

## Birketts' Online HR Support Service 'HR Boss'

- [Acceptable Use Policy](#)
- [Terms of Website Use](#)
- [HR BOSS Terms and Conditions](#)

# Acceptable Use Policy

This Acceptable Use Policy sets out the terms between you and us under which you may access our website <https://datarooms.birketts.co.uk/birketts/> for the purposes of accessing the Birketts online support service known as "HR BOSS" ("**Our Website**"). This Acceptable Use Policy applies to all users of, and visitors to, Our Website.

Your use of Our Website means that you accept, and agree to abide by this Acceptable Use Policy. If you do not agree to this Acceptable Use Policy, you must not use Our Website. We recommend that you print a copy of this Acceptable Use Policy for future reference.

Our [Terms of Website Use](#) and our [HR BOSS Terms and Conditions](#) also apply to your use of Our Website.

Our Website is a website hosted by Thomson Reuters and operated by Birketts LLP ("**we**" or "**us**"). We are a limited liability partnership registered in England and Wales under company number OC317545 and we have our registered office at Providence House, 141-145 Princes Street, Ipswich, Suffolk IP1 1QJ. Our main trading address is Providence House, 141-145 Princes Street, Ipswich, Suffolk IP1 1QJ. Our VAT number is 102 0243 51.

We are authorised and regulated by the Solicitors Regulation Authority.

## 1. Prohibited uses

You may use Our Website only for lawful purposes. You may not use Our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of Our Website in contravention of the provisions of our [Terms of Website Use](#) and our [HR BOSS Terms and Conditions](#);
- not to access without authority, interfere with, damage or disrupt:
  - any part of Our Website;
  - any equipment or network on which Our Website is stored;
  - any software used in the provision of Our Website; or
  - any equipment or network or software owned or used by any third party.

## 2. Suspension and termination

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of Our Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the [Terms of Website Use](#) and our [HR BOSS Terms and Conditions](#) upon which you are permitted to use Our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use Our Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to Our Website;
- issue a warning to you;
- bring legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- take further legal action against you; and/or
- disclose such information to law enforcement authorities as we reasonably feel is necessary.

We exclude our liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Acceptable Use Policy are not limited, and we may take any other action we reasonably deem appropriate.

### 3. Changes to the acceptable use policy

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on Our Website.

### 4. How this acceptable use policy can be transferred

We can transfer our rights and obligations under this Acceptance Use Policy to any third party, provided this does not adversely affect your rights under this Acceptance Use Policy.

### 5. Which country's laws apply to any disputes?

The terms of this Acceptable Use Policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Terms of website use

These Terms of Use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website <https://datarooms.birketts.co.uk/birketts/> for the purposes of accessing the Birketts online support service known as “HR BOSS” (“Our Website”). Use of Our Website includes accessing, browsing or registering to use Our Website.

Please read these Terms of Use carefully before you start to use Our Website, as these will apply to your use of Our Website. We recommend that you print a copy of this for future reference.

By using Our Website, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not agree to these Terms of Use, you must not use Our Website.

The terms of use referred to and used by Birketts on the Website (available at <https://datarooms.birketts.co.uk/birketts/termsOfUse.action?timestamp=227> (or such other link as updated from time to time)) apply to your use of secure extranet data room known as the “Birketts Collaboration Site” hosted by Thomson Reuters and operated by Birketts (if and to the extent that these Terms of Use do not cover such use).

### Other applicable terms

These Terms of Use refer to the following additional terms, which also apply to your use of Our Website:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using Our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of Our Website. When using Our Website, you must comply with this Acceptable Use Policy.
- Our [HR BOSS Terms and Conditions](#).

### Information about us

Our Website is hosted by Thomson Reuters and operated by Birketts LLP, Providence House, 141 – 145 Princes Street, Ipswich, Suffolk IP1 1QJ (“we” or “us”). We are a limited liability partnership registered in England and Wales under company number OC317545 and have our registered office at Providence House, 141 – 145 Princes Street, Ipswich, Suffolk IP1 1QJ. Our main trading address is Providence House, 141 – 145 Princes Street, Ipswich, Suffolk IP1 1QJ. Our VAT number is 102 0243 51.

We are authorised and regulated by the Solicitors Regulation Authority.

We are a limited liability partnership.

## Changes to these terms

We may revise these Terms of Use at any time by amending this page.

