the documents or information, such downloading shall be subject to the limited licence set out herein.

You grant us and other Authorised Persons a non-exclusive, transferable, sub-licensable, royalty-free irrevocable worldwide license to use Your Content for the purposes of administration of the Client or other purposes as may be agreed with you from time to time.

### **4 Conditions, Warranties and Representations**

We do not represent, guarantee or warrant (whether express or implied at law) that the Diligent Boardpacks portal or the Content will be complete, error-free, accurate, up to date, reliable, uninterrupted, free of viruses or other harmful components.

You acknowledge and agree that the technology and software supporting the Diligent Boardpacks portal is provided by the Software Provider and that your access to and the availability of the Diligent Boardpacks portal is subject to the terms of and service provided by such Software Provider.

We do not represent, guarantee or warrant (whether express or implied at law) that the Content or the Diligent Boardpacks portal is appropriate for use in any jurisdiction. By accessing or using the Diligent Boardpacks portal and using the Content, you warrant and represent that you are legally entitled to do so.

No information on the Diligent Boardpacks portal should be construed as a promotion or solicitation for any services or for the use thereof which is not authorised by the applicable laws and regulations of your place of citizenship, domicile or residence.

You acknowledge and agree that we shall not be bound by the Content and that we reserve the right at any time to change, move or remove or limit access to the Content or any part of it without notice. Any Content accessed or provided is for your information only, shall not be construed as providing any advice and should not be relied upon in the making or refraining from making any decision or taking or refraining from taking any action.

In particular there may be delays between Ogier receiving information or instructions or the completion of transactions and the appropriate amendments being made to the Content.

Notwithstanding the foregoing, any reliance placed upon any part of the Content is at your risk.

To the extent that you or a third party wishes to rely on the Content or any part of it you should advise Ogier who may be able to verify certain aspects of the Content.

Certain links on the Diligent Boardpacks portal may lead to sites maintained by third parties over which Ogier has no control. Ogier makes no representations as to the operation, accuracy, completeness or any other aspect of the information contained on such third party sites (or sites linked to such sites) and shall not be liable for any loss or damage arising from your reliance upon such information.

In accessing those third party sites you may be subject to terms and conditions other than these terms and conditions and that these terms and conditions will not apply to such websites.

## **5 Liability and Disclaimer**

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

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.

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.

## 6 Provision of Information and Documentation

You must ensure that any document or content that you upload, provide to us for uploading, or provide to us via the Diligent Boardpacks portal (**Your Content**) complies with all laws and regulations, does not infringe the Intellectual Property rights or other rights of any person and is free of viruses or other harmful components.

We do not monitor, review or approve Your Content or the content uploaded or provided by other Authorised Persons who are not employees of Ogier. We do not accept any responsibility for Your Content or the content uploaded or provided by any other Authorised Person who is not an employee of Ogier, including any view, opinions or information contained therein.

You shall at all times during your use of the Diligent Boardpacks portal act in accordance with any applicable data protection law and shall comply with any policy introduced by Ogier to comply with such laws. Except to the extent you are permitted by law or authorised to do so, you must not publish any information or personal data in relation to any third party.

When providing instructions or commencing workflows you undertake that you have the appropriate authority to do so.

## 7 Data Protection and Privacy Policy

In making the Diligent Boardpacks portal available for your use, we may collect, process and store materials, data (including Personal Data), information and content relating to you. Your Personal Data will be processed in accordance with the Ogier Privacy Statement which is available [here](#). In relation to your use of the Diligent Boardpacks portal, we act as data controller of the following information, and for the following purposes:

In order to provide you with access to the Diligent Boardpacks portal we collect the following information on the basis of contractual necessity. In order to monitor and audit log ins we collect and use the following information on the basis of our legitimate business interests.

We collect the information from you, from a Client on your behalf or automatically through the use of your device:

Data	Purpose
Full name	Allow secure access to the system Monitor log ins Notify you of updates Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal
Organisation name	Allow secure access to the system Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal
Email address	Allow secure access to the system Monitor log ins Notify you of updates Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal
Mobile telephone number	Allow secure access to the system Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal

IP address and approximate location	Allow secure access to the system Monitor log ins Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal
Date and time of visit	Allow secure access to the system Monitor log ins Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal
Device and operating system	Allow secure access to the system Monitor log ins Provision of the services and furtherance of the purposes of the Diligent Boardpacks portal

## 8 General

### Invalidity and Severability

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

### Governing Law and Jurisdiction

This Agreement and all matters arising from shall be governed by and construed in accordance with the laws of Jersey without giving effect to any principles of conflict of law. You hereby irrevocably that the Courts of Jersey are to have exclusive jurisdiction in respect of any disputes which may arise out of or in connection with this Agreement, the Terms and Conditions or the Diligent Boardpacks portal. You hereby agree that the place of performance of this Agreement is Jersey.

### Assignment

Ogier may assign its rights and obligations under the Terms and Conditions and upon any such assignment it shall be relieved of any further obligation hereunder.

### Termination and Suspension

Ogier may immediately suspend or terminate your right to access and use of the Diligent Boardpacks portal without notice or warning if, in its sole discretion, it considers that you have acted in breach of any of the Terms and Conditions or that there is a risk that you may. This is without prejudice to any other rights and remedies that Ogier may have.

Ogier also reserves the right to change, suspend or discontinue any aspect of the Diligent Boardpacks portal, including the availability of any feature, information or content or restrict your access to any or all parts of the Diligent Boardpacks portal at its discretion without notice or liability at any time.

### Changes to Terms and Conditions

We may at any time and from time to time change, alter adapt, add or remove portions of these Terms and Conditions and, if we do so, will post any such changes on the Diligent Boardpacks portal. Your continued use of the Diligent Boardpacks portal following any such change shall be deemed and constitutes your acceptance of those changes and you acknowledge and agree to be bound to the current version of the relevant Terms and Conditions at all times and that unless stated in the current version of the Terms and Conditions, all previous versions shall be superseded by the current version.

### Waiver

No failure of either party to exercise, and no delay by either party in exercising, any right, power or remedy in connection to this Agreement (each being a **Right**) will operate as a waiver thereof, no will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of these Terms and Conditions shall not be deemed to be a waiver of any subsequent breach.

July 2022