



## LIBRYO SUBSCRIPTION CUSTOMER TERMS

These Customer Terms, along with the Deal Terms (collectively the Agreement), govern the legal relationship between Libryo Ltd (Libryo) and the individual or entity (Customer or you) which has identified itself on and executed the Deal Terms. Since this is a legal agreement, we could not avoid at least some of the language sounding a little “lawyerish”, but we have tried to make it as readable and as easily understandable as possible. Please read through the entire Agreement carefully.

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### 1 INTRODUCTION

**The purpose of this clause is to provide you with the context and reasons which explain why we are entering into this Agreement with one another.**

- 1.1 Libryo is the owner and operator of the Libryo Platform and the Libryo Services, which enable any organisation to know and understand their obligations in any Context, in a customised, Context-specific manner.
- 1.2 The Customer wishes to subscribe for the Libryo Services.
- 1.3 Libryo wishes to provide the Libryo Services to the Customer.
- 1.4 The Parties are therefore entering into this Agreement to regulate and record this relationship.

### 2 CUSTOMER LICENCE

**This clause is important because it sets out the terms on which we grant you a Licence to access and use the Libryo Platform and Libryo Services. It also describes the limitations which apply to your use of your Licence.**

- 2.1 Subject to these Terms and the payment of the Subscription Fee, Libryo grants the Customer and its Authorised Users a revocable, non-exclusive, non-transferable licence (the **Licence**) to:
  - 2.1.1 access and make use of the Libryo Services through the Libryo Platform and to view, search, use, export, print and copy the Content solely in accordance with the Libryo Platform functionality provided by Libryo, during any trial period or the term of the Customer Terms (in each case as relevant to the Customer), in the ordinary course of the Customer’s business and for internal purposes only, subject to the restrictions below; and

2.1.2 except where Libryo exercises its rights under clause 14.2, 14.3 and/or 14.4, for a reasonable period of time following the suspension or cancellation of the Customer's access to the Libryo Platform and the Libryo Services or termination or expiry of these Customer Terms (**Cessation**), use Content that the Customer has copied, translated, modified, amended, customised or created derivative works of prior to Cessation for the sole purposes of storing advice, training, legal updates and other materials and communications (whether in hard copy or electronic form) for the Customer's record-keeping purposes, as may be reasonably required to comply with any law or regulation applicable to the Customer,

2.2 The Customer shall not:

2.2.1 resell, sublicense or distribute the Libryo Platform or the Content (or any related products or services);

2.2.2 access the Libryo Platform or the Content for the purpose of developing a product or service that competes with the Libryo Platform;

2.2.3 copy the features, technology or user interface of the Libryo Platform for any purpose;

2.2.4 gain, or attempt to gain, unauthorised access to, or disrupt the integrity or performance of, the Libryo Platform or any of the Libryo Platform's underlying software or source code;

2.2.5 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Libryo Platform's underlying software or source code except where expressly permitted by law (to the extent such permission cannot be excluded by agreement between Libryo and the Customer);

2.2.6 use the Libryo Platform or the Content in a way that infringes the copyright, trademarks or other intellectual property rights owned by or licensed to Libryo or any third party;

2.2.7 create any database of, or other store for, the Content (or any material part of it) that creates the ability for the Customer or any third party to access the Content (or any material part of it) or has the effect of permitting offline or other access to the Content (or any material part of it) without requiring the use of the Libryo Platform or other services provided by Libryo;

2.2.8 use, copy, translate, modify, amend or create derivative works based on the Content other than in accordance with the Licence (and, where providing such to a third party, the Customer will comply with any of Libryo's instructions, including any instructions on the Libryo Platform, that require the Customer to acknowledge Libryo's status or the status of any identified sources, contributors or authors as the owners of the Content);

- 2.2.9 provide Libryo with any information which might breach the Customer's professional or other legal duties;
- 2.2.10 make available the Libryo Platform or the Content (or any part thereof or any derivation therefrom) to any other person except as specifically permitted by these Customer Terms; or
- 2.2.11 disclose the login details of any Authorised Users (including login or user ID and/or password details) to the Libryo Platform to any other person and the Customer:
  - 2.2.11.1 acknowledges that the Content and the login details provided by Libryo to Authorised Users are Libryo's Confidential Information, the use and disclosure of which is only permitted in accordance with these Customer Terms.
  - 2.2.11.2 agrees to promptly inform Libryo in the event that it knows or suspects that the login details of any Authorised Users have been used by anyone other than the relevant Authorised User to access and use the Libryo Platform or if it knows or suspects that a person other than an Authorised User has accessed the Libryo Platform and/or used the Content in a way that is not permitted by the Licence.

