



The Trust Hub

Terms and Conditions

1 Introduction and Definitions

1.1 Unless otherwise defined herein defined terms shall have the same meaning as set out in the Authorised Person Terms and Conditions available here.

1.2 Ogier Legal Shared Services Limited, a member of the Ogier Group, has been granted a licence for itself and on behalf of Ogier to use its licensor's software to create, operate and develop the Trust Hub. Ogier Legal Shared Services Limited, for itself and on behalf of Ogier, is permitted by such licence to allow Trustee Clients and Authorised Persons to access and use the Trust Hub.

1.3 You, your or yourself means you, the person participating in the use of the Trust Hub as a client or intermediary of Ogier or as a person employed by or associated with such a client or intermediary who has been authorised by such client to use the Trust Hub.

2 Application of Terms and Conditions and Variation

2.1 These Terms and Conditions apply to the operation and access to the Trust Hub.

2.2 We reserve the right to vary these Terms and Conditions from time to time. These Terms and Conditions and any future variations will be published [here](#) by way of public notice to users. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such variations.

2.3 Each Authorised Person is required to accept the Authorised Person Terms and Conditions on accessing the Trust Hub available [here](#). 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 the these Terms and Conditions shall prevail.

3 Grant of Access

3.1 Ogier and its licensors hereby agree to allow you and your Authorised Persons to access the Trust Hub and to use the Trust Hub solely for your internal business purposes as set out in and in accordance with these Terms and Conditions for a period of 12 calendar months.

3.2 This contract will automatically renew at the end of the twelve month period subject to your right to terminate in accordance with clause 12.

4 Authorised Persons and Instructions

4.1 You authorise Ogier to allow those persons or groups of persons identified by a group email

address notified by you to Ogier to use and access the Trust Hub. In providing details of those persons who are to become Authorised Persons you are warranting that you have full capacity and authority to authorise such access.

4.2 You shall and shall procure that your Authorised Persons shall comply with the Authorised Person Term and Conditions. You shall ensure that your Authorised Persons keep the relevant Security Information secure and confidential. You undertake to notify us immediately if you or any of your Authorised Persons know or suspect that the relevant Security Information has been or may be compromised.

4.3 When authorising an account to be created for a specific email address (whether relating to a natural person or a group of persons) you must indicate whether that account is a View Only Account or an Instruct Account. In default of an indication accounts will be an Instruct Account.

4.4 Each Authorised Person must be employed by you or your affiliate or be subject to similar confidentiality restrictions and is accessing the Trust Hub solely to support your internal business purposes.

4.5 The email address used to register an account must be an email address at your domain.

4.6 For accounts associated with an email address which relates to a natural person only that person may use those unique identifiers to access the Trust Hub and must not share those details with any other person.

4.7 For accounts associated with an email address which relates to a group of Authorised Persons you are responsible for controlling who may become an Authorised Person and be granted access to the Trust Hub and the relevant Security Information. You must maintain a written list of current and historical Authorised Persons and you shall provide such list to us when reasonably requested by us from time to time.

4.8 In relation to accounts associated with an individual email address you undertake to inform Ogier immediately in the event that any Authorised Person's access or their access level to the Trust Hub should be restricted, prevented or removed whether by reason of termination of employment, dismissal, suspension or otherwise. Upon actual receipt of such notification Ogier shall take such steps as are necessary to change, 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.

5 Purpose and Content

5.1 By authorising Ogier to create accounts and allow Authorised Persons to use and access the Trust Hub you are agreeing to those Authorised Persons having access to the Content and for those persons associated with an Instruct Account being able to instruct Ogier. You represent that those persons with access to an Instruct Account have the appropriate authority to be able to instruct Ogier and are authorised to do so. We will assume, without further enquiry, that instructions received through the Trust Hub are given by your designated representative (as that term is referred to in clause 2.1 of Ogier's standard terms and conditions).

5.2 It shall be a conclusive presumption that any person presenting valid Security Information to access the Trust Hub has been so authorised unless Ogier has received actual notice to the contrary. Ogier may rely upon and will assume that any instructions received in electronic form which have been authenticated by Security Information related to an account (including those associated with a group email) with Instruct Access will be genuine and valid instructions from you and Ogier will act accordingly. You will be liable for all such instructions and subsequent actions or transactions undertaken by Ogier.

5.3 Ogier may make various know how, guidance and training materials available on the Trust Hub. 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 professional advice and should not be used or relied upon in the making or refraining from making any decision or taking or refraining from taking any action.

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

5.5 As more fully described in the Authorised Person Terms and Conditions Ogier shall retain all right, title, interest and intellectual property rights in and to the Content.

6 Access

6.1 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.

6.2 We may temporarily suspend the Trust Hub at any time for operation, maintenance, technical or other reasons for such period of time as we

may, in our sole and absolute discretion, consider necessary.

6.3 You acknowledge and agree that the technology and software supporting the Trust Hub is provided by Ogier's licensors and that your access to and the availability of the Trust Hub is subject to the terms of and service provided by such licensors.

6.4 Please note that it is your responsibility and the responsibility of those Authorised Persons to keep log in details confidential and to take all reasonable steps to ensure that the Trust Hub remains secure from unauthorised use.

7 Warranties and Disclaimer

7.1 the Trust Hub and the Content is provided on an "as is" and "as available" basis.

