

GANADO Connect | Terms and Conditions of Use

These terms and conditions of use (the “**Terms of Use**”) govern access and use by an individual (the “**User**”) of the client extranet (“**GANADO Connect**”) operated by or on behalf of GANADO Advocates.

1. Interpretation

1.1. References in these Terms of Use to:

“**Authorised Undertaking**” means a person on whose behalf an Authorised User accesses and/or uses GANADO Connect;

“**Authorised Undertaking’s Group**” means the Authorised Undertaking, its parent and subsidiary companies and subsidiaries of its parent companies. “parent” and “subsidiary” shall be construed in accordance with Article 2 of the Companies Act (Cap. 386, Laws of Malta);

“**Authorised User**” means a User who is authorised by us to access and/or use GANADO Connect for one or more Matters and given a username and password by us from time to time;

“**Content**” means any data or information, regardless of form or format, developed by us, on our behalf or licensed to us which are or form part of GANADO Connect;

“**Document**” means any material displayed, hosted or otherwise made available (or intended to be so displayed, hosted or otherwise made available) through GANADO Connect in relation to a Matter, including text, images, databases and spreadsheets, in whatever form or format;

“**GANADO Document**” means any Document created by us, or on our behalf, for the purposes of the Matter;

“**Group Member**” means a member of the Authorised Undertaking’s Group;

“**Intellectual Property Rights**” means trademarks, service marks, trade names, domain names, get-up, logos, patents, inventions, registered and unregistered design rights, copyrights, database rights, rights in goodwill or to sue for passing off, rights in confidential information (including know-how and trade secrets) and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

“**Matter**” means a matter, transaction, deal, project, collaboration or document collection which is conducted, managed or otherwise made available through GANADO Connect for the Authorised Undertaking;

“**User Document**” means any Document provided by you (whether or not on behalf of the Authorised Undertaking) for us to post or, where permitted, posted by you on GANADO Connect in relation to a Matter;

“**we**”, “**us**” or “**our**” means the Malta law firm by the name Ganado & Associates, Advocates practising under the name GANADO Advocates and its successors and assigns; and

“**you**” or “**your**” means the User.

- 1.2. In these Terms of Use: (a) headings are for convenience only and do not affect its interpretation; (b) references to laws, other enactments and documents shall include reference to such laws, enactments and documents as amended, supplemented (including by means of subsidiary legislation or rules) or re-enacted from time to time; (c) words importing the singular number shall include the plural number and vice versa and words that are gender neutral or gender specific include each gender; (d) references to clauses are to clauses in these Terms of Use; and (e) references to persons shall include individuals, companies or associations or bodies of persons, whether corporate or not.

2. Acceptance of these Terms of Use

- 2.1. A User accepts these Terms of Use when he or she first accesses GANADO Connect by using the username and password provided by us (“**Login Credentials**”). We may amend these Terms of Use in accordance with clause 8 from time to time and you agree that your continued use of GANADO Connect after the amendments to the Terms of Use have been notified is to be taken as unconditional acceptance of the Terms of Use as amended. Your attention is also drawn to our Privacy Statement (see clause 7 below) which is incorporated by reference into these Terms of Use and which will be accepted, as amended time to time, in a similar manner.
- 2.2. If we have been given your contact details so that you may access and use GANADO Connect on behalf of an Authorised Undertaking, the User and the Authorised Undertaking each represent and warrant that:
- (a) the User is entitled to accept these Terms of Use and access and use GANADO Connect and related Matter(s) and Document(s) on behalf of the Authorised Undertaking and that these Terms of Use constitute valid and binding obligations of the Authorised Undertaking;
 - (b) the Authorised Undertaking will be bound by any action taken by the User, or by another person using the User’s Login Credentials whether or not the action was authorised;
 - (c) the User is not personally bound to perform the obligations allocated to him or her in these Terms of Use and any such requirements shall be read as requiring the Authorised Undertaking to ensure that the User acts (or refrains from acting as applicable) as required by these Terms of Use; and
 - (d) notwithstanding (c) above, the User (personally and on behalf of the Authorised Undertaking) acknowledges and accepts all the rights given to us in these Terms of Use.
- 2.3. If we have been given your contact details so that you may access and use GANADO Connect in your own right, the User is personally liable for the performance of his or her obligations under these Terms of Use and any reference to “Authorised Undertaking” is to be taken as also including the User.

