

GELDARDS LLP

TERMS AND CONDITIONS OF USE RELATING TO CASE MANAGEMENT SYSTEM

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1. Definitions

1.1 In this document, the following words and phrases shall have the meanings set out below:

- (a) “Client(s)” means a client of Geldards;
- (b) “CMS” means the case management system set up and run by Geldards to manage the progress of certain Matters and to enable Clients and third parties with an interest in a Matter to monitor the progress of those Matters;
- (c) “Data Protection Law” the General Data Protection Regulation 2016, the Data Protection Act 2018 and any other applicable data protection law, as may be supplemented, amended, replaced and/or repealed from time to time;
- (d) “Matter” means a legal matter being handled by Geldards on behalf of a Client;
- (e) “Nominated Individual(s)” shall have the meaning set out in paragraph 2.2;
- (f) “our”, “we” and “Geldards” means Geldards LLP, a limited liability partnership, registered in England and Wales under number OC313172, registered office Dumfries House, Dumfries Place, Cardiff, CF10 3ZF;
- (g) “Personal Data” any personal data (as such term is defined in Data Protection Law) we obtain, store and use relating to you, as described in paragraph 10.2;
- (h) “Security Information” means the username, password and access codes required to gain access to the CMS, as referred to in paragraph 7.1;
- (i) “Terms of Use” means these terms and conditions of use;
- (j) “you” and “your” means the Nominated Individual seeking to access the CMS.

2. Introduction

2.1 From time to time, Geldards provides access to the CMS to:

- (a) Clients; and
- (b) with the agreement of the relevant Client, third parties with an interest in a Matter.

2.2 In each case, access will be granted to named individuals representing such Clients or third parties in accordance with a procedure agreed between Geldards and the relevant Client (“Nominated Individuals”).

2.3 Any such access to the CMS granted by Geldards will be on and subject to these Terms of Use.

3. Application of Terms of Use

3.1 By ticking the acceptance box when you first log on to the CMS, you are agreeing to these Terms of Use.

3.2 These Terms of Use (as may be varied or updated by Geldards from time to time) will apply whenever you log on to, access and use the CMS.

3.3 No proposed changes to these Terms of Use by you are valid or will have any effect. If you do not agree with or accept any of the provisions in these Terms of Use, you should cease using the CMS immediately.

4. Permission to use

4.1 These Terms of Use grant you limited permission to access and use the CMS free of charge. Such permission:

- (a) is conditional upon you accessing and using the CMS strictly in accordance with these Terms of Use and any other requirements or instructions issued by Geldards from time to time;
- (b) will continue until terminated in accordance with paragraph 4.2 (upon which you shall immediately cease to access and use the CMS).

4.2 Without prejudice to the provisions of paragraphs 4.3 and 6, the permission granted to you to access and use the CMS shall terminate:

- (a) upon any notification to that effect being received by you from either Geldards or the Client which agreed to your access to the CMS. Such notification may be given by Geldards or the relevant Client at any time for any reason;
- (b) if you are an employee or a representative of a Client, automatically if you leave the employment of or cease to be a representative of such Client;
- (c) where your permission to access and use the CMS relates to a specific Matter, automatically upon such Matter being completed or Geldards ceasing to act in relation to such Matter.

4.3 If you do not comply with these Terms of Use (or any part of them) or any applicable law, Geldards reserves the right any time to prevent or suspend your access to the CMS immediately without notice.

5. Scope of permission

5.1 You must only use the CMS to access information relating to the Matter or Matter(s) in respect of which you have been granted access by Geldards ("Information"). You must not access or seek to access any other information on the CMS (including information relating to other Matters or Clients).

- 5.2 You are only permitted to use the Information for the purposes of:
- (a) monitoring the progress of the relevant Matter(s) being handled by Geldards; and
 - (b) reporting on such progress to your employer or any third party being represented by you.

6. Availability of the CMS

- 6.1 You acknowledge and agree that Geldards does not represent, warrant or guarantee in any way the CMS's continued availability at all times or uninterrupted use of the CMS.
- 6.2 Geldards reserves the right to suspend or cease the operation of the CMS at any for any reason at our sole discretion and without giving you notice.

7. Security Information

- 7.1 The CMS utilises two factor authentication:
- (a) Geldards will email Nominated Individuals to invite them to join the CMS. Such email will include a username and a link which will direct the Nominated Individual to create a password for the CMS;
 - (b) in addition, each time a Nominated Individual logs on to the CMS, the Nominated Individual will be required to enter an access code which will be separately emailed by Geldards to the Nominated Individual.
- 7.2 As a condition of your permission to access and use the CMS, you agree:
- (a) not to disclose the Security Information to any other person (including, if you are an employee, any other employee of the organisation you are employed by); and
 - (b) to be liable for any loss or damage arising from the disclosure of any Security Information by you in breach of these Terms of Use.
- 7.3 We have the right to disable the Security Information relating to you at any time without giving you notice if, in our opinion, you have failed to comply with these Terms of Use or any other instructions issued by us.

