

HRneys Terms and Conditions

1. PURPOSE OF THIS DOCUMENT

This document contains the terms on which we provide the use of the HRneys platform (the **Service**) to you.

This document applies only to your use of the Service and does not affect any other relationship you have with us as a law firm or our affiliated fiduciary services businesses (collectively, **Harneys Fiduciary**).

In these terms **we**, **our** or **us** refers to our law firm entity in the British Virgin Islands, Harney Westwood & Riegels LP.

2. THE SERVICE

In consideration for the payment of the relevant fee you may utilise the Service with respect to each relevant entity. You will utilise the Service through the approved online platform.

You will be provided with access to various guidance notes and sample documents, categorised by employment topic. The guidance notes and sample documents can be downloaded for you to read and use (as applicable) for your HR purposes. You are responsible for adequately amending the sample documents to ensure relevant and accurate information is inputted, to suit the particular circumstances of your HR and employee-related matter.

We make no attempt to verify any of the information you provide or to check for inconsistencies with other data or information about the relevant entity which we or Harneys Fiduciary may hold in the course of other instructions from any person or the provision of other services to the relevant entity.

The Service is provided for the benefit of you as our client and the relevant entity with respect to which the Service is used. We accept a duty of care towards you and the relevant entity in relation to the provision of the Service. Any information provided by the Service may only be disclosed to third parties strictly upon a non-reliance basis. We do not accept any duty of care to any third party to whom you choose to disclose the information.

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the Service without notice (see below). We aim to update the Service regularly and may change the content at any time. If the need arises, we may suspend access to the Service, or close it indefinitely. We will not be liable if for any reason the Service is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Service. You are also responsible for ensuring that all persons who access the Service through your internet connection are

aware of these terms, and that they comply with them.

We may need to suspend the provision of the Service from time to time to facilitate routine maintenance of the relevant systems and/or to update or modify the operation of the Service to reflect changes in the law, regulation or official guidance and/or the proper interpretation thereof. We endeavour to keep such interruptions to a minimum whilst still maintaining the integrity of the Service.

3. COMMUNICATION

We will use various forms of electronic communication in the course of taking and acting on instructions from you. Unless you advise us otherwise, we will assume communication by email is acceptable to you. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties.

We use scanning software to reduce the risk of viruses, malware and similar damaging items being transmitted through emails or electronic storage devices. We also expect you to operate such software. However, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by non-receipt, delayed receipt, inadvertent misdirection, interception by third parties, viruses nor for communications which are corrupted or altered after despatch. Nor do we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material.

Any email communications to or from us may be monitored by us for operational or business reasons.

Whilst making every reasonable attempt to secure personal data, we cannot accept responsibility for any unauthorised access or loss of private information that is beyond our control.

Please refer to the provisions of our Privacy Statement (<https://www.harneys.com/privacy-statement/>) for further information on how we collect personal data, how we use it, what rights and choices you have in relation to the personal data we hold and process and how you may contact us.

4. DISCLAIMER

The information provided by the Service is for general information purposes only. It does not constitute professional advice (legal or otherwise) nor should it be used as such. We cannot accept responsibility for any act and/or omission based on the material contained in it.

For further information, please see our Disclaimer.

5. VIRUSES

You must not misuse the Service 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 the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-

service attack or a distributed denial-of service attack.

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 the Service will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service or to your downloading of any material posted on it, or on any website linked to it.

6. LIABILITY CAP AND SCOPE OF LIABILITY

Our maximum aggregate liability to you in respect of the provision of the Service is limited to US\$20,000 or the equivalent value in any other currency. Further:

- (a) we will not be liable for the acts or defaults of any third party, including Harneys Fiduciary or any agents or sub-contractors, and will only accept liability for direct loss suffered by the person instructing us or the relevant entity and, in any event, only to the extent that such loss was reasonably foreseeable as arising from our act or default giving rise to the loss;
- (b) we will not be liable for any punitive, exemplary or multiplicatory damages or similar claims beyond the actual amount of your loss;

