



## The Trust Hub

### Authorised Person Terms and Conditions

#### 1 Introduction and Definitions

- 1.1 The Trust Hub including all of its Content is made available by Ogier (**we** or **us**). Use of the Trust Hub and your access to and use of the Trust Hub is subject exclusively to the following terms and conditions (the **Terms and Conditions**).
- 1.2 The term '**you**' or '**your**' refers to the Trustee Client, or user, viewer or person accessing the Trust Hub as applicable.
- 1.3 If you do not accept the Terms and Conditions you must immediately stop using the Trust Hub.
- 1.4 The Terms and Conditions and Privacy Policy may be amended by us from time to time. These Terms and Conditions were last updated in October 2022.
- 1.5 Access to the Trust Hub is restricted to Authorised Persons only. Access or attempted access by any person other than an Authorised Person is strictly prohibited.
- 1.6 **Authorised Person** means those individuals who are persons employed by or associated with and authorised by the Trustee Client to have access to and use the Trust Hub, the relevant part of the Content and in certain circumstances the ability to instruct Ogier;
- 1.7 **Content** means the documentation and materials and all information contained in the Trust Hub which has been loaded onto, created, edited, modified, generated by or otherwise produced by Ogier;
- 1.8 **Instruct Account** means an account associated with an email address (whether group or individual) where Authorised Persons with the associated Security Information for the account are authorised to instruct Ogier;
- 1.9 **Intellectual Property** means patents, trade marks, 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;
- 1.10 **Ogier Group** means Ogier Legal Limited Partnership, Ogier Global Holding Company Limited, separate partnerships or limited liability 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.

- 1.11 **Personal Information** has the meaning set out in Ogier's privacy policy [here](#) and includes Your Information as defined at clause 8 below.
- 1.12 **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 Trust Hub;
- 1.13 **Trust Hub** means the electronic gateway available to Authorised Persons at <https://trusthub.ogier.com> or such other address as may apply from time to time to access certain documentation and information and provide instructions to Ogier through a secure site;
- 1.14 **Trustee Client** means a trust company client of Ogier who has entered into a contract with Ogier with respect to the provision of the Trust Hub in accordance with the applicable terms and conditions.
- 1.15 **View Only Account** means an account associated with an email address (whether group or individual) where Authorised Persons with the associated Security Information for the account are able to view Content only and not instruct Ogier.

#### 2 Access Rights

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

#### 3 Purpose and Acceptable Use

- 3.1 Depending on your category of account you may use the Trust Hub for accessing the Content and providing instructions to Ogier on the basis of these Terms and Conditions.
- 3.2 The Content is made available to you for the purposes only and in the capacity for which you have authority to access and use the Trust Hub and the Content. You are granted a limited licence to download the Content to a single personal computer, and to print a hard copy of the Content, solely for personal or internal training purposes or non-commercial use provided the Content is not altered in any way and all copyright, trade mark and other

proprietary notices are left intact. If you download any 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.

- 3.3 You may share the Ogier Overview, the Guides and the Jurisdictional Comparisons on a specific and limited basis with your clients or potential clients. Without the prior written permission of Ogier any other use of any of the Content including reproduction (for any purposes other than those noted above), sharing, modification, distribution, or republication, is strictly prohibited and is a violation of Ogier's intellectual property rights. Where any Content is modified, shared, distributed or republished you must ensure that such Content is not altered in any way, such materials clearly shows the Ogier name and logo and no charge is made.
- 3.4 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 Trust Hub 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.
- 3.5 You must not use the Trust Hub in any way that causes, or may cause, damage to the Trust Hub or impairment of the availability or accessibility of the Trust Hub, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.6 You must not sell on or share use of the Trust Hub, or any part of it, with any person.
- 3.7 You may not create a link to the Trust Hub from another website or document without Ogier's prior written consent.

#### **4 Intellectual Property**

You acknowledge and agree that:

- 4.1 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 Intellectual Property rights in the Content or the Trust Hub.
- 4.2 Ogier and or its licensors shall retain all right, title, interest and Intellectual Property in and to the Trust Hub and the Content. You may not distribute, sell or transmit the Content not alter, modify or adapt the Content other than to the extent permitted by this Agreement or by applicable law.