### 3 SERVICES AND DISCLAIMER

**The purpose of this clause is to set out the service undertakings which Libryo gives to you when providing you with the Libryo Services. It also sets out the limitations which apply to the provision of such services, so that you know what you can expect from Libryo.**

- 3.1 Libryo shall, from the Commencement Date, provide the Libryo Services to the Customer on and subject to the terms of the Agreement.
- 3.2 Subject to the provisions of the Agreement, Libryo shall use reasonable endeavours to ensure that the Libryo Services are provided continuously and that access to the Libryo Platform and the Content granted to Authorised Users is not interrupted.
- 3.3 Libryo uses reasonable endeavours to identify Content / laws and regulations that apply to the Customer's business but the Customer acknowledges and agrees that (i) such Content / laws and regulations are determined by Libryo based on information submitted by the Customer to Libryo, (ii) the Customer will not rely on the Content for the purposes of fulfilling its legal and regulatory obligations, and (iii) Libryo is not liable for failing to identify any Content / laws and regulations that do apply to the Customer's business.
- 3.4 EXCEPT AS OTHERWISE STATED IN THIS CLAUSE 3, THE LIBRYO SERVICES AND LIBRYO PLATFORM ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIBRYO DOES NOT WARRANT OR REPRESENT THAT THE CUSTOMER'S USE OF THE LIBRYO SERVICES OR LIBRYO PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE LIBRYO SERVICES OR LIBRYO PLATFORM WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE LIBRYO SERVICE, LIBRYO

PLATFORM AND/OR ANY DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND THE CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY LIBRYO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ALL OF WHICH ARE DISCLAIMED. LIBRYO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE CUSTOMER'S USE OF THE LIBRYO SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. THE CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSES.

3.5 THE CUSTOMER ACKNOWLEDGES AND AGREES THAT:

3.5.1 THE CONTENT IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO BE A DEFINITIVE OR COMPLETE STATEMENT OF THE LAW OR LEGAL ADVICE ON ANY GIVEN SUBJECT.

3.5.2 LIBRYO IS NOT A LICENSED LAW FIRM OR ATTORNEY AND THE LIBRYO SERVICES, LIBRYO PLATFORM AND CONTENT DO NOT CONSTITUTE THE PRACTICE OF LAW NOR THE PROVISION OF LEGAL ADVICE.

3.5.3 THE CONTENT DOES NOT ADDRESS A CUSTOMER'S OR ANY THIRD PARTY'S INDIVIDUAL REQUIREMENTS WITH RESPECT TO THE RULES, LAWS, REGULATIONS, AND ACCEPTED PRACTICES OF ANY PARTICULAR JURISDICTION, TERRITORY, OR LOCATION THAT THE CUSTOMER MAY OR MAY NOT OPERATE OR REQUEST LIBRYO SERVICES, LIBRYO PARTNER SERVICES, OR CONTENT FOR, AND IS NOT TAILORED TO ANSWER ANY SPECIFIC QUESTION OR SET OF FACTS RAISED BY A CUSTOMER OR ANY THIRD PARTY;

3.5.4 ANY OF THE CONTENT MAY BE OUT OF DATE AT ANY GIVEN TIME;

3.5.5 THE LIBRYO PLATFORM AND THE CONTENT MAY BE ADDED TO, REMOVED, UPDATED OR OTHERWISE CHANGED AT ANY TIME WITHOUT NOTICE TO THE CUSTOMER; AND

3.5.6 LIBRYO DOES NOT GUARANTEE OR GIVE ANY WARRANTY, REPRESENTATION OR UNDERTAKING (WHETHER EXPRESS OR IMPLIED) AS TO THE ACCURACY, CURRENCY OR COMPLETENESS OF THE CONTENT.

3.6 THE CUSTOMER ACKNOWLEDGES AND AGREES THAT -

- 3.6.1 IT HAS NO EXPECTATION AND HAS RECEIVED NO ASSURANCES THAT ITS BUSINESS RELATIONSHIP WITH LIBRYO OR ITS AFFILIATES WILL CONTINUE BEYOND THE TERM OF THIS AGREEMENT, THAT ANY INVESTMENT BY IT IN CONNECTION WITH THIS AGREEMENT WILL BE RECOVERED OR RECOUPED, OR THAT IT WILL OBTAIN ANY ANTICIPATED AMOUNT OF PROFITS; AND
- 3.6.2 IT WILL NOT HAVE OR ACQUIRE BY VIRTUE OF THIS AGREEMENT OR OTHERWISE, ANY VESTED, PROPRIETARY OR OTHER RIGHT IN THE PROMOTION OF ANY SERVICES PROVIDED BY LIBRYO OR ITS AFFILIATES OR IN ANY GOODWILL CREATED BY ITS EFFORTS.
- 3.7 LIBRYO SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE CUSTOMER UNDER THE AGREEMENT IF LIBRYO IS PREVENTED FROM OR DELAYED IN PERFORMING (IN WHOLE OR IN PART) ITS OBLIGATIONS PURSUANT TO THE AGREEMENT AS A RESULT OF A FORCE MAJEURE EVENT.

#### 4 **AUTHORISED USERS**

**This clause sets out the terms on which Authorised Users may be given access to the Libryo Platform, as well as the information which Libryo requires in order to facilitate this process.**

- 4.1 Authorised Users shall be permitted to access the Libryo Platform and the Content in accordance with these Customer Terms including the Interactive Services Code of Conduct. Unless otherwise agreed in writing by Libryo, only Associated Persons shall be permitted to be Authorised Users.
- 4.2 The Customer shall promptly notify Libryo, in the format reasonably required by Libryo, of:
- 4.2.1 following entry into the Agreement, the details of persons whom it wishes to designate as Authorised Users; and
- 4.2.2 from time to time:
- 4.2.2.1 any changes to the details of existing Authorised Users;
- 4.2.2.2 the removal of any existing Authorised User (for example, where an Authorised User ceases to be an Associated Person); and
- 4.2.2.3 the proposed addition of an Authorised User.
- 4.3 Libryo shall, in respect of Authorised Users to be added, as soon as reasonably practicable after receipt of a Notice in accordance with clause 4.2, and subject to the Customer's ongoing compliance with its obligations pursuant to the Agreement, notify the Customer of the Login Details for each such additional Authorised User.

