

**FROMCOUNSEL LIMITED**  
**DOCUMENT AUTOMATION SERVICE**

**TERMS OF USE**

Last updated: 5 May 2023

**1. About us and these Terms of Use**

- 1.1 The document automation service at <https://fromcounsel.documentdrafter.com> and any associated other software programs (**Site**) is operated by FromCounsel Limited (**Supplier, FC, our, us or we**), a company incorporated in England and Wales with registered number 07258019, whose registered office is at Suite 2, 43 Bedford Street, London, WC2E 9HA.
- 1.2 These Terms of Use (**Terms**) together with any applicable Customer Agreement (as defined below) and our [Privacy & Cookies Policy](#) govern the access to and use of the Site and the Content (as defined below) by each user (**you**).
- 1.3 We may modify these Terms from time to time. We will use reasonable endeavours to notify you of any material amendments to these Terms by placing a clear notice about them on the Site or by other means, but do not guarantee to do so. By using the Site and in consideration for us permitting you to use the Site and the Content (as defined below), you agree to be bound by the Terms and our [Privacy & Cookies Policy](#) as modified from time to time. Using the Site includes accessing and browsing the Site.
- 1.4 Please review these Terms and our [Privacy & Cookies Policy](#) whenever you use the Site as any changes are binding on you from the date that we make them.

**2. Definitions**

**Authorised User** means a person granted access to the Site by us as agreed with a Customer from time to time in accordance with the relevant Customer Agreement or any Trial Access.

**Cessation** has the meaning given in paragraph 3.1.2.

**Content** means all content, materials, text, documents, logic and guidance from time to time contained in, displayed via or produced via the Site, including the Draft Documents (but not including, for the avoidance of doubt, Customer Data).

**Customer** means a law firm, company, organisation or person subscribing to the Site pursuant to a Customer Agreement or trialling the Site pursuant to any Trial Access.

**Customer Agreement** means (a) the separate service agreement entered into between FC and a Customer for subscription to the Site and access to the Content, or (b) in the absence of such separate agreement, the Standard Customer Agreement together with the Subscriber Form entered into between the Supplier and the Customer.

**Customer Data** means selections made by you on the Site and information input by you on the Site using the functionality provided by the Site.

**Draft Documents** means the draft documents produced by the Site.

**FC Site** means the website at <http://www.fromcounsel.com>.

**Losses and Expenses** means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.

**Permitted User** means a person who is granted access to the Site by us but who is not an Authorised User.

**Standard Customer Agreement** means the standard customer agreement set out in Annex 2 to these Terms.

**Subscriber Form** has the meaning given in Annex 2 to these Terms.

**Trial Access** means trial access to the Site and the Content granted by us to a Customer in accordance with paragraph 7.

### 3. Use of the Site and provision of Content

3.1 Subject to these Terms and the Customer Agreement, we grant you a revocable, non-exclusive, non-transferable licence (the **Licence**) to:

3.1.1 during any period of Trial Access or the term of the Customer Agreement (in each case as relevant to you):

(a) access, use and interact with the Site and the Content to:

(i) produce Draft Documents; and

(ii) view, print, copy, save, share and download such Draft Documents,

solely in accordance with the Site functionality provided by us; and

(b) use, copy, translate, modify, amend, customise and create derivative works based on the Draft Documents, for the purpose of providing legal documentation and advice (whether in hard copy or electronic form) to clients, prospective clients and other third parties, and for your internal training purposes, in each case solely in the ordinary course of your business or (as relevant) the business of the Customer with whom you are associated;

3.1.2 except where we exercise our rights under paragraph 11.1.4(i), for a reasonable period of time following suspension or cancellation of your access to the Site and the Content or termination or expiry of the Customer Agreement (**Cessation**), use the Draft Documents that the Site has created on your behalf or that you have copied, translated, modified, amended, customised or created derivative works of prior to Cessation for the sole purposes of:

(a) continuing to provide legal documentation and advice to clients and other third parties in respect of client matters on which you were actively involved prior to Cessation, and for your internal training purposes, in each case solely in the

ordinary course of your business or (as relevant) the business of the Customer with whom you are associated; and/or

- (b) storing such documentation (whether in hard copy or electronic form) for your record keeping purposes as may be reasonably required to comply with any law or regulation applicable to you or the Customer with whom you are associated.

3.2 The Licence is subject to reasonable usage and download limits.

### **Restrictions**

3.3 You shall not (and shall not permit a third party to):

- 3.3.1 resell or sublicense the Site or Content, and shall only make the Draft Documents available to a third party on a non-systematic basis and in accordance with the Licence;
- 3.3.2 access the Site or Content for the purpose of developing a product or service that competes with the Site;
- 3.3.3 copy the features, technology or user interface of the Site for any purpose;
- 3.3.4 gain, or attempt to gain, unauthorised access to, or disrupt the integrity or performance of, the Site or any of the Site's underlying software or source code;
- 3.3.5 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Site's underlying software or source code or logic except where expressly permitted by law (to the extent such permission cannot be excluded by agreement between you and us);
- 3.3.6 use the Site or Content in a way that infringes the copyright, trade marks or other intellectual property rights owned by or licensed to us;
- 3.3.7 other than as permitted by the Licence, create any database or other online or offline store for the Content (or any material part of it) that creates the ability for you or any third party to access the Content (or any material part of it);
- 3.3.8 use, copy, translate, modify, amend or create derivative works based on Content other than in accordance with the Licence (and, where providing such to a third party, you will comply with any of our instructions, including any instructions on the Site, that require you to acknowledge our status or the status of any identified contributors or authors as the owners of the relevant Content);
- 3.3.9 disclose any access details used to access the Site (including your login or user ID and/or password to the FC Site) to any other person, or otherwise facilitate access to the Site by a person other than an Authorised User or Permitted User, and you:
  - (a) acknowledge that the Content and any access details provided by us are our confidential information, the use and disclosure of which is only permitted in accordance with these Terms and the terms of the Customer Agreement; and

- (b) agree to promptly inform us in the event that you know or suspect that your access details have been used or may be used by anyone other than you to access and use the Site or if you know or suspect that a person other than an Authorised User or Permitted User has accessed the Site and/or used the Content in a way that is not permitted by the Licence.