8. Disclaimers

- 8.1 While we use reasonable efforts to include accurate and up-to-date information on the CMS, we do not represent, warrant or promise (whether expressly or impliedly) that information available on the CMS (including the Information) is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on information available on the CMS (including the Information) is at your own risk.

8.2 The information available on the CMS (including the Information) is provided for general information purposes only and does not constitute legal advice or any other type of advice and should not be relied on by you for any purpose.

8.3 Nothing in these Terms of Use shall operate to prejudice any mandatory statutory requirement or your statutory rights.

9. Ownership, use and intellectual property rights

9.1 The CMS and all information on it (including the Information) is owned and operated by us and/or our licensors. We and our licensors reserve all rights.

9.2 You may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from the CMS (including the Information), unless expressly authorised by us.

9.3 Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) subsisting in any content or material on the CMS (including the Information) belong to us and/or our licensors. All rights are reserved for the benefit of ourselves and/or our licensors. Nothing in these Terms of Use grants you any rights in the CMS or any information on the CMS (including the Information).

9.4 The Security Information and any information of a confidential nature available to you on the CMS constitutes either our and/or our Clients' confidential information (together "Confidential Information"). Save to the extent necessary for the completion of the relevant Matter or Matters, you agree not to use or to disclose any Confidential Information to any third party.

10. Data protection

10.1 Data available on the CMS (including Information) may include personal data relating to third parties. In respect of any such personal data, you agree:

(a) that both you and Geldards will be data controllers (unless you are accessing the CMS in your capacity as an employee, in which case your employer will be the data controller); and

(b) only to process the personal data in accordance with Data Protection Law.

10.2 In order to provide you with access to the CMS, we will obtain, use and store on our systems your name, details of the organisation or business you are representing and your work email address. Such information will constitute your personal data for the purposes of Data Protection Law. In addition, the CMS will include information relating to the relevant Matter or Matters, some of which may also constitute your personal data.

10.3 We will use the Personal Data:

(a) to provide the CMS, as described in these Terms of Use;

- (b) to enable you to access the CMS;
- (c) to provide the relevant Client with the names of the individuals who have been granted access to the CMS;
- (d) to monitor and track your usage of the CMS; and
- (e) otherwise as set out in our Privacy Notice (see <https://highq.in/3dp3vgioci>)

together the “Purposes”.

10.4 Our Privacy Notice sets out other information we are required to provide you to comply with data protection law. If the CMS will include any personal data relating to you, you will also be provided with additional privacy information relating to our processing of such personal data.

11. Warranties and limitation of liability

11.1 You agree that:

- (a) your use of the CMS is on an 'as is' and 'as available' basis; and
- (b) other than as set out in these Terms of Use, Geldards makes no representations or warranties or agrees to any conditions or other terms (whether express or implied) in relation to the CMS, including without limitation as to the completeness and accuracy of any content and information on the CMS (including the Information), or as to satisfactory quality, or fitness for particular purpose.

11.2 To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of:

- (a) any error or inaccuracies in any information or material within or relating to the CMS (including the Information);
- (b) the unavailability of the CMS for whatsoever reason;
- (c) any decision by us to terminate, prevent or suspend your permission to access the CMS; and/or
- (d) any representation or statement made on the CMS.

11.3 Under no circumstances shall we be liable to you for any loss or damage suffered by you (including without limitation direct or indirect losses) arising from your use of, or reliance on, the CMS or any information available on the CMS (including the Information).

11.4 We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the CMS or in respect of any other statutory rights which are not capable of being excluded.

12. Indemnity

- 12.1 If you are in breach of any of these Terms of Use, you agree to indemnify and hold us harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.

13. General

- 13.1 We reserve the right to vary these Terms of Use from time to time without notifying you. By continuing to use and access the CMS you agree to be bound by any such variation made by us. It is your responsibility to check these Terms of Use from time to time to acquaint yourself with any such variations.
- 13.2 These Terms of Use and any privacy information made available to you by us contain the entire understanding and agreement between Geldards and you in relation to your use of the CMS and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.
- 13.3 Should any part of these Terms of Use for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.
- 13.4 These Terms of Use are governed and construed in accordance with the laws of England and Wales and you hereby consent to the exclusive jurisdiction of the courts of England and Wales.