Please check this page from time to time to take notice of any changes we make, as they are binding on you.

## Changes to our website

We may update Our Website from time to time and may change the content at any time. However, please note that any of the content on Our Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that Our Website, or any content on it, will be free from errors or omissions.

## Accessing our website

Our Website is made available subject to our [HR BOSS Terms and Conditions](#).

We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted. Access to Our Website is permitted subject to our [HR BOSS Terms and Conditions](#). We may suspend, withdraw, discontinue or change all or any part of Our Website without notice. We will not be liable to you if for any reason Our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Our Website.

Our Website is made available free of charge. We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Website through your internet connection are aware of these Terms of Use, our HR BOSS Terms and Conditions, our Acceptable Use Policy and any other applicable terms and conditions, and that they comply with them.

## Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [BOSShelp@birketts.co.uk](mailto:BOSShelp@birketts.co.uk).

## No reliance on information

The content on Our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Website.

Although we make reasonable efforts to update the information on Our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Website is accurate, complete or up-to-date.

## Limitation of our liability

The limitations and exclusions of liability as set out in our [HR BOSS Terms and Conditions](#) will apply to your use of Our Website.

## Viruses

We do not guarantee that Our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access Our Website. You should use your own virus protection software.

You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Website, the server on which our site is stored or any server, computer or database connected to Our Website. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Website will cease immediately.

## Third party links and resources in our website

Where Our Website may contain links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources.

## We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.

## Applicable law

These Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Contact us

To contact us, please email [BOSShelp@birketts.co.uk](mailto:BOSShelp@birketts.co.uk).

Thank you for visiting Our Website.



## HR BOSS TERMS AND CONDITIONS

### 1. definitions and interpretation

- The following definitions apply in these Terms and Conditions:

<b>Acceptable Use Policy</b>	means Birketts' acceptable use policy (as updated from time to time) as available at <a href="http://birketts.co.uk">birketts.co.uk</a> or such other website address as may be notified to the Client from time to time;
<b>Birketts Collaboration Site</b>	the secure client extranet data room hosted by Thomson Reuters and operated by Birketts;
<b>Birketts Collaboration Site Terms of Use</b>	means the Birketts Collaboration Site's website terms of use referred to on the Website and available at <a href="https://datarooms.birketts.co.uk/birketts/termsOfUse.action?timestamp=227">https://datarooms.birketts.co.uk/birketts/termsOfUse.action?timestamp=227</a> (or such other link as updated from time to time);
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Client</b>	as set out on the Contract Front Sheet;
<b>Commencement Date</b>	as set out on the Contract Front Sheet;
<b>Confidential Information</b>	means information that is proprietary or confidential in nature and is either clearly labelled as such or identified as confidential information in clause 13.7;
<b>Contract</b>	means the contract between Birketts and the Client for access to the Website in accordance with these HR BOSS Terms and Conditions;
<b>Designated Users</b>	means those employees, agents and independent contractors who are authorised by the Client to use the Website, as further described in clause 5.2.1 and the expression <b>Designated User</b> means any one of them;
<b>Heightened Cybersecurity Requirements</b>	means any laws, regulations, codes, guidance (from regulatory and advisory bodies whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Client or Designated User (but not Birketts) relating to security of network and information systems and security breach and incident reporting requirements, which

may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;

**HR BOSS** means the Birketts Online HR Support Service, a secure extranet service on the Website provided by Birketts to the Client in accordance with these HR BOSS Terms and Conditions;

**HR BOSS Terms and Conditions** means these terms and conditions as amended from time to time in accordance with clause 14.5;

**Intellectual Property Rights** means patents, utility models rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, source code, semiconductor topography rights, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Policies** means the Acceptable Use Policy, the Privacy Policy and the Website Terms of Use and any other policy issued by Birketts and notified to the Client from time to time;

**Privacy Policy** means Birketts' privacy policy (as updated from time to time) as made available at <https://www.birketts.co.uk/privacy-policy> or such other website address as may be notified to the Client from time to time;

**User ID** means the email address provided by the Client in respect of each Designated User;

**Virus** means any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any

programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

**Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly;

**Website** means the website used to access HR BOSS at <https://datarooms.birketts.co.uk/birketts> or any other website notified to the Client by Birketts from time to time;

**Website Terms of Use** means the website terms of use (as updated from time to time) as available at [birketts.co.uk](https://birketts.co.uk) or such other website address as may be notified to the Client from time to time.