3.4 During any period of Trial Access, the Licence is subject to the additional restrictions at paragraph 7.3.

#### **Intellectual property notice**

3.5 This Site and the Content are protected by copyright, trade marks and other intellectual property rights owned by us or licensed to us. Nothing in these Terms, other than the Licence, grants or is intended to grant any right, title or interest in the Site or the Content or any intellectual property rights contained therein. The Content must not be used or reproduced (in whole or part) for any purpose other than as expressly permitted in accordance with these Terms, including on or in connection with another website or publication, without our express prior written permission.

#### **4. Your obligations**

4.1 You shall not:

4.1.1 copy, download, print out or otherwise reproduce Content except where permitted using the functionality provided by us;

4.1.2 provide us with any information which might breach your professional or other legal duties;

4.1.3 provide any Content to any client or other person (including any Content incorporated into your own advice to a client) without first considering, using your professional skills, knowledge and judgement, whether such Content is appropriate to the recipient; or

4.1.4 make available the Site or the Content (or any part thereof or any derivation therefrom) to any other person except as specifically permitted by these Terms.

#### **Precedents and Draft Documents**

4.2 In relation to precedent documents forming part of the Content and from which Draft Documents are derived, you shall be responsible for removing any logo, mark or text identifying us as the originator of the document prior to sending such document, or any document derived from such document, to any client or other third party.

4.3 Precedent documents forming part of the Content and Draft Documents derived from such precedents are suitable for use in connection with a company registered in England and Wales or Northern Ireland, but not in Scotland. Precedents are pro forma documents only and must be modified as appropriate for the transaction or other situation in which they are being used.

4.4 Some Draft Documents are created using Customer Data. The content included within certain Draft Documents depends to an extent on the Customer Data you provide us via the functionality of the Site. You are solely responsible for the provision of Customer Data, and we shall have no liability to you arising as a result of or in connection with the effect such Customer

Data might have on the Draft Documents and/or any mistake or error made by you or any other person in providing such Customer Data.

- 4.5 You are solely responsible for any modifications you make to Draft Documents outside of the functionality provided via the Site, and we shall have no liability to you whatsoever arising as a result of or in connection with any such modifications.

## **5. Indemnity**

- 5.1 You agree to indemnify and hold harmless FC, our holding companies and subsidiaries, and our and their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site (each an **Indemnified Person**) from and against any and all Losses and Expenses any Indemnified Person incurs (a) as a result of your breach of these Terms, or (b) in connection with any third party claim against an Indemnified Person arising from your actual or alleged misuse of the Site or Content or your breach of these Terms.

## **6. Access to the Site, changes and updates**

- 6.1 We are under no obligation to provide uninterrupted access to the Site or the Content. Access to all or any part of the Site or the Content may be restricted from time to time to allow for repairs, maintenance or updating or for any other reason. We may update, amend, suspend, withdraw, discontinue or change all or any part of the Site or the Content at any time and without notice.

## **7. Trial Access**

- 7.1 Trial Access may be granted at our sole discretion subject to these Terms and we reserve the right to extend, suspend, amend, terminate or cancel any Trial Access at any time for any reason without notice.

- 7.2 In advance of any Trial Access, we shall notify the Customer in writing of:

7.2.1 the duration of the Trial Access; and

7.2.2 the number of Authorised Users permitted to access the Site during the period of Trial Access,

and in the absence of such notification the Trial Access shall be for a duration of one week and three Authorised Users may access the Site during such period.

- 7.3 During any period of Trial Access the Customer and its Authorised Users shall:

7.3.1 use the Site for testing and evaluation purposes only and not use the Site for the purpose of providing legal documentation and advice (whether in hard copy or electronic form) to clients, prospective clients and other third parties; and

7.3.2 not input any Customer Data onto the Site containing any confidential or sensitive information,

and the Licence granted pursuant to paragraph 3.1 is modified accordingly.

- 7.4 During any period of Trial Access:

7.4.1 certain features and functionality on the Site may not be fully operational or may be made available specifically for testing purposes or withdrawn without notice; and

7.4.2 any Customer Data input or saved on the Site may be deleted at any time by us without notice.

## **8. Disclaimer**

8.1 Except as may be expressly set out in these Terms, we give you no warranty or assurance and all implied conditions, warranties, representations or other terms in relation to the Site and the Content are excluded to the maximum extent permitted by law.

8.2 By using the Site, you agree that:

8.2.1 the Content is provided for information purposes only and is not intended to be a definitive or complete statement of the law on any given subject;

8.2.2 the Content does not address your or any third party's individual requirements and is not tailored to answer any specific question or set of facts raised by you or any third party;

8.2.3 any of the Content may be out of date at any given time;

8.2.4 the Site and the Content may be added to, removed, updated or otherwise changed at any time without notice to you;

8.2.5 commentary and analysis included in the Content is limited to English law; and

8.2.6 to the maximum extent permitted by law, we do not guarantee or give any warranty, representation or undertaking (whether express or implied) as to the accuracy, currency or completeness of the Content or that the Draft Documents correspond to the Customer Data.

8.3 By using the Site, you agree that none of the Content constitutes a solicitation, offer, opinion, representation, endorsement or recommendation by us nor does it provide legal, tax, accounting, financial or investment advice or services. It is not intended to be and should not be relied on by you or any third party to make, or refrain from making, any decisions or commitments. To the maximum extent permitted by law we do not accept any liability or responsibility for action taken as a result of the Content or any other information provided by us, whether via the Site or otherwise. Appropriate independent and professional advice should be obtained in relation to any specific issues, questions or set of facts and before taking or refraining from taking, any action on the basis of the Content.

8.4 Nothing in these Terms shall operate to create a solicitor-client relationship or any other fiduciary relationship and your use of the Site or the Content shall not, to the maximum extent permitted by law, be construed to give rise to any duty of care or other duty of any kind between us and you and/or us and any third party.

