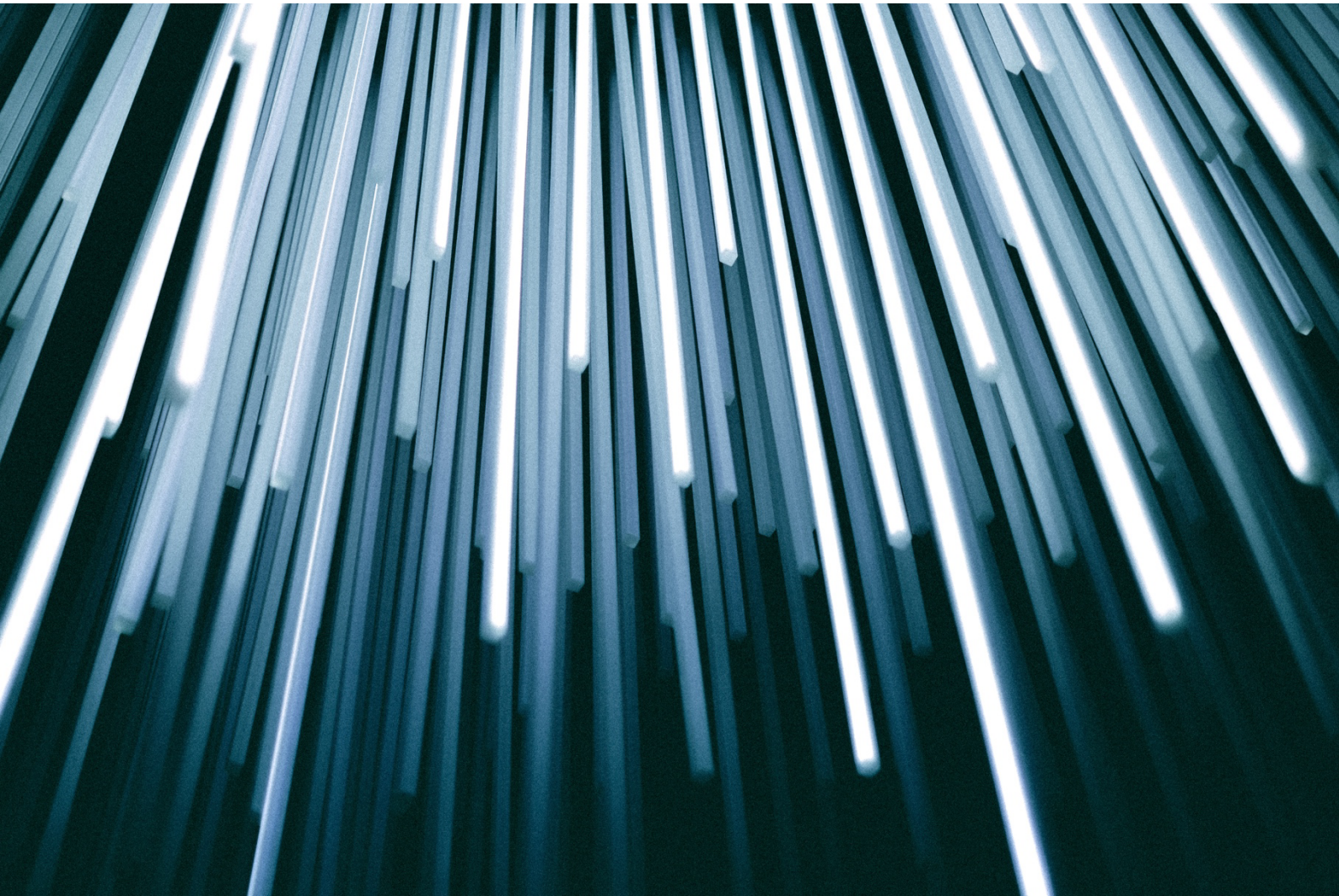




ERM LIBRYO

ERM Libryo User Terms

For my.libryo.com



INTRODUCTION

These User Terms apply to you and have legal effect between you and us (Libryo). Please read these User Terms carefully before accessing this website (the Libryo Platform). Since this is a legal document, 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.