- 4.3 You acknowledge and agree that all Intellectual Property in relation to the Trust Hub and the Content is the property of Ogier or its licensors or other members of the Ogier Group.

#### **5 Access to and Use of the Trust Hub**

- 5.1 We do not represent, guarantee or warrant (whether express or implied at law) that the Content or the Trust Hub is appropriate for use in any jurisdiction. By accessing or using the Trust Hub and using the Content, you warrant and represent that you are legally entitled to do so.
- 5.2 No information on the Trust Hub 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.
- 5.3 Where you are an Authorised Person with access to an account which is associated with a group email address these undertakings apply to you in your personal capacity and you must not share Security Information with anyone who is not an Authorised Person. The Trustee Client is responsible for controlling who is entitled to become or becomes Authorised Persons.
- 5.4 You undertake:
- (a) to comply with all applicable laws and regulatory requirements relating to your use of the Trust Hub;
  - (b) to be responsible for and take reasonable measures to ensure the security and use of the Security Information including so as to prevent unauthorised use or access;
  - (c) to take all reasonable actions to prevent unauthorised use of the Trust Hub;
  - (d) not to leave your computer or other communication device through which you access the service unattended whilst connected to the Trust Hub;
  - (e) to ensure that you close the browser and log out when you have finished using the Trust Hub;
  - (f) not to use the Trust Hub 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;
  - (g) not to copy, modify, download, distribute or decompile (except to the extent permitted by law) the software through which the Trust Hub is provided;
  - (h) not to use the Trust Hub 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;

- (i) not to deface, mark, alter, modify, vary (including varying the sequence of), damage or destroy in any way any Content;
- (j) not to damage, interfere with or disrupt the Trust Hub or do anything that may interrupt or impair its functionality;
- (k) not share your Security Information with anyone else;
- (l) 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 Trust Hub;
- (m) 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.
- (n) To use appropriate virus checking software when using the Trust Hub and in your communication with us via the Trust Hub.

5.5 Certain links on the Trust Hub 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.

5.6 Some pages in the Trust Hub may contain hypertext links to websites not maintained by us. You are reminded that when you enter other websites via such hypertext links, 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.

## **6 Provision of Information and Documentation**

6.1 You must ensure that any other document or content that you upload, provide to us for uploading, or provide to us via the Trust Hub 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.

6.2 Any requests received via the Trust Hub are irrevocable unless Ogier is on actual notice that you wish to revoke such requests. 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 Trust Hub.

## **7 Confidentiality**

7.1 Subject as provided above and below, you undertake to treat all Intellectual Property that Ogier has in the Trust Hub and the Content, and any and all information which has been or may be derived from or obtained from any such Content, as confidential (Confidential Information).

7.2 The above provisions do not apply to any Confidential Information which you can prove:

- (a) is already known to the recipient;
- (b) is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by breach of these Terms and Conditions; or
- (c) is required to be disclosed under any applicable law or regulation, any order of a court with jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or supervisory body

## **8 Data Protection and Privacy Policy**

8.1 In making the Trust Hub available for your use, we may collect, process and store materials, data (including Personal Information), information and content relating to you (Your Information). You acknowledge that Your Information will be used and protected as set out in Ogier's privacy policy available [here](#).

8.2 Your Information includes:

- (a) Information you give us by filling in forms or corresponding with us. It includes information you provide when you register to use the Trust Hub. The information you give us may include your name, address, email address and phone number.
- (b) Information we collect about you including technical information about your visit including IP address (the internet address of your computer), date and time of your visit, the type of computer, browser and operating system you are using, the URL's of websites that referred you to the website and the path you take through the website

8.3 Your Information will be used in various ways including:

- (a) to provide the Trust Hub to you and to notify you of any changes to the Trust Hub;

- (b) in furtherance of the purposes of the Trust Hub;
- (c) to use Your Information in anonymous statistics.

8.4 Your Trust Hub account is associated with an email address at the domain of Ogier's Trustee Client and has been assigned to you as an employee, contractor or similar relationship. You grant Ogier (and its licensors) and Ogier's Trustee Client permission to (a) identify accounts created with email addresses at their domain and (b) restrict or terminate access to your account.

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