

1. Parties

This agreement for the provision of the Online Service (defined in clause 2) is subject to the terms and conditions set out in this document ("Terms") and is between Company Reporting Limited (Registered No. SC121603) of 75 Chetwynd Road, London, NW5 1DA, UK ("the Company") and the Customer identified by (i) the user name and password used when successfully accessing the Online Service or (ii) the current payment invoice or renewal notice in the case of a renewed subscription.

2. Service

- 2.1 In this agreement the 'Online Service' means the online access to the Members' Area of www.companyreporting.com
- 2.2 Save for the provisions in respect of payment, these Terms shall also apply to the Customer during any trial period. 10.
- 2.3 The trial period will be notified to the Customer. Access may be terminated at the end of the trial period where the Customer does not take up a subscription immediately thereafter.

3. Licence

- 3.1 The Company hereby grants to the Customer, and its authorised user or users, an exclusive non-transferable licence for each authorised user to access and use the Online Service subject to these Terms.
- 3.2 An authorised user is a person to whom The Company has provided a user name and password.
- 3.3 All rights to access and use the Online Service granted to the Customer or restrictions imposed on the Customer can be exercisable or observed (as the case may be) by each authorised user. It shall be the responsibility of the Customer to ensure that authorised users act in accordance with such requirements.

4. Amendments to the Online Service

The Company may from time to time at its own discretion amend particular programs, information and facilities of the Online Service and may promote additional modules or services available at rates to be mutually agreed between the parties.

5. Duration

The period of access to the Online Service coincides with the trial period or the subscription period specified in the current payment invoice or renewal notice.

6. Price

The price of the Product Package is specified in the current payment invoice or renewal notice.

7. Permitted Acts

7.1 In this clause 7: "Data" means any information available on the Online Service; "Extract" means insubstantial parts from the Data (including PDF Documents defined at clause 7.3); and "Work Product" means the Customer's own documents, memoranda, advices, briefs and other materials whether in print or in electronic form created by the Customer in the regular course of the Customer's principal business.

7.2 The Customer may:

- (a) view the Data (or parts thereof) on screen;
- (b) print (but, subject to (c) below, not copy and/or supply) Data (or parts thereof);
- (c) print, copy and/or supply an Extract (whether in print or electronic form) to anyone within the same organisation; and
- (d) reproduce an Extract in any Work Product and supply in accordance with (c)

7.3 For the avoidance of doubt, any Data presented in a PDF (or similar image format) ("PDF Documents") shall only be for the use of authorised users (see clause 3.2) and no one else.

Permitted Acts – storage

7.4 the Customer may store (whether in print or electronic form or both) Extracts (as incorporated in any Work Product) provided such stored material shall not be stored or used in any form of database whether current or archival the main purpose of which is for the storing and/or providing access to know-how.

Limitations

7.5 Except as expressly permitted by this agreement or as made available to the Customer as part of the functionality of the Online Service, the Customer may not in respect of the Data or Extracts (or any part thereof) ("Material"):

- (a) copy, download, store, publish, transmit, transfer, sell or otherwise use the Material in any form or by any means;
- (b) re-use, assume, reverse engineer, disassemble, attempt to discern the source code or interfere in any way with the Material;
- (c) modify or make any alterations, additions or amendments to the Material;
- (d) combine the whole or any part of the Material with any other software, data or material;
- (e) create derivative works from the whole or any part of the Material; or
- (f) sell, licence or distribute the Material to third parties or use the Material as a component of or as a basis for any material offered for sale, licence or distribution.

7.6 The Customer shall use its reasonable endeavours to keep any Data stored (as permitted under this agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part.

7.7 The Customer shall not delete, erase, remove, deface or cover up any copyright or other proprietary notice, disclaimer or other of the Company's statement(s) used in connection with the Data, nor shall Customer authorise another person to do so.

8. Copyright

The Customer acknowledges that the copyright, trademarks, and all other intellectual property rights subsisting in or used in connection with the Online Service are the property of the Company or its licensors as the case may be, apart from the Customer's own pre-existing copyrights and trademarks.