These User Terms apply in relation to your use of the Libryo Platform. Please read these User Terms carefully before accessing the Libryo Platform. If you are an employee of a Customer of Libryo, which has entered into a Customer Agreement with Libryo, your employer is obliged to ensure that you comply with the obligations in the Customer Agreement and so these User Terms:

- Highlight the obligations that your employer is obliged to ensure you do,
- Set out your rights, especially in relation to protecting your privacy and other matters of data

protection,

- Provide other information in relation to your use of the Libryo Platform,

If you are an employee of a Customer which has signed a Customer Agreement, any right that Libryo may have arising from a breach of these User terms during the course and scope of your employment, will be against your employer by virtue of the legal principle that an employer is liable for the acts and omissions of its employees.

1. SCOPE AND UPDATES OF THESE USER TERMS

This paragraph describes the scope of these User Terms and provides details of how we may change or update them from time to time.

1.1 The Libryo Platform is owned and operated by Libryo Ltd (Libryo, our, us or we), a company incorporated in England and Wales under company number 10007737.

1.2 These User Terms (these Terms) together with any applicable Deal Terms, Customer Terms and our Privacy Policy govern the access to and use of the Libryo Platform and the Libryo Services by each Authorised User (you).

1.3 We may modify these Terms from time to time. We will use our reasonable endeavors to notify you of any material amendments to these Terms by placing a clear notice about them on the Libryo Platform or by other means. By using this Libryo Platform and in consideration for us permitting you to use the Libryo Platform and Libryo Services, you agree to be bound by these Terms and the Privacy Policy as modified from time to time. Use of the Libryo Platform includes accessing and browsing the Libryo Platform, as well as using any other features, interactive or otherwise, which form part of the Libryo Services.

1.4 Please review these Terms and our Privacy Policy whenever you use the Libryo Platform, as any updates apply from the date that we make them.

2. USE OF THE LIBRYO PLATFORM AND PROVISION OF CONTENT

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

2.1 Subject to these Terms, we grant you 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 us, during any trial period or the term of the Customer Terms (in each case as relevant to you), in the ordinary course of your organisation's business and for internal purposes only, subject to the restrictions below; and

2.1.2 except where we exercise our rights under clause 12.1, for a reasonable period of time following suspension or cancellation of your access to the Libryo Platform and the Libryo

Services or termination or expiry of the Customer Terms (Cessation), use Content that you have 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 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.

2.2 You 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 you and us);

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 us or any third party (including any Libryo Partner);

2.2.7 create any database of, or other 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) 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 us;

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, you will comply with any of our instructions, including any instructions on the Libryo Platform, that require you to acknowledge our status or the status of any identified contributors or authors as the owners of the Content);

2.2.9 provide us with any information which might breach your 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 Terms; or

2.2.11 disclose your login details (including your login or user ID and/or password) to the Libryo Platform to any other person and you:

2.2.11.1 acknowledge that the Content and the login details provided by us constitute Confidential Information, the use and disclosure of which is only permitted in accordance with these Terms and the Customer Terms; and

2.2.11.2 agree to promptly inform us in the event that you know or suspect that your login details have been used by anyone other than you to access and use the Libryo Platform, or if you know or suspect 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. INTELLECTUAL PROPERTY

This paragraph explains that we own the intellectual property relating to the Libryo Platform and Content. It also sets out the limitations which apply to your use of this intellectual property.

3.1 The Libryo Platform and the Content are protected by copyright, trademarks 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 Libryo Platform 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 other websites or publications, without our express prior written permission.

3.2 You should only use or reference third party materials in accordance with our Third Party Materials - Use and Attribution Guide.

4. PRIVACY POLICY AND COOKIES

This paragraph directs you to our Privacy Policy which explains how we will process your personal information as well as how and where we use cookies.

4.1 Privacy is important to us. We will process your personal information in accordance with Libryo's Privacy Policy. You agree and understand that we may process your personal information in accordance with our Privacy Policy. You will not upload any personal information of any individual unless you are legally permitted to do so.