## **9. Liability**

- 9.1 Nothing in these Terms excludes or limits our liability for (a) death or personal injury arising from our negligence, (b) our fraud or fraudulent misrepresentation, or (c) any other liability that cannot be excluded or limited under applicable law.
- 9.2 We will not be liable to you for any Losses and Expenses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with your use of (or inability to use), or reliance on, the Site or Content.
- 9.3 We will not be liable to you for (a) loss of profits; (b) loss of sales or business; (c) loss of business opportunity; (d) loss of revenue; (e) loss of agreements or contracts; (f) loss of anticipated savings; (g) loss of or damage to goodwill; (h) wasted expenditure; (i) losses arising out of inaccuracies or omissions in the Content or unavailability of the Content or the ability to produce Draft Documents; (j) loss of use or corruption of software, data or information; or (k) any indirect or consequential loss or damage, even if we were aware that such loss or damage might be incurred by you.
- 9.4 We will not be liable to you for Losses and Expenses which may be incurred by you as a result of your breach of these Terms.
- 9.5 We do not guarantee that the Site will always be available, be secure or free from bugs, errors, worms, trojans or viruses and we shall not be liable for any Losses or Expenses you may suffer as a result of such unavailability or any technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any Content on it, or on any website linked to it. You are responsible for ensuring that you have installed appropriate anti-virus software on your systems to protect your systems from such bugs, errors, worms, trojans or viruses.
- 9.6 You agree that you will not knowingly introduce to the Site viruses, bugs, trojans, worms or other matter which is malicious or technologically harmful. You must not gain or attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

### **Third Party Information**

- 9.7 Third party information sources, websites, pages and documents (**Third Party Information**) to which the Site or any of the Content is linked or which you may otherwise access through links on the Site or from which the Site may import or download information are independent of the Site and are for information only. Third Party Information has not been reviewed by us and is not in any way approved or endorsed by us. We have no responsibility for the data, content, availability or your use, of Third Party Information, or the maintenance or updating of any links thereto. We accept no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by the you as a result of your use of or reliance on any Third Party Information, including data, content, products or services available from, on or through third party websites, pages or documents or any linking to or downloading from the same.

## **10. Data processing**

We shall and the Customer shall each comply with the Data Processing Terms set out in Annex 1 to these Terms.

## **11. Suspension or cancellation of access**

- 11.1 We may suspend or cancel your access to the Site and the Content as follows:
- 11.1.1 at any time during any Trial Access, in accordance with paragraph 7.1;
  - 11.1.2 if any Trial Access has expired;
  - 11.1.3 for any reason on giving you seven (7) days' notice in writing (email sufficing); or
  - 11.1.4 immediately and without notice at any time (and without liability or responsibility to you) if: (i) we believe you have breached the Terms; (ii) we cease to provide the Site; (iii) the Customer Agreement (if any) terminates or expires for any reason or we exercise any rights of suspension or cancellation in the Customer Agreement; (iv) in the case of Authorised Users, you cease to be authorised by the Customer as an Authorised User or in the case of Permitted Users, you cease to be authorised by us as a Permitted User; or (v) you are in breach of a separate agreement with us.
- 11.2 On Cessation:
- 11.2.1 that part of the Licence granted pursuant to paragraph 3.1.1 shall immediately terminate; and
  - 11.2.2 you will take reasonable steps to delete or destroy any Content (whether electronic or hardcopy) in your possession, except where continued use of such Content is permitted by the Licence.
- 11.3 Cessation shall not affect or prejudice the accrued rights of either you or us at the date of Cessation, or the continuation of any provision expressly stated to survive or implicitly surviving, including, but not limited to, this paragraph 11.3 and paragraphs 3.1.2, 3.3, 3.5, 4, 5, 8, 9, 11.2, 12 and 13.

## **12. General**

- 12.1 Each of the provisions of these Terms operates separately. If any provision of these Terms is deemed invalid, illegal or for any reason unenforceable, then that provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions.
- 12.2 We may delay enforcing our rights under these Terms without waiving or losing the right to do so later. No failure by us to exercise any right or remedy under these Terms or otherwise shall constitute a waiver of the right subsequently to exercise those or any other rights or remedies.
- 12.3 We may assign or transfer any of our rights and obligations under these Terms (or sub-contract any of our obligations) to another legal entity. You may not assign or transfer or otherwise dispose of any of your rights or obligations under these Terms except with our prior written agreement.
- 12.4 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party as the agent of the other, or authorise either party to make or enter into commitments for or on behalf of the other.
- 12.5 These Terms are made between you and us and no other person shall have any rights to enforce any of the provisions of these Terms, whether under the Contracts (Rights of Third



Parties) Act 1999 or otherwise, provided always that the provisions of paragraph 5 (Indemnity), paragraph 8 (Disclaimer) and paragraph 9 (Liability) are for the benefit of each Indemnified Person (and each such person shall be entitled to assert and enforce those provisions directly as though they are us). We do not need the consent of any third party to terminate these Terms or vary any provisions of thereof.

- 12.6 These Terms, the Customer Agreement and our [Privacy & Cookies Policy](#) constitute the entire agreement between you and us in relation to the Site, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to the Site. You acknowledge that in accepting these Terms, you have not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the Site at any time before your acceptance of these Terms (together, **Pre-Contractual Statements**), other than those that are set out expressly in these Terms, the Customer Agreement and our [Privacy & Cookies Policy](#). You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this paragraph shall exclude or restrict the liability of you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).

### **13. Governing law and jurisdiction**

- 13.1 These Terms, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.
- 13.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including any non-contractual disputes or claims).

### **14. Contact us**

If you have any questions about these Terms, please contact us at [support@fromcounsel.com](mailto:support@fromcounsel.com).

## ANNEX 1

### DATA PROCESSING TERMS

In order to comply with Article 28 of the UK GDPR the terms below form part of the Terms and the legal relationship between the Supplier and the Customer.

For the purposes of this Annex:

The terms '**controller**', '**data subject**', '**personal data**', '**processing**' and '**processor**' have the meanings given to them in the UK GDPR, Data Protection Act 2018 and other applicable EU and national privacy legislation (**Data Protection Legislation**). The provisions of this Annex apply where the Customer is a 'controller' for the purposes of the UK GDPR.

'**Applicable law**' means English law or any other applicable law (as the context requires).

References to '**Articles**' are references to articles of the UK GDPR.

'**UK GDPR**' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of the UK.

#### 1. General

- 1.1 The Supplier and the Customer will each comply with the Data Protection Legislation in relation to the processing of personal data which has been supplied by the Customer to the Supplier in connection with the Site (**Supplied Personal Data**).
- 1.2 The Supplier's [Privacy & Cookies Policy](#) (as amended from time to time) sets out the subject matter, nature, purpose and duration of the processing it undertakes, along with the types of personal data and categories of data subjects.
- 1.3 In relation to Supplied Personal Data, the Supplier will be a data processor; the Customer will be the data controller for this information.