3. Access to GANADO Connect

- 3.1. If you are an Authorised User, you have been provided by us with Login Credentials. You are responsible for ensuring the confidentiality of your Login Credentials and preventing any unauthorised person from accessing GANADO Connect, Matter or a Document through the use of your Login Credentials. If you know or suspect that your Login Credentials have been compromised you must promptly contact us by email on corporateservices@ganadoadvocates.com or telephone on +356 2123 5406 so that we may cancel and issue you with new Login Credentials.
- 3.2. The Authorised Undertaking shall notify us immediately and in writing if (a) a User ceases to be an Authorised User; (b) if a Group Member that employs the User ceases to be a Group Member, or (c) upon its becoming aware of any Login Credentials becoming compromised.

- 3.3. Access to GANADO Connect is restricted to Authorised Users only. If you have obtained or been given access to GANADO Connect, a Matter or a Document by mistake, please exit and close GANADO Connect, Matter or Document and contact us by email on corporateservices@ganadoadvocates.com or telephone on +356 2123 5406 without delay.
- 3.4. Your Login Credentials and resulting access to GANADO Connect will be linked to the Matter(s) with which the Authorised Undertaking has been allowed access to GANADO Connect. On completion or termination of a Matter, all Documents included in same will be managed in accordance with our archiving policy at that time. If there are no longer any Matters linked to Login Credentials they are typically automatically blocked and cancelled.
- 3.5. You (or the Authorised Undertaking as applicable) are responsible for providing the technical means to access and use GANADO Connect and all related telecommunications charges. We may from time to time reasonably specify the minimum hardware and/or software specifications required to access and use GANADO Connect, it is your obligation to ensure these are complied with. If you do not comply with same, you should note that you may have problems using GANADO Connect and might compromise its security or integrity. We reserve the right to deny access to Users whose hardware and/or software do not meet the minimum specifications. If third party software is required for you to use GANADO Connect or access any Documents, you (or the Authorised Undertaking) must obtain a licence of that software at your own expense.
- 3.6. Access to GANADO Connect and/or being an Authorised Undertaking, Group Member or Authorised User should not be taken, in the absence of a letter of engagement to that effect with us, as implying the existence of a lawyer-client relationship between us.

4. Your use of GANADO Connect

- 4.1. You must comply with all applicable laws and regulatory requirements relating to your use of GANADO Connect. You must also comply with all reasonable instructions provided by us to you in relation to GANADO Connect and its use.
- 4.2. Where you are granted “read-write” access (in whole or in part) to GANADO Connect or provide Documents for us to post to GANADO Connect:
 - (a) you must not use GANADO Connect to circulate, send, distribute or make available any information or data which is in breach of any laws or regulations including laws or regulations governing financial services, money laundering, financing of terrorism or which is offensive, obscene, abusive, indecent, defamatory or threatening, in breach of confidence or any other laws;
 - (b) you must ensure that any Document you post or provide to us to post to GANADO Connect is legal, decent and truthful, complies with all laws and regulations, does not infringe our or third parties’ Intellectual Property Rights or other rights, is not defamatory, unreliable or misleading or otherwise objectionable and is free of bugs, worms, viruses, trojans or other malicious code or software;
 - (c) you must not use GANADO Connect to advertise or sell any goods or services to other users of GANADO Connect without our prior authorisation;
 - (d) you must not publish or provide for publishing any information or personal data relating to any third party without appropriate authorisation or unless otherwise permitted by law; and
 - (e) you are solely responsible for the User Documents;

Although we are not a monitor or editor of any Document posted by you or provided to us for posting on GANADO Connect, where it comes to our attention that all or any part of a User Document exposes us to the risk of a claim or complaint by a third party or is otherwise in breach of the above representations we may block access to all or any part of GANADO Connect, Matter or Document and remove all or part the offending User Document. You undertake to reasonably assist and co-operate in such eventuality.