4.2 Libryo uses cookies on its Libryo Platform in accordance with our Privacy Policy.

5. INTERACTIVE SERVICES

This paragraph directs you to our Code of Conduct which sets out the rules with which you must comply with when making use of the interactive services on our Libryo Platform.

5.1. You must only use the interactive parts of the Libryo Platform in compliance with the Interactive Services Code of Conduct (Annexure A). You acknowledge that you have read and understood the Interactive Services Code of Conduct and the consequences of failure to comply with it.

5.2 You further acknowledge that any Content added to the Libryo Platform by us as result of any of your suggestions, comments and/or requests shall form part of the intellectual property owned by us.

5.3 Your use of the interactive parts of the Libryo Platform is subject to reasonable usage and upload and download limits.

6. INDEMNITY

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

6.1 You agree to indemnify and hold harmless Libryo, our holding companies and subsidiaries, and our and their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Libryo Platform (each an Indemnified Person) from and against any and all Losses and Expenses any Indemnified Person incurs –

6.1.1 as a result of your breach of these Terms; or

6.1.2 in connection with any third party claim against an Indemnified Person arising from your actual or alleged misuse of the Libryo Platform or the Content or your breach of these Terms.

7. ACCESS TO THE LIBRYO PLATFORM, CHANGES AND UPDATES

This paragraph sets out the terms on which, as well as the 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 in accordance with the Customer Terms, we are 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 We 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. We will nevertheless endeavor to –

7.2.1 provide you 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 we 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. AUTHORISED USER SUPPORT

This paragraph provides you with details of the support you can expect to receive from us as an Authorised User of the Libryo Platform.

8.1 Should you request it, Libryo shall provide you with Support.

8.2 You shall be entitled to request Support from Libryo at any time during ordinary business hours on any Business Day. Upon receiving your request, Libryo will, in its sole discretion, determine whether your request constitutes either –

8.2.1 a simple query - in which instance we will endeavour to provide you with a response during business hours on the same day on which the request is submitted; or

8.2.2 a complex query - in which instance we will endeavour to provide you with a response during business hours within 2 (two) Business Days of the request being submitted.

8.3 Upon receipt of a request for Support, we shall open a new support ticket per identified issue. At the end of the support process, we will confirm with you that your request for Support has been satisfied.

8.4 In the event you submit a request for Support which, in our sole discretion, goes beyond the scope of Support as defined, and which requires the giving of specialist legal or other advice, we will engage with you (and the Customer to the extent necessary) to inform you as such. Should you request assistance in referring you to a third-party specialist, we will endeavour to assist you to the extent we are able but are under no obligation to do so.

9. DISCLAIMER

This paragraph sets out the basis and scope of our disclaimer in relation to the Libryo Platform and Content. Please read this carefully.

9.1 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 LIBRYO PLATFORM AND THE CONTENT ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.2 BY USING THE LIBRYO PLATFORM, YOU AGREE THAT:

9.2.1 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;

9.2.2 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;

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

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

9.2.5 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.

9.3 NO PART OF THE CONTENT NOR ANY RELATED PRODUCTS OR SERVICES (INCLUDING PROVIDING YOU WITH SUPPORT) CONSTITUTE 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 OTHER INFORMATION PROVIDED BY US, USING THE LIBRYO PLATFORM, YOU AGREE THAT NONE OF THE CONTENT CONSTITUTES A SOLICITATION, OFFER, OPINION, WHETHER VIA THE LIBRYO PLATFORM 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 OR ANY RELATED PRODUCTS OR SERVICES.

9.4 NOTHING IN THESE TERMS SHALL OPERATE TO CREATE A SOLICITOR-CLIENT RELATIONSHIP OR ANY OTHER FIDUCIARY RELATIONSHIP AND YOUR USE OF THE LIBRYO PLATFORM 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.

10. LIABILITY

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

10.1 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.

10.2 Any legal information provided as part of the Content on the Libryo Platform may not be suitable for your purposes and should not be considered to be a substitute for the advice of a lawyer or other appropriately qualified professional.

10.3 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 Libryo Platform, the Content and/or any related products and services, including legal, compliance and/or risk management decisions. You agree that you use the Libryo Platform, the Content and/or any related products and services at your own risk in these respects.