#### 2. Instructions

- 2.1 The Supplier will only process Supplied Personal Data on the documented instructions of the Customer unless required to do so by applicable law (in which case, the Supplier will before processing give the Customer notice of the requirement, unless the Supplier is prohibited from doing so by applicable law).
- 2.2 The Supplier and the Customer will each take steps to ensure that any natural person acting under its authority does not process Supplied Personal Data except on the Customer's documented instructions (unless he or she is required to do so by applicable law).
- 2.3 The Customer hereby instructs the Supplier to process Supplied Personal Data in accordance with the functionality provided by the Site to produce Draft Documents.

#### 3. Confidentiality and security of processing

- 3.1 The Supplier will ensure persons authorised to process Supplied Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.2 In ensuring compliance with Article 32:
  - 3.2.1 the Supplier and the Customer will each implement appropriate technical and organisational measures to ensure a level of security in relation to the Supplied Personal Data appropriate to the risk. Such measures will take into account (a) the state of the art and costs of implementation, (b) the nature, scope, context and purpose of the processing, and (c) the risk of varying likelihood and severity for the rights and freedoms of natural persons; and
  - 3.2.2 in assessing the appropriate level of security, the Supplier will take into account the risks that are presented by processing the Supplied Personal Data including the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (a **Personal Data Breach**).
- 3.3 Where the Supplier acts as processor in relation to Supplied Personal Data, it will notify the Customer without undue delay of any Personal Data Breach affecting the Supplied Personal Data.
- 4. Sub-processors and third country transfers**
  - 4.1 The Customer generally authorises the Supplier to engage further processors (**Sub-Processors**) to process Supplied Personal Data in connection with the provision of the Site.
  - 4.2 The Customer generally authorises the Supplier to continue to use those Sub-Processors already engaged by the Supplier as at the date upon which the Customer is first granted access to the Site, subject to the Supplier meeting the obligations set out in clause 4.4.
  - 4.3 The Supplier will give prior notice to the Customer of the proposed addition of any Sub-Processors by placing a clear notice about them on the Site in advance of the change. If the Customer objects to the addition of one or more Sub-Processors, the Supplier may (at its sole discretion) (a) ensure that Supplied Personal Data is not processed by the new Sub-Processor(s), (b) select one or more alternative Sub-Processors acceptable to the Customer, or (c) cease providing the Site to the Customer.
  - 4.4 Prior to any Sub-Processor processing Supplied Personal Data the Supplier will ensure that the arrangement between the Supplier and the Sub-Processor is governed by a written contract pursuant to which:
    - 4.4.1 the Sub-Processor is subject to obligations equivalent to those set out in this Annex and which otherwise provide sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the UK GDPR; and
    - 4.4.2 if the Sub-Processor fails to fulfil its data protection obligations, the Supplier remains fully liable to the Customer for the performance of the Sub-Processor's obligations.
  - 4.5 The Supplier may transfer Supplied Personal Data outside the UK as permitted by Articles 44 to 49.

## **5. Information and assistance**

- 5.1 Subject to clause 5.2, the Supplier will assist the Customer:
- 5.1.1 by appropriate technical and organisational measures (insofar as possible) to respond to requests in exercise of a data subject's rights set out in Articles 12 to 23 (as relevant);
  - 5.1.2 following a written request by the Customer, in ensuring compliance with the Customer's obligations in relation to the security of processing (Article 32), the notification of personal data breaches (Articles 33 and 34), data protection impact assessments (Article 35) and prior consultation (Article 36), in each case taking into account the nature of the processing of Supplied Personal Data and the information available to the Supplier;
  - 5.1.3 following a written request by the Customer, by making available to the Customer all information necessary to demonstrate compliance with the obligations set out in this Annex in relation to the Supplier's processing of Supplied Personal Data, including allowing for and contributing to audits and inspections conducted by the Customer or a third party auditor.
- 5.2 The Supplier will provide assistance pursuant to clause 5.1 subject to both parties acting in good faith to agree the scope, method, timing and reasonable fees chargeable by the Supplier for such assistance and on the basis that the parties will work in good faith to minimise the disruption to the Supplier's business.
- 5.3 Subject to clause 5.4, the Supplier will as soon as reasonably practicable delete all Supplied Personal Data (including copies) following the cessation of the provision of the Site unless applicable law requires storage of the Supplied Personal Data. This provision will not apply to any personal data in relation to which the Supplier is the controller.
- 5.4 The Customer may by written notice to the Supplier require that the Supplier return a complete copy of all Supplied Personal Data to the Customer, following which the Supplier will delete all other copies of such Supplied Personal Data.

## **6. Supply of Personal Data**

- 6.1 The Customer confirms that any Supplied Personal Data provided to the Supplier has been collected and disclosed in accordance with the Data Protection Legislation, and that the Customer and its directors, employees and consultants will only provide the Supplier with Personal Data reasonably necessary for the purpose of providing the Site to the Customer.
- 6.2 In respect of any Supplied Personal Data, the Customer shall inform each relevant data subject that the Supplier will process his or her personal data in accordance with the [Privacy & Cookies Policy](#) and that his or her use of the Site is subject thereto.

## **7. General**

Nothing in these Data Processing Terms will relieve the Supplier of its own direct obligations and liabilities under the UK GDPR, whether as a processor or controller.

## ANNEX 2

### STANDARD CUSTOMER AGREEMENT

This Standard Customer Agreement shall, along with the Terms of Use, govern the legal relationship between the Supplier and the Customer in the event that the Customer has executed a Subscriber Form (as defined below).

#### 1. Interpretation

1.1 In this Agreement (including the recitals), capitalised terms shall have the meanings set out below:

**Access Details** means the unique login details used by each Authorised User to access the FC Site.

**Additional Annual Fee** has the meaning given in clause 3.6.2(b).

**Administrator** has the meaning given in clause 4.1.

**Agreement** means this Standard Customer Agreement together with the Subscriber Form.

**Annual Fee** means the annual fee for the provision of the Service to the Customer in respect of the relevant Subscription Year as set out in the Subscriber Form and as adjusted in accordance with this Agreement.