- 4.3. Where the Matter involves the making available of a “closing bible” or other set of Documents relating to a transaction, series of transactions or other matters for reference purposes (each a “**Repository**”), the User and the Authorised Undertaking agree and acknowledge that:
- (a) the User will have “read-only” access to any such Repository, with no right to modify same;
 - (b) the Repository is not necessarily a complete record of the documentation relating to the relevant transaction, series of transactions or other matters to which it relates;
 - (c) except where expressly agreed in writing between us and the Authorised Undertaking, we will not update the Repository after the date on which it is first made available to the Authorised Undertaking; and
 - (d) care should always be exercised before relying on the contents of such Repository as a record of the relevant transaction, series of transactions or other matters to which it relates. Even where we have undertaken as stated in (c) above to update the Repository, updates are conducted periodically in accordance with our agreement and/or as Documents become available for posting, accordingly it should not be assumed without prior verification with us that the Repository is at any time up to date or complete.

We accordingly do accept any liability for any loss, liability or costs incurred because such a Repository is not a complete record of the transaction, series of transactions or other matters to which it relates, because it is not up to date or because it is inappropriately relied upon.

- 4.4. We, our service provider and licensors own the software that operate GANADO Connect. You must not copy, modify, download, distribute or decompile (save as permitted by law) the software without our prior written consent.
- 4.5. Except to the extent required to use GANADO Connect in accordance with these Terms of Use, you must not copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, link with, display in frames, or show in public any part of GANADO Connect or systematically extract material from GANADO Connect or in any way exploit commercially all or any part of GANADO Connect without our prior written permission. This clause shall also apply to sharing of Login Credentials amongst various persons without our prior written permission or as otherwise permitted by these Terms of Use. For the avoidance of doubt, this clause applies to GANADO Connect itself and not to the Documents.
- 4.6. Except to the extent that you are authorised or legally entitled to do so, you must not copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, or show in public any Document (excluding User Documents) or in any way exploit commercially all or any part of any Document (excluding User Documents).

5. Intellectual Property Rights

- 5.1. As between us and you, we (or our service provider and licensor) own all Intellectual Property Rights in the Content, the GANADO Documents and GANADO Connect (excluding User Documents) and you do not acquire, by virtue of your use of GANADO Connect and these Terms of Use, any right, title or interest in any of them.

- 5.2. You grant us and other authorised users a non-exclusive, transferable, sub-licensable, royalty-free irrevocable worldwide license to use and copy any User Documents for furthering the purpose of the Matter or other purposes as may be agreed with you from time to time.

6. Confidentiality

- 6.1. Documents on GANADO Connect may be confidential and, in certain cases, legally privileged. You must not allow access to, use or distribute of the Documents (other than User Documents), except to persons authorised to read them. The Authorised Undertaking shall, and shall ensure that each Group Member shall, take all reasonable security measures to ensure that there is no such unauthorised access, use or distribution.
- 6.2. If you believe you have obtained or been given access to a Document by mistake, you must not download it, copy it, retain it, use it for any purpose or disclose its contents to any person and should contact us immediately by email corporateservices@ganadoadvocates.com or telephone on +356 2123 5406.

7. Data Protection

- 7.1. The processing of any personal data submitted by the User or otherwise collected by us through the User's access and/or use of GANADO Connect is also governed by our Privacy Statement (accessible here <http://www.ganadoadvocates.com/privacy-statement/>) the terms of which form an integral part of these Terms of Use.
- 7.2. By accepting these Terms of Use and accessing and using or continuing to access and use GANADO Connect you specifically agree to our use of cookies as described in the Privacy Statement. If cookies are disabled on your terminal you may not be able to access GANADO Connect or use it correctly.

8. Changes to GANADO Connect and Amendments of these Terms of Use

- 8.1. We reserve the right to update, modify, restrict access to or close GANADO Connect or any part of it at any time.
- 8.2. We also reserve the right to vary or amend these Terms of Use from time to time. We will notify you of any amendment by posting the relevant amended Terms of Use to our website (currently at <http://www.ganadoadvocates.com/resources/online-services/>). Any changes shall take effect upon your next login with the Login Credentials following posting.

9. No Warranty

- 9.1. Access to GANADO Connect is provided on an "as is" basis and subject to these Terms of Use. GANADO Connect is provided by our service provider on our behalf. We accordingly cannot guarantee and give no express or implied condition, representation or warranty that GANADO Connect, the Content and the Documents will operate in accordance with your expectations, will be error free or will be always available (whether due to maintenance, upgrades or otherwise). This clause does not purport to exclude or limit our duties to any client in respect of legal advice we provide in the course of a lawyer-client relationship pursuant to and in terms of any letter of engagement with us.
- 9.2. If you are aware of any errors or if GANADO Connect becomes inaccessible without any notice regarding same on our website, please feel free to contact us by email at corporateservices@ganadoadvocates.com and we will, together with our service provider, endeavour to correct it and/or restore access.

