

Terms and conditions of business

Third party websites

1. Introduction

- 1.1. Collas Crill Group is a multi jurisdictional legal services provider carrying on business under the name "Collas Crill" which includes the following entities:
 - (a) a local company limited by shares in Bermuda, Collas Crill Bermuda Limited;
 - (b) a limited partnership registered in the British Virgin Islands (**BVI**), named Collas Crill L.P., which provides services in respect of BVI law
 - (c) a limited liability partnership in the Cayman Islands, Collas Crill LLP;
 - (d) a limited liability partnership incorporated in Guernsey, Collas Crill LLP;
 - (e) a limited liability partnership registered in Jersey (with Registered Number 78), Collas Crill LLP; and
 - (f) other companies or partnerships legally or beneficially owned by or affiliated to or associated with the preceding partnerships or companies from time to time (**Collas Crill**).
- 1.2. Sometimes Employees of Collas Crill may recommend, upload documents, advice or information to, supply access to, provide website details for, or otherwise utilise websites belonging to third parties (**Third Party Websites**).
- 1.3. Your use of Third Party Websites is subject to these terms and conditions (**Terms**). These Terms should be read in conjunction with, and supplement, our general terms and conditions of business (available at www.collascrill.com) and any Engagement Document in place with you from time to time.
- 1.4. Your use of Third Party Websites is also subject to the terms and conditions applicable to those Third Party Websites, as amended from time to time (the **Third Party Terms**).
- 1.5. Your use of Third Party Websites constitutes acceptance of these Terms and the Third Party Terms.
- 1.6. We reserve the right to vary these Terms from time to time, without your prior consent. These Terms (as amended from time to time) will be published on www.collascrill.com by way of public notice. You will be bound by any revision of the Terms upon such publication. A current copy of these Terms will also be made available for inspection at our offices in BVI, Cayman, Guernsey, Jersey and London during normal business hours.

2. Definitions and interpretation

- 2.1. In addition to any other words defined in these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Employees means all partners, directors, officers, employees, consultants and agents of Collas Crill.

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Engagement Document means a letter of engagement addressed to you, or any email or emails or documents detailing the scope of work and/or the proposed fees for work we propose to undertake for you as our client and any relevant responses or documents which relate to it or them and any amendments, variations or restatements to such documents from time to time.

Relevant Jurisdiction means:

- (a) if there is an Engagement Document in place with you, the jurisdiction whose law is specified in it (when read in conjunction with any applicable terms and conditions of business) as governing your relationship with us;
- (b) if there is an Engagement Document in place with you but it does not (when read in conjunction with any applicable terms and conditions of business) specify which law governs your relationship with us, the jurisdiction in which the Employee signing the Engagement Document (or in the absence of a signature, on whose behalf the Engagement Document is sent) usually works; or
- (c) if there is no Engagement Document in place between us, Guernsey.

we, our, us means Collas Crill and its constituent entities (as applicable).

you means any person using Third Party Websites.

- 2.2. Headings in these Terms are inserted for convenience only and shall be ignored in construing these Terms.
- 2.3. Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- 2.4. References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as respectively replaced, amended, extended or consolidated.
- 2.5. References to Collas Crill or you shall include a reference to any successor entity and permitted assigns and, in the case of individuals, their heirs and personal representatives.
- 2.6. The expression "**person**" shall be construed to include references to any person, firm, company, partnership, corporation, entity or any agency of them.

3. Own risk

- 3.1. Subject to clause 3.2 below (which applies only where there is an Engagement Document in respect of the relevant matter), we shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss or damage arising in connection with Third Party Websites or your use of them, including but not limited to losses, damage, costs, expenses or consequential loss (in each case whether direct or indirect) in connection with:
 - (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss or corruption of data or information;
 - (e) loss of business opportunity, goodwill or reputation;

