

WEB4LAW

SOLICITORS COMPLIANCE SERVICE AGREEMENT

1. Agreement

- 1.1 This is an agreement between you and Web4Law Limited ('Web4Law'), a company registered in England and Wales with company registered number 4263818 and whose registered office is at Indemnity House, 131 Main Road, Broughton, Chester CH4 0NR, for us to provide you with the Service in consideration for you paying us the Price.
- 1.2 This agreement incorporates the Conditions and shall govern the relationship between you and us to the exclusion of any other agreement or terms and conditions and may only be varied by written agreement signed by or on behalf of each party by an authorised signatory.

2. Definitions

- 2.1 In this agreement unless the context requires otherwise: 'Conditions' means the terms and conditions of this agreement together with the terms and conditions set out in the Order Confirmation; ; 'Items' means the goods which we supply to you as part of the Service; 'Order' means your order for the Service; 'Order Confirmation' means our written confirmation of your Order; 'Price' means the sum you pay to us for providing the Service as set out in the Order Confirmation; 'Service' means the risk management and compliance service and goods we provide to you; 'we', 'our' and 'us' means Web4Law; 'you' and 'your' means the person, firm, LLP, company or other organisation named in the Order Confirmation; 'VAT' means Value Added Tax.
- 2.2 By signing this agreement or using the Service you are agreeing to be bound by the Conditions.

3. Agreement period

- 3.1 This agreement shall be in force for the minimum period set out in your Order Confirmation, or, if no term is specified, for a minimum period of 12 months from the date of the Order Confirmation ('the minimum term').
- 3.2 Unless you terminate this agreement in accordance with the termination provisions below, this agreement will continue in force thereafter until terminated in accordance with those provisions.

4. Charges and payment

- 4.1 In consideration for Web4Law providing you with the Service, you agree to pay the amount specified in the Order Confirmation at the times and in the manner specified therein. If you fail to pay any amount specified in the Order Confirmation at the times or in the manner agreed the full amount will become due with immediate effect.
- 4.2 You agree that Web4Law may review the Price. Any price increase will only come into effect following expiry of the minimum term or upon the start of a new agreement. Web4Law will give you notice of any increase before the expiry of the minimum term.
- 4.3 If you fail to pay any amount at the time due for payment, you will be liable to pay interest on such sum from the due date until the date of payment, whether before or after any judgment, at the rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis. Web4Law reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 We shall arrange for any Items to be delivered to the delivery address stated in the Order Confirmation. You shall make all necessary arrangements to take delivery of each Item whenever it is tendered for delivery.
- 4.5 The price for any additional items or services is as set out in the Order Confirmation (as amended from time to time) or as agreed between the parties from time to time, and unless expressly stated to the contrary is exclusive of VAT.
- 4.6 VAT is payable on and in addition to the Price and any payments due for additional items or services.
- 4.7 Payment of the Price can be made in full by cheque, electronic banking transfer, debit or credit card within 14 days of the date of the Order Confirmation or by monthly standing order. You shall ensure that all details you provide to us for the purpose of purchasing the Service are correct. We reserve the right to obtain validation of your payment details before confirming your Order. If payment is made by credit card we reserve the right to make an additional charge for accepting payment by this method.
- 4.8 We may withhold further supplies in the event that amounts payable are overdue.
- 4.9 All unavailable Items are recorded as dues and will follow when we are in stock unless marked cancelled on the Order Confirmation. You shall not be entitled to cancel any part of an Order recorded as dues.

5. Web4Law proprietary rights

- 5.1 Except as expressly provided herein access to the Service does not grant you any database rights or rights in the copyright, trade marks or any other intellectual property rights of Web4Law or any third party.
- 5.2 The Service made available to you is protected by copyright and other intellectual property rights. You acknowledge that save for use within your practice you are not permitted to copy, reproduce or modify any element of the Service without Web4Law's written permission.

6. Your obligations and conduct

6.1 The Service made available to you is provided solely for your own use and you will not, without our written permission, transfer or sell or attempt to transfer or sell your access to or use of the Service (or any part or facility of it) or any of your rights or obligations under this agreement to any other person.

6.2 During the period of this agreement you agree not to:

6.2.1 Copy, reproduce or otherwise make available via any medium including without limitation the internet any materials provided to you under this agreement outside of your own organisation;

6.2.2 Attempt to gain unauthorised access to, reverse engineer, or modify the source code of any software provided to you under this agreement; or

6.2.3 Modify any part of the information or materials outside of normal use.

7. Warranties and limitation of liability

7.1 Whilst Web4Law endeavours to maintain the accuracy and quality of the Service, without limitation Web4Law gives you no warranty or assurance about the contents of the Service.

7.2 Web4Law disclaims all liability in contract (including negligence) or otherwise in connection with the Service for any indirect, incidental, third party, special or consequential loss, loss of profit, revenue, savings or data which may result from the use, delays in use, or inability to use the Service.