9. User name and password

The Company shall allocate a user name and password ("Password") (or such other identifiers as it thinks fit) to access and use the Online Service. Any Password is issued for use exclusively by the authorised user (see clause 3.2) only and must not be shared with others whether in the Customer's organisation or otherwise. The Customer is solely responsible for maintaining security of such Passwords.

Warranty & Liability

Warranties

- 10.1.1 The Online Service is provided, subject to clause 8 only, "AS IS" without warranty of any kind, express or implied, including but not limited to warranties of performance, availability, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness, timeliness, delays.
- 10.1.2 The Company does not give any warranty that access to the Online Service will be uninterrupted or continuously available.
- 10.1.3 The Company warrants that it has all necessary rights to permit the Customer to use the Online Service as set out in this agreement.

Liability

- 10.2 The Company shall not be liable to the Customer in contract, tort or otherwise for any direct loss or any consequential loss including loss of revenue business, anticipated savings or profits, loss of goodwill or data howsoever arising suffered by the Customer in connection with the Online Service (whether or not caused by the negligence of the Company),
- 10.3 Further, the Company shall have no liability whatsoever for any liability of the Customer to any third party which might arise in connection with the Customer's use of the Online Service
- 10.4 None of the terms of this agreement shall operate to:
 - (a) exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of the Company; or
 - (b) affect statutory rights where this agreement is entered into as a consumer transaction (as defined by any relevant legislation).
- 10.5 The Company shall have no liability to the Customer for any interruption or delay in access to the Online Service irrespective of the cause, or for any loss of revenue, or any other direct or indirect damage or claims caused by your access to the Online Service.

Disclaimer

- 10.6 Certain elements of the Online Service may contain material submitted by third parties or links to third party websites. The Company accepts no responsibility for the content or accuracy of such material or websites.
- 10.7 Where material can be posted to the Online Service (howsoever arising), it is a condition of use of the Online Service that the Customer accepts full responsibility for the content submitted by the Customer. The Customer warrants that they will not post material that is obscene, indecent, objectionable, libellous, in breach of the Official Secrets Acts or is racially prejudicial and further that publication of such content will not expose The Company to any civil or criminal proceedings. Without limiting the foregoing, The Company shall have the right to remove any material from the Online Service that violates these Terms or it deems (in its sole discretion) to be otherwise objectionable.
- 10.8 The information provided to the Customer by or in relation to the Online Service (including but not limited to Email Alerts and Newsletters,) ("Information") constitutes general information. Customer should neither act nor refrain from action, on the basis of such Information. Nothing in the Online Service or the Information constitutes legal or investment advice. The Customer should always consult a suitably qualified professional on any specific matter. The Company disclaims all responsibility for all consequences of the Customer acting on, or refraining from acting in reliance on the Information.
- 10.9 The opinions expressed in the Online Service can be those of the individual authors and contributors and not necessarily those of The Company.

11. Indemnity

The Customer undertakes to fully indemnify and keep indemnified the Company against all actions, proceedings, costs, claims in respect of any breach by the Customer of any of the provisions of this agreement.

12. Entire Agreement

- 12.1 This agreement supersedes any arrangements or agreements made between the parties prior to the accepting of this agreement and constitutes the entire understanding between the parties hereto.
- 12.2 If there is any ambiguity or conflict between the Terms of this agreement and the terms of any other agreement to which the supply of the Online Service to the Customer is expressed to be subject, then the Terms of this agreement shall prevail, but only to the extent of such ambiguity or conflict.

13. Confidentiality and data protection

- 13.1 Any of the Customer's data stored using any of the Online Service functionality will be kept confidential and only used for the performance of this agreement.

- 13.2 Any personal data collected by the Company in the performance of this agreement will be kept confidential and used only for the purposes of performing this agreement.
- 13.3 The Company has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to Customer's personal data.

14. English Law

This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this agreement.