7.2 We do not represent, guarantee or warrant (whether express or implied at law) that the Trust Hub or the Content will meet your requirements, is complete, error-free, accurate, up to date, reliable, uninterrupted, free of viruses or other harmful components.

7.3 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 Trust Hub or the Content or the unavailability of the Trust Hub 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 Trust Hub 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 (including unauthorised use) or the inability to use the Trust Hub 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 Trust Hub or the Content.

7.4 You acknowledge that whilst we are under no obligation to monitor your or your Authorised Person's access to or use of the Trust Hub, we may do so for the purposes of operating and improving the Trust Hub, to ensure your and your Authorised Person's compliance with these Terms and Conditions.

7.5 You hereby represent and warrant that you have all requisite rights and authority to use the Trust Hub under these Terms and to grant all applicable rights herein

8 Indemnity and Liability

- 8.1 You agree to indemnify, keep indemnified and hold harmless Ogier 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 or your Authorised Person's access to, use of, or as a result of your conduct in connection with, the Trust Hub or the Content or arising out of any breach by you or your Authorised Persons of any provision of these Terms and Conditions.
- 8.2 If you, or a party whom you represent or who otherwise may claim through you, suffer or incur any loss or damage (of whatsoever kind and howsoever arising) arising out of, or in connection, with the use of the Trust Hub (whether caused, or contributed to, by any act, omission or statement or by any delay in acting or arising in any other way in connection with our services), you and any such party may only have recourse to the assets of the firm in respect of that loss or damage. For the purpose of this clause the assets of the firm include all rights or claims (including any indemnity) of the firm or the partners or any other employee or consultant of the firm pursuant to any professional indemnity or similar insurance held or maintained by Ogier.
- 8.3 Apart from the firm's assets, you and any such other party will have no recourse to the personal assets of any partner, employee or consultant, their respective personal representatives or any related person. You agree not to bring a claim against any of our employees or consultants personally. This paragraph shall not exclude or limit the liability of the firm for the acts or omissions of its employees performed under the firm's supervision or within the scope of the employee's contract of employment with the firm.
- 8.4 Our aggregate liability in contract and in tort (including negligence) or under statute or otherwise, for any loss, liability or damage suffered by you or any other person that may arise from or in connection with our services shall be limited to £1,000,000. This is agreed as a reasonable limitation on our liability.

9 Confidentiality and Data Protection

- 9.1 You are responsible for determining the suitability of the Trust Hub services for your business and complying with any legal or regulatory obligations applicable to the data you provide.
- 9.2 You are responsible for the data that you provide or use in the Trust Hub and you warrant that your collection and use of any personal data provided whilst using the Trust Hub is in accordance with all applicable data

protection and confidentiality legal and regulatory obligations.

- 9.3 Ogier's Privacy Policy at this [link](#) and the Authorised Person Terms and Conditions apply to your and your Authorised Person's use of the Trust Hub.

10 General

- 10.1 You may not assign your rights or obligations under these Terms and Conditions without Ogier's prior written consent. If consent is given these Terms and Conditions will bind your successors and assigns subject to negotiating fees. Ogier may assign its rights, duties and obligations under these Terms and Conditions.
- 10.2 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.

11 Intellectual Property and Copyright

- 11.1 The content of the Trust Hub, its design, layout, look, appearance, graphics, text, visual images and other materials remain the property of Ogier and are protected by all applicable copyright laws and international treaties.
- 11.2 The development, content and technical information (including the software and framework) of the Trust Hub is strictly confidential.
- 11.3 You shall and shall procure that each Authorised Person shall keep secret and hold in strictest confidence all information relating to the Trust Hub.

12 Suspension, Termination and Breach

- 12.1 Without prejudice to our other rights under these Terms and Conditions if you or any of your Authorised Persons breach these Terms and Conditions we may take such action as we deem appropriate to deal with the breach, including suspending your (or any of your Authorised Persons') access to the Trust Hub, blocking computers using your internet service protocol address from accessing the Trust Hub, contacting your internet service provider to request that they block your access and/or bringing court proceedings against you.
- 12.2 We can suspend the provision of the Trust Hub to you or end our agreement with you regarding the use of the Trust Hub immediately if you or any of your Authorised Persons breach these Terms and Conditions or the Authorised Person Terms and Conditions in any way or we believe that the Trust Hub is being used in a manner prohibited by any of our Terms and Conditions.
- 12.3 If we suspend your use of the Trust Hub for any actual, threatened or perceived contravention of these Terms and Conditions we will not restore

it until we receive an acceptable assurance from you that there will be no further contravention.

- 12.4 We may cancel the Trust Hub or any service offered by Ogier in connection with the Trust Hub at any time without giving you notice. If we exercise the right set out in this clause you will be entitled to a pro-rate refund of any annual fee paid in advance.
- 12.5 You may ask us to terminate or restrict your or your Authorised Person's ability to use the Trust Hub at any time by contacting OgierOnlineTrustHub@ogier.com. You may terminate the contract for the provision of the Trust Hub by providing one calendar month's notice to Ogier such notice expiring at the end of the twelve calendar month.
- 12.6 On termination for any reason all rights granted to you and any Authorised Person under these Terms and Conditions shall cease and you and any Authorised Person shall cease all activities authorised by these Terms and Conditions.

13 Governing Law

- 13.1 These terms and conditions are governed by the laws of Guernsey. Both parties submit to the non-exclusive jurisdiction of the courts of Guernsey in respect of any dispute arising out of or in connection with this agreement.

December 2018