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- (f) damage to hardware, software and networks;
 - (g) computer viruses, malware or other harmful code; or
 - (h) data breaches.
- 3.2. If there is an Engagement Document in respect of the relevant matter, our liability in relation to Third Party Websites shall not be as provided in clause 3.1 above but shall instead be as provided in that Engagement Document and the applicable terms and conditions of business (available at www.collascrill.com) in place, except that, in relation to Third Party Websites (notwithstanding the provisions of the Engagement Document and any terms and conditions of business in place):
- (a) we do not accept any liability for any matters outside of the control of our Employees;
 - (b) we do not accept any liability for the matters listed in sub-paragraphs (a) to (h) of clause 3.1 above; and
 - (c) the other provisions of these Terms (except clause 3.1) shall apply.
- 3.3. You acknowledge:
- (a) that our use, referral to or recommendation of Third Party Websites does not imply that we have done any due diligence on the security of such Third Party websites;
 - (b) that we give no guarantees or warranties in this regard; and
 - (c) that you are responsible for carrying out your own due diligence on the security of such Third Party Websites.
- 3.4. You acknowledge that we have no control over the security of Third Party Websites and that content may appear on Third Party Websites over which we have no control and that we accept no liability for these matters.
- 3.5. We do not guarantee that documents or files within or linked to any Third Party Websites are free of viruses, malware or other harmful code. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus, malware or other harmful code. We strongly recommend that you use virus-checking software when using any Third Party Websites. In addition, you are responsible for virus-checking any document or file attachment that you send to us via any Third Party Website or directly.
- 3.6. You acknowledge that you are responsible for reading, taking account of and complying with the Third Party Terms. You agree to indemnify Collas Crill in respect of any losses, damages, costs or expenses sustained by us as a result of your breach of any Third Party Terms.
- 3.7. You acknowledge that we are not responsible for the privacy policies of any Third Party Websites and that our use, referral to or recommendation of Third Party Websites does not imply any association with the policies of the organisations responsible for such websites.
- 3.8. You acknowledge that Third Party Websites will not have been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Third Party Websites meet your requirements.

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- 3.9. You acknowledge that general content produced by us and appearing on Third Party Websites (such as articles and generic guides) and all material contained in it, provides general information only and does not constitute legal or professional advice, and should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on general information contained on Third Party Websites and do not warrant or guarantee the accuracy of such information.
- 3.10. Except as expressly stated in these Terms and any Engagement Document as supplemented by our terms and conditions of business (to the extent applicable), there are no conditions, warranties, representations or other terms, express or implied, in relation to Third Party Websites that are binding on us. Any condition, warranty, representation or other term concerning the Third Party Websites and their us which might otherwise be implied into, or incorporated in, these Terms, whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

4. Intellectual property rights

- 4.1. You acknowledge that any intellectual property rights belonging to Collas Crill in any original materials and/or documents, products, logos or branding materials created, generated and/or produced by or for us and posted to or appearing on Third Party Websites belong to us and that such rights are not waived.

5. General

- 5.1. These Terms and any document expressly referred to in them (to the extent applicable) constitute the entire agreement between us in relation to Third Party Websites and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.
- 5.2. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) in relation to Third Party Websites that is not set out in these Terms or any document expressly referred to in them.
- 5.3. Each of the provisions of these Terms operates separately. If at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect:
 - (a) the legality, validity and enforceability of the remaining provisions shall in no way be affected or impaired; and
 - (b) the offending provision shall be deemed to be amended as necessary to give it effect to the maximum extent permitted by law.

6. Arbitration

- 6.1. Both parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising from or in connection with these Terms.
- 6.2. We may elect to submit any dispute between the parties, arising from or in connection with these Terms, and which is not settled by agreement in writing between the parties within 30 days after it arises, to arbitration in accordance with the arbitration rules of the London Court of International Arbitration (Rules) in place from time to time. If we elect to submit any dispute to arbitration, you will be bound by this election.

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6.3. Any such arbitration shall be conducted:

- (a) in the Relevant Jurisdiction in the English language;
- (b) in accordance with the Rules; and
- (c) by a single arbitrator:
 - (i) to be agreed between the parties; or
 - (ii) failing such agreement within 30 days of the election to submit the relevant dispute to arbitration in accordance with this clause, by a single arbitrator appointed by the President for the time being of the London Court of International Arbitration.

The decision of any such arbitrator shall be final and binding upon the parties (save in the case of fraud).

7. Jurisdiction

- 7.1. The construction, validity and performance of these Terms shall be governed in all respects by the laws of the Relevant Jurisdiction.
- 7.2. The courts of the Relevant Jurisdiction shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and any matters arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.