

General Terms and Conditions for Use for Blake Morgan LLP's Web portal Secure File Sharing and Document Collaboration Web portal known as iManage Share

Please read these General Terms (as defined below) carefully before using this Collaborative Web portal ("the Web portal") or any service offered through it. Please also read carefully any Project Specific Terms applying to the project or matter in relation to which you are accessing the Web portal. By accessing or using the Web portal or any service offered through it (whether by direct access through the Web portal or through any other routing hub or mechanism) you agree to these General Terms and any applicable Project Specific Terms. If you do not accept these General Terms and any applicable Project Specific Terms, you should not use the Web portal or any service offered through it in any way. In addition, prior to using the Web portal, you should check the Web portal's privacy policy to make sure you are happy to use it. If you are not you should not use the Web portal or any service offered through it.

1 GENERAL

1.1 In these Terms, the following words have the following meanings unless stated otherwise in any applicable Project Specific Terms:

Blake Morgan LLP ("we," "us" or "our") is a limited liability partnership registered in England and Wales (registration no. OC392078). Our registered office and principal place of business is at New Kings Court, Tollgate, Chandlers Ford, Southampton, SO53 3LG. We are a member of the Blake Morgan legal services group (the Group) which includes Blake Laphorn and the Group's holding LLP, Blake Morgan Group LLP, We are authorised and regulated by the Solicitors Regulation Authority (SRA) of England and Wales. Our SRA number is 613715. Details of the professional rules which apply to us as an English law firm may be viewed on the SRA website at www.sra.org.uk.

Client means any person or persons (whether individuals, corporate bodies or otherwise) with whom we have a retainer and / or who have engaged us to act on their behalf in any matter;

General Terms means these general terms of use for the Web portal;

Information means information, materials and/or documents contained on or in or accessed via the Web portal or any Project Site;

Party means any party to a transaction or matter or project in respect of which a Project Site has been created by us;

Project Site means any project specific deal room, document exchange site, data room or other service made available to a Party or User by us or a Client through the Web portal;

Project Site Terms means any additional terms of use governing any Project Site to which a Party or User has access from time to time, as displayed to a User upon accessing any Project Site;

Terms means the General Terms of Use, any Project Site Terms and the iManage terms of use governing the Web portal in such form as is posted on the Web portal at the time of such access or use by a User. A copy of the iManageShare terms of use can be found [here](#):

User ("you" or "your") means any individual person who, at a Party's request, has been given access to the Web portal and/or a Project Site by us or a Client; and

Web portal means the collaborative web portal hosted at <https://imanageshare.co.uk> or any other URL made available to a Party from time to time (whether by us or any other person duly authorised by us) through which a Project Site can be accessed by Users.

- 1.2 In the Terms, use of the singular includes the plural and the other way round.
- 1.3 We may revise these Terms of use at any time by amending this document. Please check these terms each time you use this Web portal to take notice of any changes we may have made. We will not use any of your personal information collected through your use of this Web portal that is inconsistent with the original purpose(s) for which it was collected.

2 APPLICATION OF TERMS

- 2.1 The Terms apply to any User accessing the Web portal and/or a Project Site whether by direct access through the Web portal or through any other routing hub or mechanism. In particular, when using a Project Site, each and every User shall be subject to any applicable Project Site Terms.
- 2.2 The Terms apply to each and every occasion on which the Web portal and/or a Project Site are accessed by a User.
- 2.3 In consideration of its Users being authorised to use the Web portal and/or a Project Site, each User who is a director or officer or partner or member of a Party agrees that that Party shall be bound by the Terms and they have authority to so bind a Party and agrees to procure that each and every User employed or engaged by that Party will comply with the Terms.
- 2.4 The provisions of paragraph 2.3 shall in no way, unless agreed otherwise by us relieve a User of his/her individual obligations under the Terms.
- 2.5 Where a User or Party is also a Client, the Terms should be read as an annexure to our letter of engagement and terms of business.

3 USE OF THE WEB PORTAL

- 3.1 We regulate access to the Web portal and Project Sites, in whole or in part, by assigning each User different access levels. Each User's ability to access the Web portal and/or any Project Sites, or any areas or Information on them, will depend upon the access level provided to each User, which shall be determined by us in conjunction with a Client and/or each Party as applicable. We reserve the right to modify each User's access level to the Web portal and/or any Project Site at any time with or without notice to a Party or User. If a User is not happy with the level of access given to them they should, in the first instance, discuss that with the Party who employs or engages them or their lawyers.
- 3.2 Each and every User must:
 - 3.2.1 only use the Web portal and/or a Project Site for the purposes for which they have been given access by us;
 - 3.2.2 keep all identification codes, logins and passwords provided to enable access to and use of the Web portal or any Project Site secure and confidential and not disclose them to any other person (whether or not that other person is also a User); and
 - 3.2.3 notify us immediately upon becoming aware or suspecting that any such user identification codes, logins or passwords have been disclosed to or discovered by any person other than the User to whom they were issued.

