



Trust Referencer Terms & Conditions of Use

1 April 2019

You should read these terms and conditions carefully - by subscribing to, accessing and using the Trust Referencer service you confirm that you accept these Terms and Conditions of Use and agree to be bound by them.

1. Definitions

In these terms and conditions:

- 1.1 "We", "Us", or "Our" refer to Arken.legal (UK) Limited (company number 02690082), trading as Arken.legal of General Wolfe House, 83 High Street, Westerham, Kent TN16 1PG. which expression shall include Our assigns and successors in business
- 1.2 "You" or "Your" means you, as an individual, subscribing to, accessing and using the TR Service
- 1.3 "TR Service" means the on-line Trust Referencer service
- 1.4 "Fee" means the annual subscription amount payable by You to use the TR Service
- 1.5 "Commencement Date" means the date of payment of Your first Fee
- 1.6 "Client" or "Clients" means an individual or individuals who are Your Clients and to whom You personally provide legal and/or financial or other advice and services
- 1.7 "Third Party" means any individual who is not a Client
- 1.8 "Commercial Third Party" means an individual (who is not a Client), firm, practice, partnership, company, business or organisation
- 1.9 "Intellectual Property Rights" means all copyright, design right, registered designs, patents, trade and service marks, rights in relation to databases, know-how, rights in Confidential Information and all other intellectual property rights throughout the world, whether registered or unregistered and including all rights to applications, pending registrations, renewals and reversions
- 1.10 "Confidential Information" includes, but is not limited to, all information which is not publicly known including business, finances, technology, trade secrets, and any other commercially sensitive information of either us or You regardless of its nature
- 1.11 "Content" means all information and material contained or referred to on the Site and within the TR Service including downloadable reports
- 1.12 "Site" means Our website www.trustreferencer.com
- 1.13 "Virus" means any viruses, worms, Trojan horses or any other computer code designed to disrupt or adversely impact computer systems, networks or devices

2. Licence

- 2.1 On payment of the Fee You are granted a personal, non-exclusive, non-transferable, revocable, limited Licence to access and to use the TR Service in accordance with these terms and conditions.
- 2.2 This Licence is an annual licence commencing on the Commencement Date.
- 2.3 You cannot assign or sub-licence the benefit of this Licence.

3. Limitation on Use

- 3.1 This Licence is for Your personal use only and not for commercial exploitation.
- 3.2 You can only access and use the TR Service for Your own personal information and to provide information to Clients.
- 3.3 You must not use the TR service to provide information, advice or Content to any Third Party or Commercial Third Party.
- 3.4 You must not allow any Client, Third Party or Commercial Third Party to access, or to have access to the TR Service.

4. Payment

- 4.1 The Fee is payable annually in advance by direct debit, debit or credit card.
- 4.2 In the event that We agree to accept payment of the Fee by any other method (for example, monthly direct debit order) You agree and acknowledge that in the event of termination of this Licence for any reason You are liable to pay to Us any unpaid balance of the Fee

5. Your Obligations

- 5.1 You undertake and agree that You will at all times during the continuance of this Licence and, where applicable, following termination, observe and perform the terms and conditions of this Licence.
- 5.2 You undertake and agree that You will keep Your password and log-on details secure and will not allow the same to be made available to or used by any other person.
- 5.3 You will bring to Our attention immediately any improper or wrongful use of the TR Service.
- 5.4 You will notify Us immediately should You become aware of any Content error.
- 5.5 You must not do anything that would bring Our good name or reputation or that of the Site or the TR Service into disrepute.
- 5.6 As between You and Clients You accept full responsibility for any information and/or advice given by You to Clients and will indemnify Us in respect thereof.
- 5.7 Responsibility for any professional indemnity insurance cover in respect of any such information and/or advice rests with You.
- 5.8 You will not incur any liability on Our behalf.

6. Our Obligations

- 6.1 To rectify any material errors in the Site, the TR Service, and Content as soon as possible after becoming aware of or being notified (by you or any other person or party) of the same and We reserve the right to suspend the TR Service whilst any such errors are rectified.
- 6.2 To comply with Our Data Protection Policy (available at www.arken.legal) and all current data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation EU2016/679.

7. Warranties and IPR

- 7.1 We warrant that We have full right and power to grant this Licence and that the TR Service does not infringe any industrial or Intellectual Property Rights of a third party.
- 7.2 No warranty is given as to the functionality or compatibility of the TR Service with any particular browser, operating environment, including but not limited to mobile devices, or software.
- 7.3 We do not warrant that the availability of the Site or the TR Service will be uninterrupted or error free.
- 7.4 You shall not acquire any right title or interest in any Intellectual Property Rights in the Site, the TR Service, or Content or any part thereof or in any methodology, technique, know-how, methods or general business or technical knowledge used or developed by Us in the Creation of the TR Service or Content which shall remain Our property.
- 7.5 Other than the express warranties contained in this Clause 6, We make no other representation or warranty of any kind, express or implied, regarding the TR Service and/or Content including, without limitation, warranties of satisfactory quality or fitness for a particular purpose.

8. Reservation of Rights

We reserve the right to:

- 8.1 suspend or withdraw the Site and/or the TR Service at Our sole discretion at any time;
- 8.2 to change these terms and conditions without notice at any time.

9. Termination

- 9.1 Your Licence will terminate automatically at the end of twelve (12) months from the Commencement date
- 9.2 We may terminate the Licence granted by these terms and conditions with immediate effect if You are in breach of any of its terms and conditions.

10. Non-Recourse

You shall have no claim against us arising from any third party actions brought against You arising from any Content.

11. Limitation of Liability

- 11.1 Whilst We will take such measures as are consistent with good industry practice to reasonably ensure that the Site is fit for purpose and free from Virus We do not accept liability for the transmission of any Virus.
- 11.2 We accept no responsibility for the appropriateness of any Content.
- 11.3 We are not liable under, or in relation to these terms and conditions, or the TR Service or the Site (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), for any loss of profits; loss of sales or turnover; loss of business; loss of, or loss of use of any data; loss of, or loss of use of any computer or other equipment or plant; loss of or damage to reputation; loss of opportunity; loss of information; loss of anticipated savings; loss or wasted time; indirect loss or damage; consequential loss or damage; or special loss or damage, even if We shall have been advised of the possibility of any such loss. For the purposes of this clause the terms "loss" includes a partial loss or reduction in value as well as a complete or total loss.
- 11.4 Subject to 11.3 above Our aggregate maximum liability to You in contract, tort or otherwise (including liability for negligence or breach of statutory duty) under or in connection with these terms and conditions shall be limited to a

sum equal to the Fee paid by You for the twelve (12) months prior any such claim.

12. General

- 12.1 Neither the Site nor the Service provide legal or financial advice nor represent a legal or financial advisory service.
- 12.2 We shall not be liable for any delay or failure to perform any obligations on Our part pursuant to this Licence resulting from circumstances or events outside of Our control or if such delay or failure is due to force majeure.
- 12.3 If any provision of these terms and conditions is found void and unenforceable, it will not affect the validity of the remainder of the provisions which shall remain valid and enforceable.
- 12.4 These terms and conditions shall be governed by the laws of England and Wales.
- 12.5 Headings used in these terms and conditions are for ease of reference only and shall not affect its interpretation.