- 1.1 Clause headings shall not affect the interpretation of these HR BOSS Terms and Conditions.
- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to writing or written includes email but not fax.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 Any words following the terms including, include, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Formation of the contract

- 2.1 These HR BOSS Terms and Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (including any terms entered into between Birketts and the Client for the Website on a trial basis).
- 2.2 Any demos, descriptive matter or advertising issued by Birketts, and any descriptions or illustrations contained in Birketts' literature, are issued or published for the sole purpose

of giving an approximate idea of the Website as described in them. They shall not form part of the Contract or have any contractual force.

- 2.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 2.4 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, promise, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 2.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 2.6 Nothing in clause 2.3 to clause 2.5 (inclusive) shall limit or exclude any liability for fraud.

### 3. Commencement and termination

- 3.1 The Contract shall commence on the Commencement Date and shall continue until either party terminates the Contract on written notice to the other party.
- 3.2 On termination or expiry of the Contract for any reason:
  - 3.2.1 all licences granted under the Contract shall immediately terminate and the Client shall immediately cease all use of the Website;
  - 3.2.2 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; and
  - 3.2.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry shall not be affected or prejudiced.

### 4. User IDs and passwords

- 4.1 No person who is not an employee of the Client's organisation will be permitted to be added as a Designated User.
- 4.2 During the term of the Contract, the Client will provide written notice to Birketts' Representative of the email addresses of the Designated Users who are to have access to the Website.

- 4.3 On receipt of such email addresses, Birketts will arrange for an automated email to be sent to such Designated Users with a sign-up link for each Designated User to use their User ID to create a password for the Website.
- 4.4 Each Designated User will use their unique User ID and password to access the Website and for no other purpose.
- 4.5 Designated Users are responsible for protecting their User ID and password and hereby agree to accept all responsibility for any activity that occurs under their account with their User ID and password. Birketts is not responsible for any liability arising from any unauthorised use of the Website by Designated Users.
- 4.6 By accessing the Website, Designated Users agree to consider their User ID and password as Confidential Information and to keep their User ID and password as such. Designated Users shall immediately contact Birketts' Representative if they become aware of any loss or theft of their password or of any unauthorised use of their User ID or password. Birketts shall not be liable for any loss or damage arising from Designated Users' failure to comply with these obligations.
- 4.7 Only each Designated User is permitted to access the Website using their User ID. Login details may not be disclosed or used by any third party (including a Designated User allowing another Designated User to use that Designated User's User ID and password). Failure to comply with this clause 4.7 shall give Birketts the right to immediately suspend a Designated User's individual User ID.
- 4.8 Birketts reserves the right to disable, delete or change (with notice) a User ID or password at any time for any reason, whether or not chosen by the Client, the Designated User or allocated by Birketts.
- 4.9 Only Designated Users are permitted to download content from the Website.
- 4.10 The Client is responsible for ensuring that all persons who have a User ID and access the Website are aware of these Terms and Conditions, the Website Terms of Use and the Acceptable Use Policy and ensure that they comply with each of them.
- 4.11 The Client is responsible for notifying Birketts of any of its Designated Users who are no longer entitled to be issued with a User ID and password in accordance with these Terms and Conditions at any time during the term of the Contract.

## 5. Access to the website

- 5.1 Subject to the restrictions set out in this clause 5 and these Terms and Conditions, Birketts hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Designated Users to use the Website during the term of the Contract solely for the Client's internal business operations.
- 5.2 In relation to the Designated Users, the Client undertakes that:

- 5.2.1 it shall maintain a written, up to date list of current Designated Users and provide such list to Birketts within five Business Days of Birketts' written request at any time or times;
- 5.2.2 it shall permit Birketts or Birketts' designated auditor to audit the Client's use of the Website in order to establish the name and password of each Designated User and Birketts' data processing facilities to audit compliance with these Terms and Conditions and each such audit may be conducted no more than once per quarter, at Birketts' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with normal conduct of business; and
- 5.2.3 if any of the audits referred to in clause 5.2.2 reveal that any password has been provided to any individual who is not a Designated User, then without prejudice to Birketts' other rights, Birketts shall promptly disable such passwords and Birketts shall not issue any new passwords to any such individual.