## 5 CUSTOMER OBLIGATIONS

**This clause sets out additional obligations with which you agree to comply. These particular obligations are important in order to enable Libryo to provide the Libryo Services as efficiently and effectively as possible.**

- 5.1 The Customer shall designate an administrative contact or representative (the **Customer Representative**), who shall oversee the enforcement of the obligations of the Customer in terms of the Agreement, act as the primary contact for Libryo and be responsible for keeping up-to-date the list of Authorised Users and sending notices pursuant to clause 4. The Customer shall notify Libryo of the name and contact details of the Customer Representative and shall notify Libryo of any changes to the Customer Representative or their contact details.
- 5.2 In addition, the Customer shall designate a responsible person for each Place (the **Responsible Person**), who shall -
- 5.2.1 act as the primary contact for the Customer Representative and Libryo at each such Place;
- 5.2.2 oversee the enforcement of the obligations of the Customer in respect of each Place respectively; and
- 5.2.3 be responsible for keeping the Customer Representative up-to-date.
- 5.3 The Customer shall notify Libryo of the name and contact details of each Responsible Person and shall notify Libryo of any changes to any Responsible Person or their contact details.
- 5.4 The Customer shall:
- 5.4.1 put in place appropriate technical and administrative controls to ensure that Login Details are accessible only by Authorised Users;
- 5.4.2 ensure that all Authorised Users are its Associated Persons and that only Authorised Users shall access or otherwise use the Libryo Platform or any Content;
- 5.4.3 advise each Authorised User to treat Login Details as Confidential Information, and not to share Login Details (in whole or in part) with any other person;
- 5.4.4 advise each Authorised User that their access to and use of the Libryo Platform and the Content are subject to the Interactive Services Code of Conduct and Privacy Policy;
- 5.4.5 ensure that an Authorised User immediately ceases accessing and using the Libryo Platform and the Content:
- 5.4.5.1 on ceasing to be an Authorised User or an Associated Person; or

- 5.4.5.2 if Libryo suspends or cancels an Authorised User's access to the Libryo Platform and the Content; and
- 5.4.5.3 promptly notify Libryo if it discovers or reasonably suspects that the Libryo Platform or the Content have been used or accessed by anyone other than an Authorised User or in any manner not permitted by the Licence.
- 5.5 The Customer shall ensure that
  - 5.5.1 Users are aware of and comply with the Interactive Services Code of Conduct;
  - 5.5.2 any material uploaded to the Libryo Platform by itself or any Authorised User:
    - 5.5.2.1 complies with the Interactive Services Code of Conduct.
    - 5.5.2.2 does not infringe the rights of any third party, including any intellectual property rights a third party may hold; and
    - 5.5.2.3 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 the material uploaded by or otherwise attributable to the Customer or any Authorised User.

## 6 MUTUAL OBLIGATIONS

**This clause sets out the mutual obligations of the Parties, primarily in relation to putting in place reasonable measures to guard against computer viruses and malicious or harmful software.**

- 6.1 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 Libryo Platform's underlying software) that it uses to access the Libryo Platform or use the Content, including by installing appropriate anti-virus software on its systems.
- 6.2 Libryo 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 Libryo Platform and the Content.

## 7 ACCESS TO THE LIBRYO PLATFORM, CHANGES AND UPDATES

**This clause sets out additional terms and limitations which apply to your accessing of the Libryo Platform. It also explains how and when we may make changes and updates.**

- 7.1 Unless expressly agreed otherwise, Libryo is under no obligation to provide uninterrupted access to the Libryo Platform or the Content. Access to all or any part of the Libryo Platform or the Content may be restricted from time to time to allow for repairs, maintenance or updating or for any other reason.
- 7.2 Libryo may update, amend, suspend, withdraw, discontinue or change all or any part of the Libryo Platform or the Content at any time and without notice. Notwithstanding the foregoing, Libryo will nevertheless endeavor to -
- 7.2.1 provide the Customer and its Authorised Users with reasonable notice of any Scheduled Downtime;
- 7.2.2 ensure that Scheduled Downtime will occur outside of core working hours, except where there is a material system incident, in which case Libryo will notify the Customer immediately; and
- 7.2.3 manage any migrations of services from one service provider to another, so as to ensure that disruption of the Libryo Services is kept to a reasonable minimum.

## 8 INDEMNITY

**This clause sets out the scope and bases for the indemnity which you agree to give to Libryo. Please read this clause carefully.**

The Customer indemnifies and holds harmless each Indemnified Person from and against any and all Losses and Expenses that any Indemnified Person incurs as a result of –

- 8.1 the Customer's (or any Authorised User's or Associated Person's) breach of the Agreement; and/or
- 8.2 incorrect, incomplete or outdated information furnished to Libryo by the Responsible Persons, in the Context Brief, or otherwise; and/or
- 8.3 any third party claim against an Indemnified Person arising from the Customer's (or any Authorised Users or Associated Persons) actual or alleged misuse of the Libryo Platform or the Content.