10. Limitations and Exclusions of our Liability

- 10.1. Unless expressly stated otherwise in these Terms of Use or in any agreement in writing with us, our liability under or in connection with GANADO Connect, whether arising from negligence, breach of contract or otherwise is only to take such actions as are, in our sole discretion, reasonable to:
- (a) remove, block or erase Document or data posted or made available in error;
 - (b) remove, block or erase Documents or data that are the subject of dispute; or
 - (c) rectify or correct Documents or data containing errors of our making,
- and we exclude all other liability under or in connection with GANADO Connect.
- 10.2. Nothing in clause 10.1 excludes or limits (as applicable) any liability which is unlawful to limit or exclude, as the case may be, under Maltese law.
- 10.3. GANADO Connect may contain hypertext links to third party websites, such links are not an endorsement or recommendation by us of any information, products or services in such websites. Accordingly you use such links entirely at your own risk and we accept no responsibility or liability for the content, use, privacy policies or availability of such websites. We have not verified and are under no obligation to so verify the truth or accuracy of any content of such websites.
- 10.4. We generally virus check all Documents before they are posted by us onto GANADO Connect as part of our office wide I.T. protocols. However, we cannot guarantee that Documents and/or the Content will be at all time free of viruses. We are not liable for any damage or loss caused to any hardware or software due to any viruses, worms, trojans, malicious code, defects or malfunctions in connection with the access or use of GANADO Connect, the Content or any Document. For your own protection, it is recommended that you install and use proper virus-checking software on the equipment used to access GANADO Connect and ensure that this is working at all times. You must not post or provide to us to post to GANADO Connect any Document which you believe may contain a virus or other malicious code or bug and undertake to, before posting or providing to us to post, virus check any such Document.

11. Suspension and/or Termination

- 11.1. We reserve the right to stop, interrupt or refuse any Authorised User access at any time to GANADO Connect for any technical or organisational reason, including, in order to make improvements, carry out maintenance or as a result of substitution of software or service provider relating to any aspect of GANADO Connect. Where such stoppage, interruption or refusal is scheduled, we will take all reasonable precautions to inform Authorised Undertakings in advance including by posting on our website.
- 11.2. Either party may terminate this agreement by notice in writing to the other party. On termination of this agreement, the User shall immediately cease using GANADO Connect and any associated Login Credentials. Clauses 5, 6, 7, 9 and 10 will survive termination of this agreement.

12. Miscellaneous

- 12.1. These Terms of Use and any documents referred to in them constitute the entire agreement and supersede any previous agreement between the parties relating to the Authorised Undertaking's access and use of GANADO Connect.
- 12.2. If a provision of these Terms of Use becomes illegal, invalid or unenforceable in any jurisdiction, that shall neither affect the legality, validity or enforceability of other provisions in that jurisdiction nor the legality, validity or enforceability of that provision in other jurisdictions.

- 12.3. Any notices required under these Terms of Use shall be provided to the other party in writing and in the English language. We may provide notices by posting same on GANADO Connect or the website hosting same. In order to ensure compliance with these Terms of Use, we reserve the right to reasonably require that any Documents provided by you for inclusion on GANADO Connect are accompanied by a certified English translation.
- 12.4. Neither party may assign or transfer a right under this Agreement without the other's prior written consent. This restriction does not apply to an assignment of a right of: (a) Ganado & Associates, Advocates to another entity associated with Ganado & Associates, Advocates; (b) the Authorised Undertaking to another Group Member; or (c) a party to a person to whom that party also transfers all or a substantial part of the assets comprised in its business. Each party shall give notice to the other before assigning a right under this Agreement. Nothing in this clause shall be taken as restricting our right to select, engage and transfer the hosting and/or operation of GANADO Connect to another supplier or service provider.
- 12.5. These Terms of Use are governed by, and shall be construed in accordance with, the laws of Malta and we and you irrevocably submit to the exclusive jurisdiction of the Courts of Malta for the settlement of any disputes in connection with same.

4th February, 2013