- (c) we will not be liable for any consequential loss or loss of profit however arising, whether or not such loss was foreseeable and whether it was suffered by the person by whom we are instructed or any third party;
- (d) the information of the HRneys platform will be accurate at the time it is uploaded; but we do not have any ongoing obligation to advise you in relation to any subsequent changes in the law or your circumstances and will accept no liability for losses arising from changes in the law or in the interpretation of the law which are first published after the date on which the information is uploaded. You acknowledge that any of the material on our site may be out of date at any given time, and we are under no obligation to update such material within a specific timeframe or at all;
- (e) we will not be liable for any losses where those losses are due to inaccurate, incomplete or misleading information provided to us; and
- (f) we shall not be liable for any inability on our part to perform any part of the Service for any cause beyond our reasonable control, including adverse weather conditions affecting our relevant office,

and you agree not to bring such claims against us.

It is a fundamental provision of these terms and conditions that you agree no individual has or will have any personal responsibility to you for the legal services provided by them on

our behalf. This does not limit or exclude any liability of us for the acts or omissions of any of its employees acting under the supervision of the firm or within the scope of their employment with the firm.

7. COMPLIANCE AND CONFLICTS OF INTEREST

We are satisfied that the provision of the Service does not constitute relevant business for the purposes of the anti money laundering compliance checks. Accordingly, it is not necessary for you to provide know-your-client documentation to us in order to use the Service. If applicable laws or regulations change in this regard, we will advise you.

Because the nature of the information provided under the Service is general and rendered upon ready-to-access basis, we do not consider it a conflict of interest for different clients to use the Service even where their interests are opposed, and the Service is not provided on a limited or exclusive basis to any person or group. This does not affect our obligation to maintain the confidentiality of information provided by each and every user in relation to the use of the Service.

Where we are engaged by another law firm in any country in relation to the Service then, unless otherwise indicated, we will act on the basis that law firm is engaging us as agent for their underlying clients. Where we are engaged by an agent on behalf of a principal, these terms will be binding upon both the principal and agent. In all other cases we act for the instructing client as principal and

not as agent for any other party unless otherwise agreed.

Any information provided will be solely for the benefit of our instructing client and the relevant entity. **You agree not to share the information with any other person** except as may be expressly agreed by us or as expressly permitted by these Terms, and we will not be liable to any other person with respect to that information. The content of the Service is to be used internally for your HR purposes and/or with your candidates and employees during the course of the employment relationship only. It is not to be disclosed to anyone else, nor used for your own commercial purposes, nor is it to be relied upon by anyone else for any purpose, nor made publicly accessible without our express consent.

8. BASIS OF CHARGING

Use of the Service is charged on a fixed fee at the agreed rate.

Our charges are net of any bank charges and withholding taxes and you should not assume that we are registered for tax in any country or state from which you may choose to make payment. If you are compelled to make any deductions from payments on account of such charges or taxes, you must gross up the payment so that we receive the amount stated on the face of any invoice which we issue.

Where invoices are issued, invoices will be submitted by email only in PDF format.

We will, unless agreed otherwise, require advance payment for the Service. In any other cases, payment

is due within 14 days of the date of the invoice.

If you wish to dispute any part of an invoice in good faith then you must do so within 30 days of receipt of the invoice after which time the invoice shall be treated for all purposes as agreed. Any notice of dispute must be in writing and must clearly set out the basis of your objection.

9. UNPAID INVOICES

With respect to unpaid invoices for the provision of the Service:

- (a) where any sums are not paid within 45 days of the date of an invoice, interest shall become payable on the invoice from the date on the face of the invoice at an annual rate of 8.5%;
- (b) where any sums are not paid within 90 days of the date of an invoice we reserve the right to impose a late payment charge of US\$175 in relation to administration of the outstanding fees. For any sums not paid within 90 days of the date of the invoice we also reserve the right to rescind and forfeit any discounts or preferential fee arrangements which otherwise applied to the relevant invoice and re-invoice at the full amount which otherwise would have been payable, and you agree to pay such amounts in full; or
- (c) in the event that it becomes necessary to engage collection agents, tracing agents, lawyers or other third parties to secure payment of any invoice which has been outstanding for over 120 days, you will be responsible for the payment of all such charges

on an indemnity basis, which shall be added to the relevant invoice. We may provide any documents relating to you (including documents provided for compliance purposes) to such collection agents to assist with recovery of outstanding amounts. We may also factor or assign debts which relate to invoices which are unpaid after 120 days.