7.3 Web4Law's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter shall be limited to £500,000. Nothing in this clause 7 or any other provision of this agreement shall seek to exclude or limit liability for death or personal injury resulting from negligence or for fraudulent misrepresentation.

7.4 We shall not be liable to you for late delivery or for Items being unavailable.

7.5 All terms, conditions and warranties which would otherwise be imported into the Conditions by law are excluded to the maximum extent permitted by law.

7.6 Complaints regarding the service or any Item may be addressed to Web4Law at the above address.

8. Acceptance and returns

You shall be deemed to have accepted any Items 72 hours after delivery to you. Where you can demonstrate that any Items were delivered in a damaged condition, our liability shall be limited to the supply of replacement Items or (at our discretion) a refund of the appropriate proportion of the Price or relevant payment. Any claim for damaged Items or for shortage of Items must be notified to us in writing within seven days of receipt of the Items and we shall otherwise have no liability to you.

9. Title and risk

- 9.1 The Items shall be at your risk as from delivery to the delivery address set out on the Order Confirmation or to your appointed shippers, whichever occurs first.
- 9.2 In spite of delivery having been made, the property in any of the Items supplied by us shall not pass from us to you until (a) you have paid the Price and any additional relevant payment in full; and (b) no other sums whatever shall be overdue from you to us.
- 9.3 You shall insure and keep the Items delivered to you insured to their full price against “all risks” until the date when the property in the Items passes to you.

10. Termination

- 10.1 To terminate this agreement you must provide us with written notice of your wish to terminate at least 30 days before the expiry of the minimum term. Such notice must be served by recorded first class post to the registered address of Web4Law.
- 10.2 Should you wish to terminate this agreement prior to the expiry of the minimum term, all sums due under this agreement to the end of the minimum term as noted in your Order Confirmation and any payments for additional items and services shall fall due immediately.
- 10.3 This agreement will be renewed on the anniversary of the inception date for a further minimum period of 12 months unless termination notice is received from you in accordance with clause 10.1.

11. Confidentiality and use of information

- 11.1 We will keep confidential information which we acquire about your business and affairs, unless we are required to disclose any such information:
- 11.1.1 to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- 11.1.2 by law or other regulatory authority to which we are subject.
- 11.2 We will use the personal information we receive about you for the administration of our relationship with you, charging (and where necessary debt collection) and marketing. To help us to make credit decisions about you, to prevent fraud and to check your identity, we may also use the information to search the files of credit reference agencies who will record any credit searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.
- 11.3 We may from time to time contact you by mail, telephone, email or other appropriate means regarding services, products or offers that may be of interest to you. Web4law may also share personal data with other companies with which we establish commercial links,

so we or they may contact you by mail, telephone, email or other appropriate means in order to keep you informed about services, products or offers that may be of interest to you. If you do not wish to receive such information please let us know by email to info@web4law.co.uk or write to us at our registered office.

11.4 To enable us to discharge the Service, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act 1998, the Data Controller under the Act in relation to personal data supplied about you is our Managing Director, Michael Francis Chard.

12. Indemnity

You agree to indemnify, defend and hold Web4Law, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including legal fees, made by any third party or incurred or suffered by Web4Law or its parents, subsidiaries, affiliates, suppliers, officers or employees in connection with your use of the Service in breach of this agreement or any negligence.

13. Assignment and resale

This agreement is for a single user and is personal to you. You will not without the prior written consent of Web4Law re-assign, re-sell, sub-lease or in any other way transfer the Service or any part of it or your rights or obligations under the terms of this agreement.

14. Force majeure

Web4Law will not be liable for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Web4Law, including without limitation internet or other communications outages, fire, flood, war or act of God. These terms shall survive any termination of this agreement.

15. Miscellaneous

15.1 From time to time Web4Law may make alterations to the Service or the Items. Web4Law will take all reasonable steps to inform you of these changes with as much advance notice as possible.

15.2 If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.

15.3 The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this agreement.

- 15.4 The terms of this agreement and the provision of the Service and the relationship between you and Web4Law Ltd shall be governed by the law of England and Wales. You agree irrevocably to submit to the exclusive jurisdiction of the English and Welsh courts.
- 15.5 The failure of Web4Law to exercise or enforce any right or provision of this agreement shall not constitute a waiver of any such right or provision.
- 15.6 Web4Law is not a legal practice, nor is it regulated by the Solicitors Regulation Authority. Web4Law provides general management and compliance advice only. All advice and recommendations must be understood not to constitute formal legal advice.

Please sign and date both copies of this agreement and return one to us immediately, retaining the other copy in a safe place for your future reference. Please be aware that until you return the signed and dated copy of this agreement, unless and until you instruct us in writing to the contrary your continued instructions will amount to an acceptance of the Conditions.

Signed on behalf of Web4Law:

Date:

Signed on behalf of []:

Print name of authorised signatory:

Date: