



Authorised Person Terms & Conditions

Contract Express, including all of its Content is made available by a member of the Ogier Group (**Ogier, we or us**). The Client's use of Contract Express and your access to and use of Contract Express 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 Contract Express as applicable.

If you do not accept these Terms and Conditions you must immediately stop using Contract Express.

These Terms and Conditions and our Privacy Policy may be amended by us from time to time.

Access to Contract Express is restricted to Authorised Persons only. Access or attempted access by any person other than an Authorised Person is strictly prohibited.

Any person using Contract Express who, as a Client or otherwise (subject to the Ogier Terms and Conditions), shall use Contract Express in compliance with these Terms and Conditions which shall, to the extent applicable, also apply to the use by an Authorised Person of Contract Express. 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 otherwise defined herein, any capitalised term used herein shall have the same meaning attributed to such term 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 Contract Express and the relevant part of the Content;

Client shall mean the Client as defined in the Ogier Terms and Conditions;

Content means, other than Your Content, the contractual, legal or other documentation and materials and all information contained in Contract Express 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 Contract Express;

Contract Express means the electronic gateway made available to Authorised Persons or such other address as may apply from time to time, to access certain documentation and information through a secure site;

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.

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 the Data Protection Directive 95/46/EC, 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 Contract Express;

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 Contract Express;

Software Provider means Thomson Reuters (Professional) UK Limited or any successor.

Your Content has the meaning set out at 8 below

1 Licence

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

2 Purpose and Acceptable Use

Other than in respect of Your Content:

- (a) the Content is made available to you for the purposes only and in the capacity for which you have authority to access and use Contract Express and the Content. Where that purpose and capacity is as a service provider to a Client Entity you acknowledge and agree that your use of Contract Express and the Content is for that purpose and in that capacity only.
- (b) You may download the Content to a single personal computer, and to print a hard copy of the 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 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 is a violation of Ogier's intellectual property rights.
- (c) 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.
- (d) 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 Contract Express 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 must not use Contract Express in any way that causes, or may cause, damage to Contract Express or impairment of the availability or accessibility of Contract Express, 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 Contract Express, or any part of it, with any person.

You may not create a link to Contract Express from another website or document without Ogier's prior written consent.

3 Intellectual Property

Other than in respect of Your Content:

- (a) 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 Contract Express.
- (b) Ogier shall retain all right, title, interest and Intellectual Property in and to 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.
- (c) You acknowledge and agree that all Intellectual Property in relation to Contract Express and the Content is the property of the Software Provider or of Ogier, other members of the Ogier or is used under licence granted by the Software Provider.

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 Content and Warranties

We do not represent, guarantee or warrant (whether express or implied at law) that Contract Express, the Content or Your 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 Contract Express is provided by the Software Provider and that your access to and the availability of Contract Express is subject to the terms of and service provided by such Software Provider.

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 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 undertaking 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.

5 Liability and Disclaimer

Contract Express 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 Contract Express, the Content or Your Content, the unavailability of Contract Express 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 Contract Express 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 Contract Express 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 Contract Express or the Content.

6 Indemnity

You agree to indemnify, keep indemnified and hold harmless all members of the Ogier Group and its partners, directors, officers, employees, consultants and agents (together the **Indemnified Parties**) from and against all claims, demands, legal fees, damages, liability, losses, penalties, liabilities, costs and expenses (whether or not foreseeable or avoidable) incurred or suffered by any Indemnified Party arising out of your access to, use of, or as a result of your conduct in connection with, Contract Express or the Content or arising out of any breach by you of any provision of these Terms and Conditions.

7 Access to and Use of Contract Express

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

No information on Contract Express 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 undertake:

- (a) to comply with all applicable laws and regulatory requirements relating to your use of Contract Express;
- (b) to be responsible for and take reasonable measures to ensure the security and use of your Security Information including so as to prevent unauthorised use or access;
- (c) to take all reasonable steps to ensure that none of the Content is visible to, or capable of being, overlooked by, other persons (unless Authorised Persons with appropriate permissions);
- (d) not to disclose any Content to any person who is not an Authorised Person with appropriate permissions;
- (e) to take all reasonable actions to prevent unauthorised use of Contract Express;
- (f) not to leave your computer or other communication device through which you access the service unattended whilst connected to Contract Express;
- (g) to ensure that you close the browser and log out when you have finished using Contract Express;
- (h) not to use the Contract Express 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;
- (i) not to copy, modify, download, distribute or decompile (except to the extent permitted by law) the software through which Contract Express is provided;
- (j) not to use Contract Express for any purpose that is unlawful or prohibited by these 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;