## 9 PAYMENT OF FEES

**This clause sets out the details of the Fees to be paid by you including when and how such payments are required to be made.**



- 9.1 The Customer shall pay the Fees as set out in the Deal Terms.
- 9.2 The Deal Terms shall specify whether payment of the Fees is to be made monthly or annually.
- 9.3 The Customer acknowledges and agrees that Libryo may also charge the Customer necessary Disbursements from time to time.
- 9.4 All payments by the Customer pursuant to this clause 9 shall be made by the Customer as follows:
- 9.4.1 in respect of Fees to be paid annually, such fees shall be paid as initial upfront payments, by electronic transfer in to Libryo's Bank Account within 30 (thirty) days of receipt of a tax invoice;
- 9.4.2 In respect of Fees to be paid monthly, the Customer shall authorize a debit order in favour of Libryo. Such debit payments shall be made by way of electronic transfer to Libryo's Bank Account according to the direct debit mandate set up by the Customer for the purpose. To the extent any Fees payable by direct debit payments are not properly authorized and executed, the Customer shall be deemed to have elected to pay the full annual amount of such fees in advance and the Customer shall be issued with an invoice reflecting such amount which will be payable in accordance with clause 9.4.1; and
- 9.4.3 in respect of Disbursements, by electronic transfer to Libryo's Bank Account within 30 (thirty) days of receipt of a tax invoice.
- 9.5 All sums due to Libryo 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 Libryo of a valid VAT invoice.
- 9.6 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 Libryo such additional sum as may be required in order that the net amount actually received and retained by Libryo (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by Libryo 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 Libryo in order to justify withholding payment of any amount payable to Libryo in whole or in part.
- 9.7 Provision of the Libryo Services is conditional upon receipt by Libryo of all amounts due by the payment due date and, unless otherwise agreed in writing by the Parties, Libryo will have no responsibility or liability to provide the Libryo Services until such payment has been received.

## 10 WARRANTIES

**This clause sets out the warranties which the Parties give to one another. It further clarifies that the provisions of this Agreement are in place of any implied warranties, terms, provisions or the like, regardless of their source.**

- 10.1 Libryo warrants that the Libryo Services will perform substantially in accordance with the functionality described in applicable Documentation. The Customer's sole and exclusive remedy for Libryo's breach of this warranty shall be that Libryo shall be required to use commercially reasonable efforts to modify the Libryo Services to achieve in all material respects the functionality described in applicable Documentation and if Libryo is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement. Libryo shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of any material functionality problem. The warranty set forth in this clause 10.1 is made to and for the benefit of the Customer only, and not to any third party. Such warranty shall only apply if the applicable Libryo Service has been utilized in accordance with applicable Documentation, this Agreement and applicable law.
- 10.2 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 that the Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 10.3 The provisions of the 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 Libryo to the maximum extent permitted by law.

## 11 CONFIDENTIALITY

**This clause sets out the obligations which the Parties have to one another in respect of Confidential Information. This clause also describes the exceptional circumstances under which each of the Parties may disclose the Confidential Information of the other, including any notices or prior permissions required in the circumstances.**

- 11.1 Subject to clauses 11.5 and 11.6, no Party shall make any announcement or statement about the Agreement or its contents without first having obtained the other Parties' prior written consent to the announcement or statement and to its contents, provided that such consent may not be unreasonably withheld.

- 11.2 Each Party shall at all times keep in confidence any Confidential Information of any other Party that it may acquire for the purposes of or in connection with the Agreement and shall not use or permit the use of such information for any other purpose and shall not disclose such information to any third party.
- 11.3 The Parties also agree, subject to the provisions of clauses 11.5 and 11.6, to keep the existence and contents of the Agreement confidential among themselves, and each Party accordingly undertakes to the others not to disclose the existence or any of the contents of the Agreement to any third party, without the prior written consent of the other Parties.
- 11.4 Each of the Parties shall use reasonable endeavours to procure that its officers, employees and agents observe a corresponding obligation of confidence to that set out in clauses 11.2 and 11.3.
- 11.5 Each Party may disclose the other Party's Confidential Information -
- 11.5.1 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 the Agreement, provided that each Party shall procure that persons to whom it discloses the other party's Confidential Information in accordance with this clause 11.5.1 comply with this clause 11;
- 11.5.2 in the case of the Content, in accordance with the Licence;
- 11.5.3 if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 11; and
- 11.5.4 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.
- 11.6 Libryo may disclose Confidential Information to –
- 11.6.1 a prospective purchaser of, or subscriber for, shares or other securities in Libryo or any holding company of Libryo; and
- 11.6.2 a prospective investor or lender to Libryo or any holding company of Libryo.
- 11.7 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.

- 11.8 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 the Agreement.
- 11.9 Neither Party shall –
- 11.9.1 refer to the other Party in any journal, magazine or other publication (whether online or otherwise); or
- 11.9.2 use the other Party's name or logos (including any trade marks) in any advertising or publicity material, including on the Libryo Platform,
- in each case without the prior written consent of the other Party.

