

1 Definitions

References in these terms and conditions to:

Addleshaw Goddard, or we, our or us, means Addleshaw Goddard LLP;

Authorised Users means your employees, or the employees of any of Your Group Members, or any secondee or consultant of yours or any of Your Group Members, in each case who are for the time being authorised by you and us to access the Site;

Content means the documents, articles and any other information made available by us through the Site (excluding Your Content);

Privacy Policy means the privacy policy that applies in respect of the Site and which is available on the Site;

Site means the website, currently known as 'Torchlight', made available by us at <https://torchlight.addleshawgoddard.com>;

you or your means the individual company or other entity with which Addleshaw Goddard has agreed to provide access to the Site;

Your Content means any information, or material that you post on the Site, but not Content manipulated by you in accordance with the normal functionality of the Site; and

Your Group Member means a company which is a subsidiary of your company or which is a holding company of your company, or a subsidiary of such holding company, in each case for the time being, and the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them in Section 1159 of the Companies Act 2006.

2 Acceptance of terms

2.1 Your use of the Site and the Content is subject to the following terms and conditions. You should pay particular attention to the disclaimer and limitation of liability in clause 3. By accessing and using the Site, you agree to these terms and conditions.

2.2 Use of and access to the Site does not of itself create a solicitor/client relationship between you and us. Where such relationship does otherwise exist between you and us, it is governed by separate off-line terms of engagement (which are not applicable to the use of the Site or the Content).

3 Disclaimer

3.1 The Content is made available to you and the Authorised Users for general information purposes only and does not constitute legal advice and must not be relied upon as such. You and the Authorised Users should seek specific legal advice in respect of any matter about which you are concerned.

3.2 WE ENDEAVOUR TO ENSURE THAT THE CONTENT IS ACCURATE AT THE DATE OF FIRST PUBLICATION. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT GIVE OR MAKE ANY WARRANTIES OR REPRESENTATIONS IN RESPECT OF, AND SHALL NOT BE RESPONSIBLE FOR, THE ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY OR QUALITY OF ANY CONTENT INCLUDING YOUR CONTENT. ALSO, THE CONTENT MAY BE SUPERSEDED OR BECOME OUT OF DATE AND WHILST WE ENDEAVOUR TO REGULARLY UPDATE CONTENT, WE GIVE NO GUARANTEE THAT THE CONTENT WILL BE UPDATED AFTER THE DATE OF FIRST PUBLICATION.

3.3 IF ANY AUTHORISED USER DECIDES TO ACCESS ANY WEBSITE REFERRED TO IN OR ACCESSED BY HYPERTEXT LINK ("THIRD PARTY SITE") THROUGH THE SITE, THE AUTHORISED USER DOES THIS ENTIRELY AT YOUR OWN RISK. ADDLESHAW GODDARD DOES NOT ENDORSE OR APPROVE THE CONTENT OF ANY THIRD PARTY SITE, NOR WILL ADDLESHAW GODDARD LLP HAVE ANY LIABILITY IN CONNECTION WITH ANY THIRD PARTY SITE (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF ANY ALLEGATION THAT THE CONTENT OF ANY THIRD PARTY SITE INFRINGES ANY LAW OR THE RIGHTS OF ANY PERSON OR ENTITY).

3.4 TO THE FULLEST EXTENT PERMISSIBLE BY LAW WE EXCLUDE ALL LIABILITY (EXCEPT OUR LIABILITY FOR FRAUD OR DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE) FOR ANY LIABILITY, COSTS, LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FINANCIAL LOSS, LOSS OF PROFIT, REVENUE OR BUSINESS) YOU, AN AUTHORISED USER OR ANY THIRD PARTY (INCLUDING ANY OTHER OF YOUR GROUP MEMBERS) MAY SUFFER OR INCUR ARISING OUT OF OR CONNECTION WITH (I) THE AVAILABILITY, OR NON-AVAILABILITY, OF THE SITE (II) YOUR (OR ANY AUTHORISED USER'S OR THIRD PARTY'S) ACCESS AND USE OF THE SITE OR RELIANCE UPON THE CONTENT OR (III) YOUR CONTENT.

4 Use

4.1 We hereby grant to you a non-exclusive and revocable licence to use and access the Site and the Content solely for your internal business purposes (and you agree that you will use and access the Site and the Content only for such purposes). Such licence is subject to and conditional upon you paying to us any fees that we and you have agreed in writing are payable by you in respect of your access to and use of the Site.