**Associated Person** means any member, partner, director, employee or consultant of the Customer.

**Authorised Users** means those Associated Persons granted access to the Site by the Supplier as agreed with the Customer from time to time in accordance with clause 3 as such group of persons may be amended or supplemented from time to time in accordance with clause 3.

**Authorised User Maximum** has the meaning given in clause 3.2.

**Business Days** means days (other than Saturdays or Sundays) on which banks in London are customarily open for business.

**Commencement Date** means the date for commencement of the provision of the Service as set out in the Subscriber Form.

**Confidential Information** means any information concerning the business, affairs, customers, clients or suppliers of a party, including any Customer Data containing such information and the Content.

**Content** means all content, materials, text, documents, logic and guidance from time to time contained in, displayed via or produced via the Site covering the Practice Area specified in the Subscriber Form, including the Draft Documents (but not including, for the avoidance of doubt, Customer Data).

**Customer Data** means selections made by Authorised Users on the Site and information input by Authorised Users on the Site using the functionality provided by the Site.

**Draft Documents** means the draft documents produced by the Site covering the Practice Area specified in the Subscriber Form.

**FC Site** means the website at <http://www.fromcounsel.com>.

**Force Majeure Event** means any events, circumstances, acts or omissions which are beyond the reasonable control of the Supplier, including (a) failure of any utility service or transport or communications network or third party hosting supplier, (b) strikes, lock-outs or industrial disputes, (c) war, riot, civil commotion or malicious damage to property (including to computer systems and software) (d) compliance with any law or governmental order, rule, regulation or direction, (e) accident or breakdown of a plant, machinery or computer systems, and (g) fire, flood, storm or other natural disaster.

**Indemnified Person** means the Supplier, its holding companies and subsidiaries, and its and their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site.

**Initial Term** has the meaning given in the Subscriber Form.

**Licence** has the meaning given in the Terms of Use.

**Losses and Expenses** means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.

**Notice** has the meaning given in clause 15.1.

**Personal Data** has the meaning given in the General Data Protection Regulation (EU) 2016/679.

**Practice Area** has the meaning given in the Subscriber Form.

**Privacy Policy** means the privacy and cookies policy in respect of the Site made available at <http://www.fromcounsel.com/static/Privacy-Policy.pdf> or otherwise provided to the Customer, as may be amended from time to time by the Supplier.

**Recipient** has the meaning given in clause 15.1.

**Relevant Party** has the meaning given in clause 12.1.

**Renewal Term** has the meaning given in clause 11.2.

**Sender** has the meaning given in clause 15.1.

**Service** means the provision of access to the Content on the Site pursuant to the Licence, including the functionality provided thereon in relation to the production of Draft Documents.

**Site** means the website at <http://fromcounsel.documentdrafter.com>, including the document automation service thereon and any associated software programs.

**Subscriber Form** means the subscriber form entered into between the Supplier and the Customer in respect of the Customer's subscription to the Service pursuant to the terms of the Standard Customer Agreement.

**Subscription Year** means each consecutive period of 12 months, starting on the Commencement Date, during the term of this Agreement.

**Supplier's Bank Account** means the Supplier's bank account as specified in the relevant invoice supplied by the Supplier to the Customer or as otherwise notified by the Supplier to the Customer from time to time.

**Terms of Use** means the terms of use applicable to access to and use of the Site and the Content by the Customer and its Authorised Users, and made available at <https://www.fromcounsel.com/static/Document-Automation-Terms-of-Use.pdf>, as amended from time to time by the Supplier in accordance with their terms.

**UK Consumer Prices Index** means the CPI: Consumer Prices Index published monthly by the Office of National Statistics, available at <https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7g7/mm23>.

**VAT** means value added tax.

- 1.2 The clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 References to clauses are to clauses in this Agreement and references to paragraphs are to paragraphs in the Terms of Use.
- 1.4 References to the singular include the plural and vice versa, and references to one gender include any other gender.
- 1.5 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.6 In this Agreement "company" means any body corporate and "subsidiary" or "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006.
- 1.7 Any phrase introduced by any of the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Any reference to a statute, statutory provision or subordinate legislation (**legislation**) (except where the context otherwise requires) (i) shall be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- 1.9 Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.

1.10 Any reference to “pounds”, “**Sterling**” or “£” shall be to pounds Sterling.

## **2. Service**

2.1 The Supplier shall, from the Commencement Date, provide the Service to the Customer on and subject to the terms of this Agreement.

2.2 Subject to the provisions of this Agreement, the Supplier shall use reasonable endeavours to ensure that the Service is provided continuously and that access to the Site and the Content granted to Authorised Users is not interrupted.

2.3 The Customer agrees that:

2.3.1 the Supplier shall have no liability or responsibility in respect of any unavailability of the Service caused by repairs, maintenance or updating of the Site (whether scheduled or unscheduled);

2.3.2 to the maximum extent permitted by law, the Supplier makes no guarantee, warranty, representation or undertaking (whether express or implied) as to the accuracy, currency or completeness of the Content;

2.3.3 none of the Content constitutes a solicitation, offer, opinion, representation, endorsement or recommendation by the Supplier nor does it provide legal, tax, accounting, financial or investment advice or services. It is not intended to be and should not be relied on by the Customer or any third party to whom the Customer provides the Content to make, or refrain from making, any decisions or commitments. To the maximum extent permitted by law, the Supplier does not accept any liability or responsibility for action taken as a result of the Content or other information provided by the Supplier, including information provided via the Site. Appropriate independent and professional advice should be obtained in relation to any specific issues, questions or set of facts and before taking or refraining from taking, any action on the basis of the Content;

2.3.4 nothing in this Agreement or the Terms of Use or any other dealings between the Supplier and the Customer or the Supplier and any Authorised User shall operate to create a solicitor-client relationship or other fiduciary relationship and, to the maximum extent permitted by law, the provision of the Service shall not be construed to give rise to any duty of care or other duty of any kind between the Supplier and the Customer, the Supplier and any Authorised User, or the Supplier and any other third party; and

2.3.5 the Site and the Content may be added to, removed, updated, or otherwise changed at any time without notice to the Customer.

2.4 The Supplier shall have no liability or responsibility to the Customer under this Agreement if the Supplier is prevented from or delayed in performing (in whole or in part) its obligations pursuant to this Agreement as a result of a Force Majeure Event.