## 12 DATA PROTECTION

**This clause sets out the obligations of each of the Parties in relation to the relevant Data Protection Legislation.**

- 12.1 Each of the Parties shall be considered to be a controller in respect of Personal Data disclosed and processed in connection with the Agreement and each of the Parties shall comply with its obligations as a controller under the Data Protection Legislation in respect of Personal Data processed by it in connection with the Agreement.
- 12.2 The Parties shall (and shall procure that any member of the their respective company groups shall) collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for them to disclose Personal Data to each other for the purposes described in this clause 12.
- 12.3 Libryo shall only use or disclose Personal Data received from the Customer or any Authorised User in accordance with Libryo's Privacy Policy.
- 12.4 The Parties shall implement appropriate technical and organisational measures to maintain the security of the Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to the Personal Data.
- 12.5 The Customer shall notify Libryo without undue delay:
- 12.5.1 upon receiving a Personal Data access or other request from a data subject in respect of their Personal Data, or if it receives any other claim, complaint or allegation relating to the processing of the Personal Data by Libryo; and
- 12.5.2 upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in the Customer's possession or control,

and in each case each Party shall cooperate with the other in handling such event and provide reasonable assistance to the other in the discharging of its duties under the Data Protection Legislation.

- 12.6 Upon the reasonable request of the other, each Party shall provide such information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under Data Protection Legislation.

### 13 **TERM AND RENEWAL**

**This clause sets out the duration of the Agreement as well provides the terms on which the Agreement may be renewed.**

- 13.1 Subject to clause 13.2, the Agreement shall continue in force from the Commencement Date for the Initial Term unless previously terminated by either Party in accordance with clause 14.
- 13.2 Where no notice of termination is received by Libryo from the Customer in accordance with clause 14.1, the Agreement shall automatically renew for periods of one Subscription Year (each a **Renewal Term**). Subject to clause 13.3, The terms of this Agreement shall continue to apply, *mutatis mutandis*, to all subsequent Renewal Terms.
- 13.3 The Subscription Fee for each Renewal Term shall be increased by the Renewal Increase, unless otherwise agreed in writing by the Parties. In addition, not less than 30 (thirty) days prior to the date of the expiry of the Initial Term or the relevant Renewal Term (as applicable), Libryo may notify the Customer of the Subscription Fee to be payable in respect of the provision of the Libryo Services for the next Subscription Year. In the absence of any such notice, the Renewal Increase shall be calculated as an increase in the Subscription 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 (twelve) months. Such fee shall be payable in the accordance with clause 9.4
- 13.4 Not less than 30 (thirty) days prior to the commencement of the Renewal Term, Libryo will notify the Customer that its Context Brief is required to be updated. The Customer acknowledges and agrees that it shall be its sole responsibility to ensure that its Context Brief is updated timeously in respect of each Renewal Term. To the extent that the Customer does not update its Context Brief as requested, Libryo shall continue to provide the Libryo Services on the assumption that the Context Brief from the previous Subscription Year remains current and the indemnity in clause 8.2 shall apply in this regard.

### 14 **TERMINATION**

**This clause sets out the terms on which this Agreement may be terminated by either Party, including the notice periods which apply in the circumstances.**

- 14.1 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 (forty five) days prior to the end of the then current Subscription Year.
- 14.2 Libryo shall be entitled (without prejudice to its other rights) to terminate this Agreement by giving Notice to the Customer (i) if the Customer 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 Customer, or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the Customer or over all or any part of the assets of the Customer, or (iv) the Customer 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. Such termination shall take effect either immediately or at such other date as may be specified in the Notice.
- 14.3 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 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 30 (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.
- 14.4 Libryo 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 Libryo under this Agreement.

## 15 CONSEQUENCES OF TERMINATION OR EXPIRY

**The purpose of this clause is to set out the implications of termination or expiry of the Agreement, particularly in relation to the survival of certain provisions and rights of the Parties.**

- 15.1 The termination or expiry of the Agreement:
- 15.1.1 shall not affect any provision of the 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 15 and clauses 8, 9, 10, 11, 12 and clauses 16 to 20 (inclusive)); and
- 15.1.2 shall not prejudice or affect the rights of either Party against the other in respect of any breach of the Agreement or in respect of any monies payable by one Party to the other in respect of the period prior to termination or expiry.

15.2 Upon termination or expiry of the Agreement the Customer shall ensure that all Authorised Users immediately cease using their Login Details to access the Libryo Platform and the Content.

## 16 LIMITATIONS OF LIABILITY

**This clause sets out the basis, scope and limitation of any liability which Libryo may incur. Please read this clause carefully.**

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

16.2 THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID AND PAYABLE TO LIBRYO FOR THE LIBRYO SERVICES IN TERMS OF THIS AGREEMENT.

16.3 The limitations of liability set forth in this clause 16 shall not apply to (i) the Customer's indemnification obligations, (ii) fees due under this Agreement, (iii) a breach of Clause 11 (Confidentiality) of this Agreement; or (iv) any fraud, gross negligence, or willful or intentional misconduct..

16.4 Both Parties acknowledge that the fees, disclaimers and limitations of liability reflect the allocation of risk set forth in this Agreement as agreed by the Parties and that the Parties would not enter into this Agreement without these limitations on their liability.