4.2 Where you would like one of your or Your Group Member's employees, or any secondee or consultant of yours or any of Your Group Members, to be authorised by us to access and use the Site, you shall make a written request to us. By making such request in respect of any individual, you warrant and represent that such individual:

- is employed directly by you or one of Your Group Members (or, if you so specify in your request, is engaged by you on the basis described in your request);
- will use and access the Site and the Content solely for your and Your Group Members' internal business purposes (and not for the benefit of any other person, company or entity);

(c) has been given access to the Privacy Policy that we have made available to you; and

(d) will comply with these terms and conditions.

Our agreement to such a request will make the individual an Authorised User.

4.3 We will provide you with login details for each Authorised User to access and use the Site. You must not allow any other person to use any Authorised User's username, password or other login details we provide to you. If you believe someone else knows any Authorised User's login details please contact us as soon as possible.

4.4 Save as expressly permitted by clause 4.5, you may not copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, reproduce, modify, delete or show in public any part of the Site or the Content or systematically extract material from the Site or any Content, create any derivative works from the Site or the Content or exploit commercially all or any part of the Site or the Content without our prior written permission. In particular (and subject to applicable laws), you must not copy, modify, download, distribute, decipher, de-compile interfere with or attempt to interfere with any software forming part of the Site.

4.5 You may:

- print out any part of the Content provided that it is for your own use in accordance with these terms and conditions or as otherwise agreed in writing by us;
- create and print out customised extracts and reports containing Content to the extent the normal functionality of the Site enables you to do this; and
- post material on the Site or manipulate the Content, in each case to the extent the normal functionality of the Site enables you to do this.

4.6 You shall be responsible for and shall ensure that Your Content complies with all applicable laws and does not contain any statement, representation, image, information or other content which:

- breaches the copyright, patent, trade mark, moral rights or any other right (including any other intellectual property rights) of any third party;
- is defamatory, libellous, discriminatory, unlawful, offensive, objectionable or which promotes, or is able to be used for, any purpose or activity of an illegal nature;
- is or contains any virus, worm, Trojan horse, ad-ware, spyware or any other form of malicious or undesirable code; or
- causes us to incur any liability to any person.

4.7 We shall implement access controls and otherwise take reasonable steps to prevent other users of the Site, apart from your Authorised Users, from viewing through the Site any of Your Content.

4.8 You will notify us of the need to remove an Authorised User within one month of the event that caused the need for such removal.

5 Intellectual property rights

5.1 You agree that all right, title and interest in the intellectual property rights (including copyright) in the Site (including all related software and Content, but excluding Your Content) are vested in and shall remain vested in Addleshaw Goddard or our licensors.

5.2 The trade marks, logos and trade names displayed on the Site ("**Marks**") are the property of Addleshaw Goddard or other third parties. You are not permitted to download, copy, modify or use the Marks without our prior written consent or such third party who may own the Marks, except as permitted by clause 4.5 above. The design and layout of the Site and the Content is protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.

6 Variation and Termination

6.1 We reserve the right to revoke your and all or any of your Authorised Users' access to the Site at any time and without notice. Where we revoke such access pursuant to this clause 6.1 otherwise than as a consequence of your acts or omissions or of any Authorised Users (including any breach of these terms and conditions) you will not be required to pay any fees or charges applicable to the period to which such revocation applies.

6.2 We reserve the right to vary these terms and conditions at our discretion from time to time. Any such variations shall take effect upon posting the relevant variation on the Site.

6.3 Without limiting clause 6.2 above, we will endeavour to notify you in advance whenever a variation to these terms and conditions is posted on the Site.

7 Third Party Rights

A person who is not a party to these terms and conditions may not enforce any of their terms under the Contracts (Rights of Third Parties) Act 1999.

8 Severability and Governing law

8.1 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- the legality, validity or enforceability in that jurisdiction of any other term or condition which shall continue to have full force and effect; or
- the legality, validity or enforceability in other jurisdictions of that or any other term or condition which shall continue to have full force and effect.

8.2 Any dispute arising between you and us in relation to the Site or the Content shall be governed by English law and you submit to the exclusive jurisdiction of the English courts for the purposes of any such dispute.

January 2012