10.4 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; (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.

10.5 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.

10.6 We do not guarantee that the Libryo Platform 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 Libryo Platform or to your downloading of any Content on it, or on any websites 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.

10.7 You agree that you will not knowingly introduce to the Libryo Platform 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 Libryo Platform, the server on which the Libryo Platform is stored or any server, computer or database connected to the Libryo Platform.

11. THIRD PARTY INFORMATION

This paragraph explains that third party websites or information which you may access through, or in relation to the Libryo Platform, are independent of us - which means we accept no responsibility or liability in relation to such third party websites or information.

Third party websites, pages and documents (Third Party Information) to which the Libryo Platform or any of the Content is linked or which you may otherwise access through links on the Libryo Platform are independent of the Libryo Platform and the Libryo Services 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 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 you as a result of your use of or reliance on any Third Party Information, including content, products or services available on or through third party websites, pages or documents or any linking to the same.

12. SUSPENSION OR CANCELLATION OF ACCESS

This paragraph explains the circumstances in which we may suspend or cancel your access to the

Libryo Platform, as well as your obligations should this happen.

12.1 We may suspend or cancel your access to the Libryo Platform and the Libryo Services as follows:

12.1.1 if any trial period granted in respect of the Libryo Platform has expired;

12.1.2 for any reason on giving you 7 (seven) days' notice in writing (email sufficing); or

12.1.3 immediately and without notice at any time (and without liability or responsibility to you) if: (i) we believe you have breached these Terms, the Privacy Policy and/or the Code of Conduct; (ii) we cease to provide the Libryo Platform; (iii) the Customer Terms (if any) terminates or expires for any reason or we exercise any rights of suspension or cancellation in the Customer Terms; (iv) in the case of Authorised Users, you cease to be authorised by the Customer as an Authorised User; or (v) you are in breach of a separate agreement with us.

12.2 On suspension or cancellation of your access to the Libryo Platform and the Libryo Services or termination or expiry of the Customer Terms (Cessation):

12.2.1 that part of the Licence granted pursuant to paragraph 2.1 shall immediately terminate; and

12.2.2 you will take reasonable steps to delete or destroy the Content (whether electronic or hardcopy), except where continued use of such Content is permitted by the Licence.

12.3 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 12 and paragraphs 3, 4, 6 9, 10, 11, 13, 14 and 15.

13. CONFIDENTIALITY

This clause sets out your obligations in respect of Confidential Information. This clause also describes the exceptional circumstances under which you may disclose the Confidential Information, including any notices or prior permissions required in the circumstances.

13.1 You shall not make any announcement or statement about these Terms, the Libryo Platform, Libryo Services or any related matters without first having obtained Libryo's prior written consent.

13.2 You shall at all times keep in confidence any Confidential Information that you may acquire in connection with these Terms and/or your use of the Libryo Platform and Libryo Services 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.

13.3 You also agree to keep the existence and contents of these Terms, the Deal Terms and Customer Terms confidential, and you accordingly undertake not to disclose the existence or any of the contents of these Terms, the Deal Terms and Customer Terms to any third party, without Libryo's prior written consent.

13.4 You may disclose the Confidential Information -

13.4.1 within your company or organisation, as our registered Customer, provided that you shall procure that persons to whom you disclose such Confidential Information comply with this clause 13;

13.4.2 in the case of the Content, in accordance with the Licence;

13.4.3 if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 13; and

13.4.4 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, written notice shall be given to Libryo of such required disclosure and you shall use reasonable endeavours to procure and enforce confidentiality undertakings in Libryo's favour from the relevant third party.

13.5 You agree 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.

13.6 You shall not use the Confidential Information for any purpose other than to exercise your rights and perform your obligations under or in connection with these Terms.

13.7 You shall not -

13.7.1 refer to Libryo in any journal, magazine or other publication (whether online or otherwise); or

13.7.2 use Libryo's name or logos (including any trademarks) in any advertising or publicity material, including on the Libryo Platform,

in each case without the prior written consent of Libryo.