## 17 BREACH

**This clause sets out the agreed process timing and implications for each Party in the event of a breach of the Agreement by the other.**

17.1 In the event of any Party (the **Defaulting Party**) remaining in breach of any term of the Agreement after having received 30 (thirty) Business Days written notice to remedy such breach then the other Party (the **Aggrieved Party**) shall have the right, notwithstanding anything to the contrary herein contained, and without prejudice to any other rights the Aggrieved Party may have in law, to cancel this Agreement or to claim specific performance in terms of this Agreement.

17.2 Notwithstanding anything to the contrary contained in clause 17.1 above, cancellation of the Agreement in terms of clause 17.1 shall operate on a Place specific basis. Any cancellation of the

Agreement shall only be valid in relation to the Place aggrieved by the unremedied breach. Despite any such cancellation, the Agreement shall endure in respect of all other Places.

## 18 DISPUTE RESOLUTION

**This clause sets out the procedures available to the Parties in the event that a dispute, disagreement or claim arises between them.**

18.1 Should any dispute, disagreement or claim arise between the Parties (the **Dispute**) concerning the Agreement, the Parties are obliged to attempt to resolve the dispute as set out below and may not initiate court proceedings, save as stipulated in 18.9 below.

18.2 The Parties shall first endeavor to resolve the dispute by negotiation.

18.3 In this regard, any one of the Parties shall be entitled to invite the other, in writing, to meet to attempt to resolve the dispute at a meeting to be held within 14 (fourteen) days after the date of invitation

18.4 If the dispute has not been resolved by negotiation within 14 (fourteen) days of such meeting of the Parties (which may be the first of a series of meetings), then either of the Parties may be permitted to refer the dispute to mediation.

18.5 Any Party shall be entitled to refer the dispute to mediation by delivering notice to the other Party stating that resolution of the dispute by negotiation has failed and that the dispute is to be referred to mediation.

18.6 The mediator shall be:

18.6.1 agreed upon by the Parties or (in the event that the Parties fail to reach agreement as to the identity of the mediator within 7 (seven) days of referral of the dispute to mediation) then;

18.6.2 a suitably qualified and experienced mediator (given the nature of the dispute) suggested by the International Chamber of Commerce.

18.7 The Parties shall use their reasonable endeavors to ensure that a mediator is agreed or appointed within 7 (seven) days of referral to mediation and that the mediation is held and concluded and a decision handed down within 30 (thirty) working days after the delivery of the referral to mediation.

18.8 Should the dispute remain unresolved after the Parties have used their reasonable endeavors to resolve it by mediation, the dispute shall, if arbitrable in law, be finally resolved in accordance with the Rules of arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with said Rules.

18.9 A Party to this Agreement may institute court proceedings if:



18.9.1 they are necessary for the protection of any rights pending the resolution of a negotiation and mediation or arbitration in terms hereof; or

18.9.2 they are necessary to obtain relief where grounds justifying urgent relief exist.

## 19 NOTICES

**The purpose of this clause is to provide the details of each of the Parties as well as the process and assumptions which apply in the event that one Party is required to give Notice to the other.**

19.1 Any notice or notification from one Party (**Sender**) to the other Party (**Recipient**) given under the Agreement (**Notice**) must be in writing (which, unless expressly excluded, includes email), signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be delivered by hand or email 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 set out in the Deal Terms (and each Party shall promptly notify the other in writing of any change from time to time).

19.2 Any Party may change their service address by delivery of a written notice to that effect to the service address of the other Parties. The change will be effective from the date of delivery.

19.3 Any Notice shall be deemed to have been served:

19.3.1 if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;

19.3.2 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);

19.3.3 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

19.3.4 if sent by email and received by the server hosting the email address to which it is sent:

19.3.4.1 between 9am and 5pm ("business hours") on a Business Day, when it is so received; and

19.3.4.2 outside of business hours, at 9am on the next Business Day after it is so received.

## 20 GENERAL

**The clauses that follow set out a number of general legal provisions which are commonly found in commercial agreements but are nevertheless important in order to clarify certain agreed principles between the Parties.**

20.1 **Priority**

The Deal Terms and the Customer Terms shall apply to the use of the Libryo Services by the Customer and its Authorised Users. If there is any conflict or inconsistency between any provision of the Deal Terms, these Customer Terms and the Privacy Policy, this following order of priority shall prevail to the extent of the conflict or inconsistency –

20.1.1 the Deal Terms;

20.1.2 the Customer Terms;

20.1.3 Privacy Policy.

## 20.2 **Variation**

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

## 20.3 **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.

## 20.4 **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.

## 20.5 **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.

## 20.6 **No waiver**

20.6.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default. For the purposes of this clause 20.6.1, "writing" shall include email or other data messages.

20.6.2 A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does

it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

## 20.7 **Third Party Rights**

20.7.1 Save where expressly stated to the contrary in this Agreement, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

20.7.2 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 each Indemnified Person shall be entitled to assert and enforce their rights under this Agreement.

20.7.3 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.

## 20.8 **Assignment**

20.8.1 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 Libryo.

20.8.2 Libryo 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.

20.8.3 Notwithstanding clause 20.8.2, Libryo may sub-contract any or all of its obligations under this Agreement without giving notice to the Customer.

## 20.9 **Entire Agreement**

20.9.1 This Agreement constitutes the entire agreement between the Parties in regard to its subject matter.

20.9.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

## 20.10 **Governing Law and Jurisdiction**

20.10.1 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.