- (k) not to deface, mark, alter, modify, vary (including varying the sequence of), damage or destroy in any way any Content;
- (l) not to damage, interfere with or disrupt Contract Express or do anything that may interrupt or impair its functionality;
- (m) not share your Security Information with anyone else;
- (n) inform us immediately if your Security Information is lost or stolen or you believe or suspect any actual or attempted unauthorised access to Contract Express;
- (o) 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.
- (p) use appropriate virus checking software when using Contract Express and in your communication with us via Contract Express.

Certain links on Contract Express 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.

Some pages in Contract Express 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.

8 Provision of Information and Documentation

You must ensure that any document, information or content that you upload, provide to us for uploading, or provide to us via Contract Express (**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 Group. We do not accept any responsibility for Your Content or the content uploaded or provided by any other Authorised Person who is not employees of Ogier Group, including any view, opinions or information contained therein.

You shall at all times during your use of Contract Express 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.

Any requests received via Contract Express 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 Contract Express.

9 Confidentiality

Subject as provided below, you undertake to treat all Content, and any and all information which has been or may be derived from or obtained from any such Content, as strictly confidential.

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



10 Data Protection and Privacy Policy

In making Contract Express available for your use, we may collect, process and store materials, data (including Personal Data), information and content relating to you (**Your Information**).

Your Information includes (but is not limited to), the following:

- (a) Information you give us by filling in forms or corresponding with us. It includes information you provide when you register to use Contract Express. 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

Your Information will be used in various ways including:

- (a) to provide Contract Express to you and to notify you of any changes to Contract Express;
- (b) in furtherance of the purposes of Contract Express;
- (c) to use Your Information in anonymous statistics.

You agree that we have the right to share Your Information with other members of the Ogier Group and selected third parties such as the Software Provider and other suppliers and subcontractors for the purpose of administration and management of Contract Express and compliance with applicable procedures, laws and regulations. We will disclose Your Information to third parties in the event that (a) we buy or sell any business or assets; (b) if the Ogier's or substantially all of its assets are acquired by a third party; or (c) we are under a duty to disclose or share Your Information in order to comply with any legal obligation or to enforce our Terms and Conditions.

The Ogier Group has offices in various jurisdictions. Your Information may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It will also be processed by staff operating outside the EEA who work for us. By submitting Your Information you agree to this transfer, storing or processing. We take all steps reasonably necessary to ensure that Your Information is treated securely. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Your Information, we cannot guarantee the security of your data transmitted to Contract Express; any transmission is at your own risk. Once we have received Your Information, we will use strict procedures and security features to try to prevent unauthorised access.

Cookies are small text files that many internet sites automatically download to a user's computer to store information. Contract Express uses cookies to collect anonymous information about how visitors use our website, for example which pages visitors go to most often. All information these cookies collect is aggregated and therefore anonymous and used for managing the performance and design of the site. You agree to our use of cookies as described above. To find out more about cookies, including how to see what cookies have been added to your browser and how to manage and delete them, visit www.allaboutcookies.org.

11 General

Invalidity and Severability

If any provision in the 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

These Terms and Conditions and all matters arising from this engagement shall be governed by and construed in accordance with the laws as stated in the Ogier Terms and Conditions.

You hereby irrevocably submit to the non-exclusive jurisdiction of the Courts as stated in the Ogier Terms and Conditions in respect of any disputes which may arise out of or in connection with these Terms and Conditions or Contract Express.

Assignment

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

Termination and Suspension

Any member of the Ogier Group may immediately suspend or terminate your right to access and use of Contract Express without notice or warning if, in its sole discretion, it considers that you have acted in breach of any of the Agreement or that there is a risk that you may. This is without prejudice to any other rights and remedies that Ogier Group may have.

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

Changes to these 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 Contract Express. Your continued use of Contract Express 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 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 the Agreement (each being a **Right**) will operate as a waiver thereof, nor 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.

October 2022