### 5.3 The Client shall not:

- 5.3.1 except as permitted under these HR BOSS Terms and Conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website in any form or media or by any means; or
  - 5.3.2 access all or any part of the Website in order to build a product or service which competes with the Website; or
  - 5.3.3 use the Website to provide services to third parties; or
  - 5.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website available to any third party except the Designated Users, or
  - 5.3.5 attempt to obtain, or assist third parties in obtaining, access to the Website, other than as provided under this clause 5; or
  - 5.3.6 introduce or permit the introduction of, any Virus or Vulnerability into Birketts' network and information systems.
- 5.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Website and, in the event of any such unauthorised access or use, promptly notify Birketts.
- 5.5 Birketts does not warrant that:
- 5.5.1 the Client's use of the Website will be uninterrupted or error-free; or

- 5.5.2 the Website and/or the information obtained by the Client through the Website will meet the Client's requirements; or
  - 5.5.3 the Website will be free from Vulnerabilities; or
  - 5.5.4 the Website will comply with any Heightened Cybersecurity Requirements.
- 5.6 These HR BOSS Terms and Conditions shall not prevent Birketts from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these HR BOSS Terms and Conditions.
- 5.7 Birketts warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these HR BOSS Terms and Conditions.
- 5.8 Birketts reserves the right to change the content, presentation, performance and availability of any part of the Website without notice.

## 6. Website content

- 6.1 The Client may download data from the Website as permitted under these HR BOSS Terms and Conditions, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information.
- 6.2 The Client must not upload or attempt to upload any document or data on to the Website. For the avoidance of doubt, Birketts will not upload any documents or data to the Website on behalf of the Client.
- 6.3 The Client must not remove or obscure any copyright or other proprietary notices that appear on any part of the Website.

## 7. Client's obligations

- 7.1 The Client shall:
- 7.1.1 provide Birketts with all necessary co-operation in relation to the Contract and all necessary access to such information as may be required by Birketts in order to provide access to the Website, security access information and configuration services;
  - 7.1.2 without affecting its other obligations under these HR BOSS Terms and Conditions, comply with all applicable laws and regulations with respect to its activities under these HR BOSS Terms and Conditions;
  - 7.1.3 carry out all other Client responsibilities set out in these HR BOSS Terms and Conditions in a timely and efficient manner and in the event of any delays in

the Client's provision of such assistance as agreed by the parties, Birketts may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 7.1.4 ensure that the Designated Users use the Website in accordance with these HR BOSS Terms and Conditions, the Acceptable Use Policy and the Website Terms of Use and shall be responsible for any Designated User's breach of these Terms and Conditions;
- 7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Birketts, its contractors and agents to perform their obligations under these HR BOSS Terms and Conditions;
- 7.1.6 be responsible for ensuring that its computer or device has the requisite hardware and software requirements and suitable internet connection to access and use the Website;
- 7.1.7 ensure that its network and systems comply with the relevant specifications provided by Birketts from time to time;
- 7.1.8 be, to the extent permitted by law and except as otherwise expressly provided in these HR BOSS Terms and Conditions, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Birketts' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- 7.1.9 not use any robot, spider, other automatic device, or manual process to monitor or copy Birketts web pages or the content contained on the Website without Birketts' prior written consent;
- 7.1.10 not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website nor attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device; and/or
- 7.1.11 not take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure.

## 8. Proprietary rights

The Client expressly acknowledges and agrees that Birketts and its licensors own all Intellectual Property Rights or interest or title in and to the Website. Except as expressly stated herein, these HR BOSS Terms and Conditions do not grant the Client any rights to, under or in, patents, copyright, database right, trade secrets, trade names, trade marks



(whether registered or unregistered) text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML code), programs, software, videos, podcasts, products, information, and documentation as well as the design, structure, selection, coordination, expression, and arrangement of any content contained on or available through the Website.

## 9. Indemnity and limitation of liability

9.1 The Client will indemnify Birketts against an amount equal to:

9.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Birketts does or will incur or suffer; and

9.1.2 all claims or proceedings made or brought or threatened against Birketts by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Birketts does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with the Client's and/or the Designated Users' use of the Website.