20.10.2 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).

## 21 DEFINITIONS AND INTERPRETATION

**There are a lot of terms which appear throughout these Customer Terms which are important for you (and us) to understand. This clause provides the definitions for those terms as well as some of the rules of interpretation that apply.**

21.1 For the purposes of these Customer Terms, unless the context requires otherwise, the terms below have the following meanings -

21.1.1 **Agreement** means collectively these Customer Terms and the Deal Terms, (including any amendments or updates from time to time).

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

21.1.3 **Authorised Users** means those persons granted access to the Libryo Platform by Libryo as agreed with the Customer from time to time in accordance with clause 5, as such group of persons may be amended or supplemented from time to time.

21.1.4 **Business Day** means any day (other than Saturdays or Sundays) on which banks in London are customarily open for business.

21.1.5 **Commencement Date** means the date for commencement of the provision of the Libryo Services as set out in the Deal Terms.

21.1.6 **Confidential Information** means any information concerning the business, affairs, customers, clients or suppliers of a Party, and in relation to Libryo includes the Content.

21.1.7 **Content** means all content, materials, text, publications, articles, documents, know-how, files, data and software from time to time contained or comprised in the Libryo Platform.

21.1.8 **Context** means all the factors and conditions, whether internal or external to the Customer, which determine the specific set of legal requirements that a Customer faces in a specific context. Contexts are a function of the legal jurisdictions in which a Customer operates as well as the type and nature of such operations. A Customer may have many different Contexts, and several corresponding Context specific sets of legal requirements.

21.1.9 **Context Brief** means the questionnaire completed by the Customer which is aimed at extracting and understanding all of the factors and conditions, whether internal or external to the Customer,

which determine the specific set of legal requirements that the Customer faces in a specific Context. Depending on the jurisdictions and domains in which the Customer operates, as well as the type and nature of such operations, the Customer may be required to complete multiple Context Briefs.

- 21.1.10 **Customer** means the individual or entity which has executed and identified itself on the Deal Terms.
- 21.1.11 **Customer Representative** has the meaning given in clause 6.1, whose details are set out on the Deal Terms.
- 21.1.12 **Customer Terms** means these terms (including any amendments or updates from time to time).
- 21.1.13 **Data Protection Legislation** means the EU General Data Protection Regulation 2016/679 (**GDPR**) together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject", "controller" and "process" (and its derivatives) shall have the meanings given to them in Data Protection Legislation.
- 21.1.14 **Deal Terms** means the terms entered into between the Customer and Libryo, in which the deal-specific commercial details are recorded.
- 21.1.15 **Disbursements** means the disbursements incidental costs incurred by Libryo from time to time, while delivering the Libryo Services, particularly at the time of Setup and include things like travel, accommodation and subsistence expenses.
- 21.1.16 **Documentation** means the then-current written technical documentation provided by Libryo to the Customer that describes the functions of the Libryo Services. For the avoidance of doubt, Documentation excludes marketing, sales and promotional material.
- 21.1.17 **Fees** means the fees owed by the Customer to Libryo in respect of the provision of the Libryo Services, which fees shall include the Setup Fee, Subscription Fee and Disbursements (to the extent applicable from time to time), the details of which are set out in the Deal Terms.
- 21.1.18 **Force Majeure Event** means any events, circumstances, acts or omissions which are beyond the reasonable control of Libryo, 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.

- 21.1.19 **Indemnified Person** means Libryo, its holding companies and subsidiaries, and its and their officers, directors, employees, agents, licensors, suppliers and any third party information providers in respect of the Libryo Platform and related products and services.
- 21.1.20 **Initial Term** has the meaning specified in the Deal Terms.
- 21.1.21 Interactive Services Code of Conduct** means the Interactive Services Code of Conduct, Schedule 1 of these Customer Terms.
- 21.1.22 **Libryo** means Libryo Limited, a company incorporated in England and Wales under company number 10007737.
- 21.1.23 **Libryo API** means the Application Programme Interface used by Libryo in making the Libryo Platform accessible to the Customer and Authorised Users.
- 21.1.24 **Libryo's Bank Account** means Libryo's bank account as specified in the relevant invoice supplied by Libryo to the Customer, or as otherwise notified by Libryo to the Customer from time to time.
- 21.1.25 **Libryo Platform** means the cloud-based, SaaS, advanced legal information platform, which enables organisations to know and manage compliance with legal and other obligations in a Context specific manner. The Libryo Platform is produced and owned by Libryo. It is accessible from the subdomains of <http://Libryo.com> such as <http://my.Libryo.com> and any other URLs nominated by Libryo from time to time. Reference to the Libryo Platform also includes the Libryo API.
- 21.1.26 **Libryo Services** means access to the Libryo Platform and use of the Content, including the functionality provided and the related products and services as described in the Deal Terms.
- 21.1.27 **Licence** has the meaning given in clause 2.1.
- 21.1.28 **Login Details** means the unique login details for each Authorised User provided by Libryo to the Customer or directly to each Authorised User, in accordance with the Agreement.
- 21.1.29 **Losses and Expenses** means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.
- 21.1.30 **Notice** has the meaning given in clause 19.1.
- 21.1.31 **Parties** means Libryo and the Customer or any one of them as the context may require.
- 21.1.32 **Place** means the smallest area for which a unique set of legal obligations apply, given the location of, and activities undertaken at, the property and/or operation.