10. CONFIDENTIALITY

All information that you provide to us will be treated as confidential unless you advise us otherwise or the information is already in the public domain. Much of the information you provide to us will also be covered by legal professional privilege, although the rules relating to privilege vary by jurisdiction, and are determined by law.

We will take all commercially reasonable steps to maintain adequate safeguards to protect the confidentiality of any information relayed to us. We will not be liable for any loss of confidentiality caused by the actions of a third party which could not have been prevented by the operation of commercially reasonable safeguards.

Under the laws of various jurisdictions in which we operate we may in certain circumstances be permitted or compelled to disclose confidential information to regulatory or law enforcement authorities. In such cases we will not be liable for any disclosure which we reasonably believe to be in compliance with our legal obligations in such jurisdiction.

At the completion of a matter we will retain relevant documents for at least the minimum periods prescribed

required under applicable law. After the end of those periods we may dispose of the files without further reference to you.

11. INTELLECTUAL PROPERTY RIGHTS

We will retain all copyright in any text, guidance note, template document, presentation, or other material provided on or via the Service or prepared by us during the course of our instructions, unless specifically agreed otherwise.

The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (together, Trademarks) used and displayed on the Service are our registered and unregistered trademarks, service marks and/or intellectual property, or our licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Service is granted to you.

You agree and undertake that you will not (i) reverse engineer or decompile the Service or any part thereof, or attempt to do so; (ii) access, or attempt to access, any areas of the computer system or other information thereon in relation to the Service (except as expressly provided as the use of the Service in the ordinary course through the relevant Link); (iii) use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the pages provided through the Service or the content contained thereon in whole or in part; and (iv) use any device, software or routine to interfere or

attempt to interfere with the proper working of the Service, or (in each case) procure, enable, permit or assist any other person to do any of these things.

You may not without our prior written consent use framing techniques to enclose the online Service or any Trademark, logo or trade name or other proprietary information including the images or information obtained or found on the Service, or the content of any text or the layout/design of any page or any form contained on a page as part of the Service.

12. DATA PROTECTION

We may obtain, use, process and disclose personal data about you in order to carry out our instructions and for other related purposes including updating and enhancing our client records, analysis for management purposes, statutory returns, crime prevention, legal and regulatory compliance, and in any case as further set out and explained in our Privacy Statement (<https://www.harneys.com/privacy-statement/>).

We will comply with all relevant law and in particular, where applicable, with the provisions of the EU General Data Protection Regulation (Regulation 2016/679). Please refer to the provisions of our Privacy Statement for further information on how we collect personal data, how we use it, what rights and choices you have in relation to the personal data we hold and process and how you may contact us.

13. MISCELLANEOUS

These terms and conditions together with any service specific terms shall govern the terms of our relationship in relation to the provision of the Service.

These terms and conditions are our standard terms and conditions of engagement for the provision of the Service, and as such may be amended from time to time by us. However no variation shall affect any accrued rights.

If we merge or amalgamate with another firm any engagement which

we have with you shall not terminate as a result and the successor firm shall continue the engagement.

You may not assign any rights which you may have against us (or any of our partners where applicable) to any other person without our prior written consent.

If any of the provisions of these terms and conditions are found to be unenforceable for any reason in any jurisdiction, the remaining provisions shall not be affected.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

These terms and conditions and your relationship with us with respect to the Service is made under and governed by the laws of the British Virgin Islands.

Any dispute or disagreement between you and us which cannot be resolved amicably shall be resolved exclusively by arbitration in the British Virgin Islands by a sole arbitrator appointed under the BVI IAC Arbitration Rules. The arbitration shall be conducted in Road Town, the seat of the arbitration shall be in the British Virgin Islands, and all of the provisions of Schedule 2 to the Arbitration Act 2013 shall apply.

The preceding paragraph does not limit our ability to claim or take any proceedings against you in any court for unpaid fees or disbursements, and you shall be entitled to ask for a stay on the basis of the provision for arbitration of bona fide disputes.