- 3.3 We reserve the right to remove Information from the Web portal or any Project Site that infringes any of the Terms or that Blake Morgan LLP otherwise, acting in its sole discretion, deems unlawful, illegal, discriminatory, offensive and/or inflammatory.
- 3.4 We reserve the right to suspend or terminate access to the Web portal or any Project Site at any time. Any such suspension or termination of access (howsoever caused) will not affect the accrued rights or liabilities of any Party or User arising under the Terms or otherwise by law or equity.
- 3.5 Whilst reasonable efforts will be made to ensure that the Web portal and each Project Site is available on a 24/7 basis, no guarantees are given that they shall be or that the complete content will be available at all times. Access to the Web portal and its content may be suspended temporarily (in whole or in part) without notice in the event of system failure, maintenance or repair, or for reasons beyond the reasonable control of us.
- 3.6 We give no representation or warranty (express or implied) as to the compatibility of the Web portal or any Project Site, the Information and/or any other services available through the Web portal with a User's computer systems, software and/or hardware. We shall not be liable to any person for any inability to access or use the Web portal or any Project Site as a result of any incompatibility and/or lack of requisite software, hardware and/or telecommunications network access.
- 3.7 Users will not be charged for their use of, or access to, the Web portal. Clients will be charged in the normal way for our fee-earners' time spent on any transaction or matter and should refer to our letter of engagement and terms of business for further details.

4 CONFIDENTIALITY

- 4.1 Together with any applicable Project Specific Terms, the terms of any confidentiality agreement entered into by a Party in connection with a transaction, project or matter for which a Project Site has been created shall apply to their use, access and disclosure of Information.
- 4.2 In the absence of any separate confidentiality agreement or Project Specific Terms, each User shall maintain in strict confidence and not disclose to any unauthorised party any Information to which they gain access unless and to the extent (i) permitted by the Party owning such Information; or (ii) as required by a court or other regulatory body of competent jurisdiction; or (iii) as required by the terms of any securities exchange on which a Party is listed; or (vi) as permitted as a Client.
- 4.3 Each User and Party should pay particular note to the fact that holding documents on the Web portal will not protect them from the normal rules of disclosure in legal proceedings or from seizure by regulatory or other authorities in any jurisdiction in which the document is held, opened or accessible, whether permanently or temporarily. Rules of legal privilege may be different in different jurisdictions.
- 4.4 In no circumstances shall a User attempt to circumvent any of the security features of the Web portal or a Project Site in particular with a view to downloading, uploading, printing and/or copying Information where that User does not have permission to do so.

5 SECURITY

- 5.1 The Web portal is hosted in iManage Cloud SOC2-certified and ISO 2700 compliant data centres. Multi-level file encryption protects the privacy of content at rest and in transit. Access to the Web portal includes multi-factor authentication, access controls and user permissioning.
- 5.2 While we have taken certain precautions to detect computer viruses and ensure security of Information, no representation or warranty (express or implied) is made or given that the content

of the Web portal and/or any Project Site will be virus free or secure and We shall not be held liable to any person for any loss or damage caused by any computer virus or breach of security other than where we have been negligent. Users shall protect their computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary.

- 5.3 Users must not attempt to gain unauthorised access to the Web portal and/or any Project Site, the server on which they are stored or any server, computer or database connected to the Web portal and/or any Project Site.
- 5.4 Users must not misuse the Web portal and/or any Project Site in any way and must not, in particular, knowingly introduce viruses, trojans, worms, logic bombs or other material which has a purpose that is or is intended to be malicious or technologically harmful.
- 5.5 Whilst using the Web portal or a Project Site, Users must:
 - 5.5.1 take all reasonable steps to ensure that none of the Information is visible to, or capable of being overlooked by, other persons;
 - 5.5.2 not leave their computer or other communications device through which they access the Web portal unattended whilst connected to it;
 - 5.5.3 ensure that they log out of the Web portal and close the browser when they have finished using the Web portal; and
 - 5.5.4 not deface, mark, alter, modify, vary (including varying the sequence of) damage or destroy in any way any Information unless permitted to do so by any applicable Project Site Terms.

6 NO WARRANTY

- 6.1 No representation or warranty (express or implied) is made or given as to the adequacy, accuracy, reliability or completeness of the Information or as to the reasonableness of any assumptions on which any of it is based. Blake Morgan LLP and its members, employees, or agents shall have no liability to any person to whom Information is made available resulting from the use of the Information by any person save where such person is a Client, in relation to whom the terms of our letter of engagement and terms of business shall apply.
- 6.2 Neither we nor a Client are under any obligation to provide any additional information or to update or correct any inaccuracies which may become apparent in any of the Information, unless we have a legal or regulatory obligation to do so.