- 21.1.33 **Privacy Policy** means the privacy policy in respect of the Libryo Platform made available by Libryo to the Customer, as may be amended from time to time by Libryo.
- 21.1.34 **Recipient** has the meaning given in clause 19.1.
- 21.1.35 **Renewal Term** has the meaning given in clause 13.2.
- 21.1.36 **Relevant Party** has the meaning given in clause 14.3.
- 21.1.37 **Responsible Person** has the meaning given in clause 5.2.
- 21.1.38 **Sender** has the meaning given in clause 19.1.
- 21.1.39 **Setup** means the upfront, Customer specific, configuration or compilation of the Libryo Platform according to the Customer's Context/s and shall include any consulting services provided by Libryo to the Customer in enabling the setup and integration of the Libryo Platform.
- 21.1.40 **Setup Fee** means the fee payable by the Customer for Setup. The Setup Fee excludes Disbursements.
- 21.1.41 **Subscription Fee** means the annual fee payable by the Customer for access to and use of the Libryo Platform and Libryo Services. The Subscription Fee excludes Disbursements.
- 21.1.42 **Subscription Year** means the Initial Term or any consecutive period of 12 (twelve) months following the Initial Term.
- 21.1.43 **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>.
- 21.1.44 **VAT** means value added tax.
- 21.2 Clause and any Schedule or Annexure headings as well as the plain language highlights which appear below clause headings are for convenience only and shall not affect the interpretation of these Customer Terms.
- 21.3 References to clauses are to clauses in these Customer Terms.
- 21.4 References to the singular include the plural and vice versa, and references to one gender include any other gender.
- 21.5 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day is a day that is not a Business Day, the next Business Day;

- 21.6 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.
- 21.7 In these Customer Terms "company" means any body corporate and "subsidiary" or "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006.
- 21.8 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.
- 21.9 Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires) (i) shall be deemed to include any by-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.
- 21.10 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.
- 21.11 A term defined in a particular clause in these Customer Terms, unless it is clear from the clause in question that application of the term is to be limited to the relevant clause bears the meaning ascribed to it for all purposes of this Agreement, notwithstanding that that term has not been defined in clause 21.1, and where there is any inconsistency between any term defined in clause 21.1 and any term defined in any clause in these Customer Terms, then, for the purposes of construing such clause the term as defined in such clause prevails.
- 21.12 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of these Customer Terms or any part of it.
- 21.13 If a definition confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and are enforceable as substantive provisions of these Customer Terms, notwithstanding that they are contained in that definition.

## **SCHEDULE 1**



## LIBRYO INTERACTIVE SERVICES - CODE OF CONDUCT FOR USERS

These are the official guidelines for making use of or participating in any of the interactive services which feature on any of the platforms owned and operated by Libryo. These platforms include my.libryo.com, collaborate.libryo.com. If you are an authorised user of any of these platforms, then these guidelines are for you.

We created these guidelines both to enable and support your use of all of our interactive services and to reflect the best interests and reputation of Libryo. We think they're easy to understand, straightforward, and free of legalese or corporate mumbo-jumbo. We hope that you agree. By making use of any of our interactive services, you agree to this Code of Conduct.

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### 1. THE MEANING OF INTERACTIVE SERVICES

- 1.1. "Interactive Services" means features such as Libryo Drive, and Libryo Tasks, which allow users to contribute content and/or interactivity between users.
- 1.2. If you do not comply with this Code of Conduct, Libryo may suspend or terminate your access to the Interactive Services. Libryo may also seek recourse, including financial recourse, against you in the event of a breach, and may inform your employer. In some cases breach of this Code of Conduct may mean you are committing an offense.

### 2. WHAT YOU MUST DO

- 2.1. You must follow any applicable laws, regulations or market conventions.
- 2.2. Contact Libryo Customer success if you need any assistance.

### 3. WHAT YOU MUST NOT DO

- 3.1. You must not post, upload to, transmit, distribute, store, create or otherwise publish through the website any of the following:
  - 3.1.1. Any message, data, information, text, music, sound, photos, graphics, code or any other material which is unlawful, defamatory, insulting, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, discriminatory, racist, sexist, homophobic, inflammatory, fraudulent or otherwise objectionable;
  - 3.1.2. Content that would constitute, encourage or provide instructions for a criminal offence;
  - 3.1.3. Content that may infringe any intellectual or proprietary right of any party;
  - 3.1.4. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
  - 3.1.5. Unsolicited promotions, advertising, contests, solicitations or comments which repeatedly post the same or similar message (spam);
  - 3.1.6. Private information of any third party (including contact details);
  - 3.1.7. Viruses, corrupted data or other harmful, disruptive or destructive files, or any security breach or network risk;
  - 3.1.8. You must not encourage or undertake the following in relation to the Interactive Services:

- 3.1.9.** chainmails, malicious software code or any bulky or disruptive attachments or graphics of a nature which may cause problems to other users;
- 3.1.10.** use of a false name or details, misrepresent your role or who you work for or otherwise deceive Libryo or other users;
- 3.1.11.** sharing of your password or account.