9.2 Except as set out in clause 9.4, Birketts will under no circumstances whatever be liable in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:

9.2.1 any loss of profits;

9.2.2 loss of sales;

9.2.3 loss of business;

9.2.4 loss of revenue;

9.2.5 loss of agreements or contracts;

9.2.6 loss or corruption of data, information or software;

9.2.7 loss of business opportunity;

9.2.8 loss of anticipated savings;

9.2.9 loss of goodwill; or

9.2.10 any indirect or consequential loss.

9.3 Subject to clause 9.4, Birketts' total liability to the Client in respect of all other losses shall in no circumstances exceed the sum of £1,000.

- 9.4 The exclusions in clause 9.2, clause 11.1 and clause 12.3 shall apply to the fullest extent permissible at law, but Birketts does not limit or exclude liability for:
- 9.4.1 death or personal injury caused by the negligence of Birketts, its officers, employees, contractors or agents;
  - 9.4.2 fraud or fraudulent misrepresentation; or
  - 9.4.3 any other liability which cannot be limited or excluded by applicable law.
- 9.5 Birketts will not be liable for any loss or damage caused by a distributed denial-of-service attack, Virus or other technologically harmful material that may infect the Client's computer equipment, computer programs, data or other proprietary due the Client's use of the Website or to the Client's downloading of any material posted on it, or on any Website linked to it.

## 10. Use of the website

The Website is for limited use only for the purposes set out in these HR BOSS Terms and Conditions. Designated Users must not post digital content or portions thereof on any third party website or provide the digital content or portions thereof on any third party website or provide the digital content to others by any method including hosting services, sharing sites or feeds.

## 11. Relationships

- 11.1 In respect of the Website:
- 11.1.1 any content is not legal advice and should be not relied upon by the Client; and
  - 11.1.2 under these HR BOSS Terms and Conditions no lawyer-client relationship is created between Birketts and the Client as a result of Birketts providing access to the Website to the Client.
- 11.2 The parties to the Contract are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these HR BOSS Terms and Conditions or the Contract.
- 11.3 Any opinions expressed on the Website are those of the contributing individuals. If the Client acts on anything that is said or done the Client must do so on the basis of its own considered decision.

## 12. Disclaimer and no warranty

- 12.1 The information, digital content, software, products, and services provided on the Website may include inaccuracies or typographical errors and changes may be periodically added or changed to the information herein. Birketts makes no representations about the suitability of the information, digital content, software, products and services contained on the Website for any purpose. All such information, digital content, software, products, and services are provided “as is” without warranty of any kind.
- 12.2 Birketts and any other parties involved in creating, producing or delivering the Website expressly exclude all warranties, conditions or terms express or implied, statutory or otherwise including without limitation any warranty as to: (i) title; (ii) the use of the materials will not infringe any Intellectual Property Rights of any other person; (iii) satisfactory quality or fitness for any particular purpose; or (iv) the content of the Website and training materials or videos are accurate, complete or error free.
- 12.3 The Client acknowledges that Birketts shall not be liable for the accuracy of any content on the Website.

## 13. Confidentiality

- 13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract.
- 13.2 A party’s Confidential Information shall not be deemed to include information that:
- 13.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 13.2.2 was in the other party’s lawful possession before the disclosure;
  - 13.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 13.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 13.3 Subject to clause 13.5 and clause 13.6, each party shall hold the other’s Confidential Information in confidence and not make the other’s Confidential Information available to any third party, or use the other’s Confidential Information for any purpose other than the implementation of the Contract.
- 13.4 Each party shall take all reasonable steps to ensure that the other’s Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

- 13.5 It is acknowledged and agreed that to receive the full benefit of the Website, Birketts may, with the Client's consent, disclose the Client's Confidential Information to third parties.
- 13.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, if and to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.7 The Client acknowledges that details of the Website, and the results of any performance tests on the Website, constitute Birketts' Confidential Information.
- 13.8 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 13.9 The provisions of this clause **Error! Reference source not found.** shall survive termination or expiry of the Contract, however arising.

## 14. Other important terms

- 14.1 Birketts will process the Client's and Designated Users' personal data in accordance with the Privacy Policy.
- 14.2 Birketts may assign or subcontract its rights and obligations under the Contract.
- 14.3 The Client may only assign its rights under these HR BOSS Terms and Conditions to another person if Birketts agree in writing.
- 14.4 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 14.5 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 14.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.8 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formations (including non-contractual disputes or claims).