2.5 The sole remedy of the Customer for breach by the Supplier of clause 2.2 shall be a pro rata reduction in the Annual Fee, which will be:



- 2.5.1 calculated as a pro rata percentage of the Annual Fee representing the period during which the Service was unavailable or access to the Site or the Content was interrupted, (excluding for this purpose periods of unavailability or interruption caused by (i) a Force Majeure Event or (ii) repairs, maintenance or updating of the Site (whether scheduled or unscheduled)); and
- 2.5.2 deducted from the Annual Fee payable by the Customer in respect of the next Subscription Year.

### **3. Authorised Users**

- 3.1 Authorised Users shall be permitted to access the Site and the Content in accordance with this Agreement and the Terms of Use. Unless otherwise agreed in writing by the Supplier, only Associated Persons shall be permitted to be Authorised Users.
- 3.2 The number of Authorised Users shall not exceed the number of Authorised Users set out in the Subscriber Form (**Authorised User Maximum**).
- 3.3 Subject to clause 3.2, the Customer shall promptly notify the Supplier, in the format reasonably required by the Supplier, of:
  - 3.3.1 following entry into this Agreement, the details of persons whom it wishes to designate as Authorised Users; and
  - 3.3.2 from time to time:
    - (a) any changes to the details of existing Authorised Users;
    - (b) the removal of any existing Authorised User (for example, where an Authorised User ceases to be an Associated Person); and
    - (c) the proposed addition of an Authorised User.
- 3.4 The Supplier shall, in respect of Authorised Users to be added in circumstances where no increase to the Authorised User Maximum is required, as soon as reasonably practicable after receipt of a Notice in accordance with clause 3.3 and subject to the Customer's ongoing compliance with its obligations pursuant to this Agreement, grant access to the Site to each such additional Authorised User.
- 3.5 If the Supplier in its reasonable opinion believes that Authorised Users are being removed and replaced with the intention of circumventing the Authorised User Maximum, the Supplier reserves the right to reject a Notice for changes to and/or the addition of proposed Authorised Users and direct the Customer to consider increasing the Authorised User Maximum in accordance with clause 3.6.
- 3.6 If the Customer wishes to increase the Authorised User Maximum:
  - 3.6.1 the Customer shall notify the Supplier of the number of and details of the proposed additional Authorised Users, in a format reasonably required by the Supplier;

3.6.2 as soon as reasonably practicable following receipt of a Notice given under clause 3.6.1 the Supplier shall notify the Customer:

- (a) confirming whether the proposed additional Authorised Users can be designated as Authorised Users and granted access to the Site; and
- (b) if the Supplier has confirmed that the proposed additional Authorised Users can be granted access to the Site, of the amount of the increase in the Annual Fee payable by the Customer in respect of such additional Authorised Users for the remainder of the then current Subscription Year (the **Additional Annual Fee**); and

3.6.3 if the Customer notifies the Supplier that it accepts the Additional Annual Fee the Supplier shall issue an invoice for the same to the Customer and, following receipt by the Supplier of payment of the Additional Annual Fee in accordance with this Agreement:

- (a) as soon as reasonably practicable, the Supplier shall grant access to the Site to each additional Authorised User; and
- (b) the proposed additional Authorised Users shall be deemed to be Authorised Users for the purposes of this Agreement and the Authorised User Maximum shall be deemed to be increased by the agreed number of additional Authorised Users.

#### 4. Customer obligations

4.1 The Customer shall designate an administrative contact (the **Administrator**), who shall act as the primary contact for the Customer and be responsible for keeping up-to-date the list of Authorised Users and sending notices pursuant to clause 3. The Customer shall notify the Supplier of the name and contact details of the Administrator and shall notify the Supplier of any changes to the Administrator or their contact details.

4.2 Access to the Service is provided via Access Details and the FC Site. The Customer shall:

4.2.1 maintain appropriate technical and administrative controls to ensure that Access Details are accessible only by Authorised Users;

4.2.2 ensure that all Authorised Users are its Associated Persons and that only Authorised Users shall access or otherwise use the Site or any Content;

4.2.3 advise each Authorised User to treat Access Details as Confidential Information, and not to share Access Details (in whole or in part) with any other person;

4.2.4 advise each Authorised User that their access to and use of the Site and the Content are subject to the Terms of Use and the Privacy Policy;

4.2.5 procure that an Authorised User immediately ceases accessing and using the Site and the Content:

- (a) on ceasing to be an Authorised User or an Associated Person; or

- (b) if the Supplier suspends or cancels an Authorised User's access to the Site and the Content pursuant to paragraph 9 of the Terms of Use; and

4.2.6 promptly notify the Supplier if it discovers or reasonably suspects that the Site or the Content have been used or accessed by anyone other than an Authorised User or in any manner not permitted by the Licence.

4.3 The Customer and its Authorised Users shall be responsible for the provision of Customer Data, and the Supplier shall have no liability to the Customer arising as a result of or in connection with the effect such Customer Data might have on the Draft Documents and/or any mistake or error made by the Customer or its Authorised Users in providing such Customer Data. The Customer shall ensure that the Customer Data and any other material uploaded, input or saved on the Site by itself or any Authorised User:

4.3.1 complies with the Terms of Use;

4.3.2 does not infringe the rights of any third party, including any intellectual property rights a third party may hold; and

4.3.3 is not illegal or defamatory in any way,

and the Customer indemnifies and holds harmless each Indemnified Person from and against any and all Losses and Expenses any Indemnified Person incurs arising out of or in connection with any third party claim against an Indemnified Person arising from any Customer Data or other material uploaded, input or saved on the Site by the Customer or any Authorised User.

## **5. Mutual obligations**

5.1 The Customer shall in accordance with industry standards, and at its sole cost, implement and maintain appropriate technological and organisational measures against computer viruses and malicious or harmful software on the hardware and software (excluding the Site's underlying software) that it uses to access the Site or use the Content, including by installing appropriate anti-virus software on its systems.

5.2 The Supplier shall in accordance with industry standards, and at its sole cost, implement and maintain appropriate technological and organisational measures against computer viruses and malicious or harmful software on the hardware and software that it uses to provide access to the Site and the Content, including by installing appropriate anti-virus software on its systems.