14. GENERAL

The paragraphs that follow set out a number of general legal provisions which are commonly found in terms like these but are nevertheless important in order to clarify certain agreed principles between us.

14.1 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.

14.2 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.

14.3 We may assign or transfer any of our rights and obligations under these Terms (or subcontract 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.

14.4 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.

14.5 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 6 (*Indemnity*), paragraph 9 (*Disclaimer*) and paragraph 10 (*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.

14.6 These Terms, the Customer Terms and our Privacy Policy constitute the entire agreement between you and us in relation to their subject matter, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to that subject matter. 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 subject-matter of these Terms 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 Terms and our Privacy 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).

15. GOVERNING LAW AND JURISDICTION

This paragraph sets out that English law will apply to any dispute which might arise between us in terms of these Terms.

15.1 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.

15.2 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).

16. DEFINITIONS

There are a lot of defined terms which appear throughout these Terms. If you see a term that starts with capital letter, it means that that term is a defined terms and that its meaning is explained in this paragraph.

There are a lot of defined terms being used throughout these Terms – here’s what they all mean:

16.1 **Authorised User** means a person granted access to the Libryo Platform by us, as agreed with a Customer, from time to time in accordance with the relevant Customer Terms.

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

16.3 **Cessation** has the meaning given in paragraph 2.1.2.

16.4 **Confidential Information** means any information concerning the business, affairs, customers, clients or suppliers of Libryo and includes the Content and any Content related products or services.

16.5 **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 and any related products or services (including the Libryo Services).

16.6 **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.

16.7 **Customer** means any organisation or person subscribing to the Libryo Platform pursuant to the Customer Terms.

16.8 **Customer Terms** means -

16.8.1 the separate service agreement, together with the Deal Terms, entered into between Libryo, a Libryo Partner (to the extent applicable) and a Customer; or

16.8.2 in the absence of such separate agreement, the Customer Terms together with the Deal Terms entered into between Libryo, a Libryo Partner (to the extent applicable) and a Customer, for subscription to the Libryo Services (including use of the Libryo Platform and access to the Content).

16.9 **Deal Terms** means the terms entered into between the Customer and either Libryo or a Libryo Partner (to the extent applicable), in which the deal-specific commercial details are recorded.

16.10 **Libryo API** means the Application Programme Interface used by Libryo in making the Libryo Platform accessible to the Customer and Authorised Users.

16.11 **Libryo Partner** means any organisation or person who has entered into a Partner Agreement with Libryo, in terms of which such Libryo Partner is authorised to refer for sales or sell the Libryo Services.

16.12 **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.

16.13 **Libryo Services** means access to the Libryo Platform and use of the Content and the related services subscribed for by the Customer.

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

16.15 **Scheduled Downtime** means any period during which the Libryo Platform will be unavailable for use by Authorised Users, which period is scheduled by Libryo in advance, in order to maintain, update or upgrade the Libryo Platform.

16.16 **Support** means assistance provided by Libryo to Authorised Users in response to a request for support submitted by an Authorised User via the Libryo Platform (if such functionality is available), telephone or email. Support shall be confined to –

16.16.1 assistance in navigating the Libryo Platform; and

16.16.2 assistance of a technical nature which relates to the proper functioning of the Libryo Platform.

17. CONTACT US

Want to get in touch? This paragraph contains our contact details.

If you have any questions about these Terms, please contact us at info@libryo.com

ANNEXURE A

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.

1. THE MEANING OF INTERACTIVE SERVICES

1.1 My.libryo.com and c is owned and operated by Libryo Ltd (Libryo, our, us or we), a company incorporated in England and Wales under company number 10007737.

1.2 "Interactive Services" means features such as Libryo Drive, and Libryo Tasks, which allow users to contribute content and/or interactivity between users.

1.3 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;

3.2 You must not encourage or undertake the following in relation to the Interactive Services:

3.2.1 chainmails, malicious software code or any bulky or disruptive attachments or graphics of a nature which may cause problems to other users;

3.2.2 use of a false name or details, misrepresent your role or who you work for or otherwise deceive Libryo or other users;

3.2.3 sharing of your password or account.