7 LIABILITY AND INDEMNITY

- 7.1 All liability (save for liability that we cannot exclude in law (such as for death or personal injury)), including liability for negligence which might arise from use of, reliance on and access to the Web portal and/or a Project Site is excluded save in respect of Clients, in relation to whom the terms of our letter of engagement and terms of business shall apply.
- 7.2 Each User agrees to fully indemnify, defend and hold us, our employees, agents, suppliers and business partners, harmless immediately on demand, against all claims, damages, losses, costs and expenses, including legal fees, arising out of the User's breach of these Terms or any other liabilities arising out of the User's use contrary to the Terms or of any Information, or the use by any other person accessing the Web portal using the User's log-in details.

8 INTELLECTUAL PROPERTY

- 8.1 Access to the Web portal and Information does not confer on any User or Party any rights in any intellectual property in the Web portal or the Information that such User or Party does not otherwise have.
- 8.2 "Blake Morgan LLP" and the Blake Morgan LLP logo are UK registered trade marks of Blake Morgan LLP.

9 DATA PROTECTION

- 9.1 We are the data controller for the purpose of the UK General Data Protection Regulation and the Data Protection Act 2018.
- 9.2 We may collect, process and store information about Users so that each User is able to use the Web portal and for the management and administration of the Web portal, including personal information you give to us when registering to use the Web portal. This data may include your name, email address and mobile number for multi-factor authentication.
- 9.3 We must have a lawful basis for processing your personal information. We will use your information to provide you with access to this Web portal. This is within our legitimate interests as a law firm seeking to engage with and provide services to prospective clients, current clients and other interested parties to ensure a safe and secure IT environment. Processing of your information may also be required in order to comply with any legal obligations placed upon us.
- 9.4 Some of the information you provide to us will be held on our computers in the UK and will only be accessed by or given to our staff (or staff of Blake Morgan related entities) working in the UK. Some of the information you provide to us may be transferred to, stored and processed by third party organisations which process data for us and on our behalf. These third parties may be based (or store or process information) in the UK or elsewhere including outside of the EEA.
- 9.5 We may also be obliged to disclose information under certain laws or by order of court or other competent regulatory body or may be permitted to disclose it under applicable data protection laws.
- 9.6 If we merge with another business entity or divest a part of our business or carry out internal corporate restructuring, your information may be disclosed or transferred to our new business partners or owners or the new corporate entities.
- 9.7 We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with these terms of business.
- 9.8 We have in place administrative, technical and physical measures in our IT environment and internally designed to guard against and minimise the risk of loss, misuse or unauthorised processing or disclosure of the personal information that we hold.
- 9.9 Where we transfer information to third parties to enable them to process it on our behalf, we ensure that the providers meet or exceed the relevant legal or regulatory requirements for transferring data to them and keeping it secure.
- 9.10 We will also ensure that where information is transferred to a country or international organisation outside of the UK / EEA, we will comply with the relevant legal rules governing such transfers.
- 9.11 We keep your personal information no longer than is necessary for the purpose for which it was collected. Once your log-in details have expired, your name and email address will be deleted from the Web portal. This will usually be within one month of the expiry date if not before. We

currently hold an ISO 27001 Certification which is the internationally recognised standard for information security.

- 9.12 You have certain rights in relation to your personal information, for example to request that we provide you with a copy of your personal information that we hold, although those rights will not apply in all cases or to all information that we hold about you. For example, we may need to continue to hold and process information to establish, exercise or defend our legal rights. We will tell you if this is the case when you contact us. More information can be found on the Information Commissioner's website at <https://ico.org.uk/your-data-matters/>
- 9.13 If you would like to get in touch to discuss how we use your personal information, to exercise your rights or to provide feedback or make a complaint about use of your information, please contact: Elaine Heywood, Data Protection Manager, dataprotection@blakemorgan.co.uk or 023 9253 0356, Blake Morgan LLP, New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG. You can also contact the Information Commissioner's Office via <https://ico.org.uk/> for information, advice or to make a complaint.

10 GOVERNING LAW

- 10.1 These Terms are governed by English law. By using and accessing the Web portal or any Project Site each User agrees that any dispute (including non-contractual disputes and claims) arising in connection with the Terms and/or the access or use of the Web portal or a Project Site shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11 CONTACT

- 11.1 Any queries regarding the Terms, the Web portal and/or a Project Site should be directed to the person at Blake Morgan LLP responsible for the transaction or matter in connection with which the User is accessing the Web portal. Failing that, queries should be sent to the ITService.Desk@blakemorgan.co.uk