## **6. Indemnity**

The Customer indemnifies and holds harmless each Indemnified Person from and against any and all Losses and Expenses any Indemnified Person incurs as a result of (a) the Customer's (or any Authorised User's or Associated Person's) breach of this Agreement or the Terms of Use, or (b) any third party claim against an Indemnified Person arising from the Customer's (or any Authorised User's or Associated Person's) actual or alleged misuse of the Site or the Content.

## **7. Annual Fee**

- 7.1 The Customer shall pay the Annual Fee as set out in the Subscriber Form. The Subscriber Form shall specify whether payment of the Annual Fee is to be by way of initial up-front payment or direct debit payments.
- 7.2 All payments by the Customer pursuant to this clause 7 shall be made:
- 7.2.1 in respect of initial up-front payments, by electronic transfer to the Supplier's Bank Account; and
- 7.2.2 in respect of direct debit payments, by way of electronic transfer to the Supplier's Bank Account according to the direct debit mandate set up by the Customer for the purpose.
- 7.3 All sums due to the Supplier under this Agreement are exclusive of VAT (if any), which shall be charged in accordance with the relevant legislation and regulations in force at the time of making the relevant taxable supply and shall be paid by the Customer against receipt from the Supplier of a valid VAT invoice.
- 7.4 All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding other than as required by law. Where any deduction or withholding is required by law, the Customer shall pay to the Supplier such additional sum as may be required in order that the net amount actually received and retained by the Supplier (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by the Supplier had no such deduction or withholding been required to be made. The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any amount payable to the Supplier in whole or in part.
- 7.5 Provision of the Service is conditional upon receipt by the Supplier of all amounts due by the payment due date and, unless otherwise agreed in writing by the parties, the Supplier will have no responsibility or liability to provide the Service until such payment has been received.

## **8. Warranties**

- 8.1 Each party represents and warrants to the other that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 8.2 The provisions of this Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by the Supplier to the maximum extent permitted by law.

## **9. Confidentiality**

- 9.1 Each party undertakes that it shall keep strictly confidential and shall not at any time disclose to any person the Confidential Information of the other party, except as permitted by clauses 9.2 and 9.3.

- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its holding companies, employees, officers, representatives and advisers who need to know such information for the purposes of exercising the party's rights or the carrying out of its obligations in each case under or in connection with this Agreement, provided that each party shall procure that persons to whom it discloses the other party's Confidential Information in accordance with this clause 9.2.1 comply with this clause 9;
  - 9.2.2 in the case of the Content, in accordance with the Licence;
  - 9.2.3 if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 9; and
  - 9.2.4 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, Notice shall be given to the other party of such required disclosure and the party making such disclosure shall use reasonable endeavours to procure and enforce confidentiality undertakings in its favour from the relevant third party.
- 9.3 The Supplier may disclose Confidential Information (excluding the Customer Data) to (a) a prospective purchaser of, or subscriber for, shares or other securities in the Supplier or any holding company of the Supplier, and (b) a prospective lender to the Supplier or any holding company of the Supplier.
- 9.4 The Customer agrees that disclosure of the Content in accordance with the Licence does not cause the Content to be in the public domain or otherwise permit any other disclosure or use of the Content not expressly permitted by the Licence.
- 9.5 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.6 Neither party shall (a) refer to the other party in any journal, magazine or other publication (whether online or otherwise), or (b) use the other party's name or logos (including any trade marks) in any advertising or publicity material, including on the Site, in each case without the prior written consent of the other party.

## **10. Data Protection**

- 10.1 Each party shall implement appropriate technical and organisational measures to protect Personal Data in order to prevent unauthorised or unlawful processing of the Personal Data and accidental loss or destruction of, or damage to, the Personal Data.
- 10.2 The Supplier shall only use or disclose Personal Data supplied by the Customer as permitted by this Agreement, in accordance with the Privacy Policy, or as otherwise required by law or regulation.
- 10.3 All Personal Data included in the Customer Data, and all other Personal Data supplied by the Customer to the Supplier in connection with the Service, shall be processed by the Supplier in accordance with the Data Processing Terms at Annex 1 to the Terms of Use.

10.4 The Customer shall ensure that adequate notice is given to Authorised Users and that, where necessary, appropriate consents are obtained from Authorised Users which in each case sufficiently address the extent to which the Supplier is entitled to use and process the Personal Data pursuant to the Agreement.

## 11. Term and renewal

11.1 Subject to clause 11.2, this Agreement shall continue in force from the Commencement Date for the Initial Term unless previously terminated by either party in accordance with clause 12.

11.2 This Agreement shall automatically renew for periods of one Subscription Year (each a **Renewal Term**). Not less than 60 days prior to the date of the expiry of the Initial Term or the relevant Renewal Term (as applicable) the Supplier may notify the Customer of the Annual Fee to be payable in respect of the provision of the Service for the next Subscription Year. In the absence of any such notice, the Supplier may increase the Annual Fee for the preceding Subscription Year by the greater of (i) five percent (5%), or (ii) the increase the UK Consumer Prices Index during the previous 12 months.

## 12. Termination

12.1 Either party may terminate this Agreement with effect from the end of the Initial Term or Renewal Term (as applicable) by giving written notice to the other party no later than 45 days prior to the end of the then current Subscription Year.

12.2 Each party shall be entitled (without prejudice to its other rights) to terminate this Agreement by giving Notice to the other party (the **Relevant Party**) if:

12.2.1 (i) the Relevant Party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent, or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Relevant Party, or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the Relevant Party or over all or any part of the assets of the Relevant Party, or (iv) the Relevant Party enters into or proposes any composition or arrangement with its creditors (or any class of its creditors) generally, or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction; or

12.2.2 the Relevant Party commits a material breach of this Agreement which is not capable of remedy or, in the case of a remediable breach, fails to remedy the breach within thirty days of receipt of the other party's Notice to do so,

and any such termination shall take effect either immediately or at such other date as may be specified in the Notice.

12.3 The Supplier shall be entitled (without prejudice to its other rights) to terminate this Agreement by Notice to the Customer if the Customer challenges the validity or subsistence of any intellectual property licensed to it by the Supplier under this Agreement.

### **13. Consequences of Termination or Expiry**

#### **13.1 The termination or expiry of this Agreement:**

13.1.1 shall not affect any provision of this Agreement which is expressly intended to survive or to operate in the event of the termination or expiry of this Agreement (which shall include this clause 13 and clauses 2, 9, 10, clauses 14 to 21, and clauses 22 and 24); and

13.1.2 shall not prejudice or affect the rights of either party against the other in respect of any breach of this Agreement or in respect of any monies payable by one party to the other in respect of the period prior to termination or expiry.

13.2 Upon termination or expiry of the Agreement the Customer shall ensure that all Authorised Users immediately cease accessing the Site and the Content.

### **14. Liability**

14.1 Nothing in the Agreement excludes or limits the Supplier's liability for (a) death or personal injury arising from the Supplier's negligence, (b) the Supplier's fraud or fraudulent misrepresentation, or (c) any other liability that cannot be excluded or limited under applicable law.

14.2 The Supplier will not be liable to the Customer for (a) loss of profits, (b) loss of sales or business, (c) loss of business opportunity, (d) loss of revenue, (e) loss of agreements or contracts, (f) loss of anticipated savings, (g) loss of or damage to goodwill, (h) wasted expenditure, (i) losses arising out of inaccuracies or omissions in the Content, (j) without prejudice to the Customer's rights under clause 2.5, loss or damage arising out of unavailability of the Content (k) without prejudice to clause 5.2, loss of use or corruption of software, data or information, or (l) any indirect or consequential loss or damage, even if the Supplier was aware that such loss or damage might be incurred by the Customer.

14.3 The total aggregate liability of the Supplier arising out of or in connection with this Agreement, the Terms of Use, the Service or use of the Site or the Content whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances:

14.3.1 in each Subscription Year (and subject to clause 14.3.2 below), exceed an amount equal to the Annual Fee paid by the Customer in respect of the Subscription Year in which such liability arose; and

14.3.2 in aggregate across all Subscription Years and for any liability after termination or expiry of the Agreement, exceed an amount equal to the highest Annual Fee paid by the Customer.

14.4 The Customer acknowledges and agrees that:

14.4.1 the sole remedy (to the maximum extent permitted by law) of the Customer against the Supplier for any Losses and Expenses suffered or incurred by the Customer arising out of or in connection with this Agreement, the Terms of Use, the Service or use of the Site or the Content by the Customer and/or its Authorised Users shall be a claim for breach of this Agreement; and

14.4.2 all other remedies in tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement, the Terms of Use, the Service or use of the Site or the Content by the Customer and/or its Authorised Users are excluded to the maximum extent permitted by law.

14.5 To the maximum extent permitted by law, the Customer shall ensure that no claims for Losses and Expenses will be brought directly against the Supplier by any Authorised User or Associated Person, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement, the Terms of Use, the Service or use of the Site or the Content by the Authorised Users.

## 15. Notices

15.1 Any notice or notification from one party (**Sender**) to the other party (**Recipient**) given under this Agreement (**Notice**) must be in writing (which, save as set out in clause 15.2 below and for the purposes of sending a copy of the notice, excludes e-mail), signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery or sending must be retained by the Sender. The details of the parties for the purpose of Notices are as follows (and each party shall promptly notify the other in writing of any change from time to time):

### FromCounsel Limited

For the attention of: The General Counsel and the Chief Operations Officer  
Address: Suite 2, 43 Bedford Street, London, UK, WC2E 9HA  
Copy to: [notices@fromcounsel.com](mailto:notices@fromcounsel.com)

### Customer

For the attention of: [Name of Administrator as per Subscriber Form]  
Address: [Address as per Subscriber Form]  
Copy to: [Email address of Administrator as per Subscriber Form]

15.2 For the purposes of clauses 3, 4.1 and 7.2, a Notice may be given by the Sender by sending an email to the Recipient. The details of the parties for the purpose of such email Notices are as follows (and each party shall promptly notify the other in writing of any change from time to time):

Party	Email address
FromCounsel Limited	<a href="mailto:notices@fromcounsel.com">notices@fromcounsel.com</a>
Customer	[Email address of the Administrator as per Subscriber Form]

15.3 Any Notice shall be deemed to have been served:



- 15.3.1 if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
- 15.3.2 if sent by recorded delivery or registered post, forty-eight hours from the date of posting (such date as evidenced by proof of postage kept by the Sender);
- 15.3.3 if sent by registered airmail, five days from the date of posting (such date as evidenced by proof of postage kept by the Sender); or
- 15.3.4 if sent by email and received by the server hosting the email address to which it is sent:
  - (a) between 9am and 5pm (“business hours”) on a Business Day, when it is so received; and
  - (b) outside of business hours, at 9am on the next Business Day after it is so received.

**16. Priority**

The Terms of Use and this Agreement shall apply to the use of the Site and the Content by the Customer and its Authorised Users. If there is any conflict or inconsistency between any provision of this Agreement and any provision of the Terms of Use, this Agreement shall prevail to the extent of the conflict or inconsistency.

**17. Variation**

No variation of this Agreement shall be effective unless made in writing and signed by each of the parties or by their duly authorised representatives.

**18. Severance**

Each of the provisions of this Agreement operates separately. If any provision or part-provision of this Agreement is deemed invalid, illegal or for any reason unenforceable then that provision or part-provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions or part-provisions of this Agreement.

**19. Remedies cumulative**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**20. No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the parties, constitute either party as agent for the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

**21. No waiver**

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party

waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

## **22. Third party rights**

- 22.1 A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999, provided always that the provisions of clauses 4.3 and 6 are for the benefit of each Indemnified Person (and each such person shall be entitled to assert and enforce those provisions directly).
- 22.2 The parties do not need the consent of any third party to vary any provisions of this Agreement or terminate this Agreement in accordance with its terms.

## **23. Assignment**

- 23.1 The Customer may not assign, novate, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with this Agreement, or with any of its rights or obligations under it, without the prior written consent of the Supplier.
- 23.2 The Supplier may assign, novate, or transfer any of its rights or obligations under this Agreement to another legal entity by giving written notice to the Customer. The Customer will enter into any agreement reasonably required to effect any of the above.
- 23.3 Notwithstanding clause 23.2, the Supplier may sub-contract any or all of its obligations under this Agreement without giving notice to the Customer.

## **24. Governing law and jurisdiction**

- 24.1 This Agreement, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.
- 24.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including any non-contractual disputes or claims).