

# Regulatory and Tax Disclosure Tool Terms and Conditions

## 1. PURPOSE OF THIS DOCUMENT

This document contains the terms on which Harneys provides the use of the Harneys Regulatory and Tax Disclosure Tool (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.

For these purposes the Harneys group means Harney Westwood & Riegels LP, Harney Westwood & Riegels LLP, Harney Westwood & Riegels (Cayman), Harney Westwood & Riegels Singapore LLP, Harney Westwood & Riegels (Hong Kong), Aristodemou Loizides Yiolitis LLC (practising as Harneys), Aristodemou Loizides Yiolitis LLC Shanghai Representative Office (Cyprus), Harney Westwood & Riegels SARL and HWR (Bermuda) Limited (each individually referred to in these terms as **Harneys**, or as **we** or **us**).

## 2. THE SERVICE

You may utilise the Service with respect to each recipient of a notice to disclose information. You will utilise the Service through the approved online platform.

You will be required to supply relevant information to be submitted in relation to each recipient of a notice to disclose information through the Service. Because of the nature of the Service, it is extremely important that you provide responses carefully and accurately. If you are unable to provide answers to any question within the Service because the available responses do not reflect your situation, you should contact us to resolve the issue rather than proceeding.

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

The Service is provided for the benefit of you and the recipient of a notice to disclose information with respect to which the Service is used. However, our provision and your use of the Service does not constitute you engaging us. This means that neither you nor the recipient of a notice to disclose information are our client, we do not accept a duty of care towards you and the recipient of a notice to disclose information, and we do not owe you or

the recipient of a notice to disclose information the professional obligations that arise from such an engagement. Any outcomes generated from 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 such outcomes.

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.

**Your use of the Service does not constitute engaging us as a law firm. Therefore, legal advice or attorney client privilege will not attach to the outcomes generated by the Service (including the printed or PDF generated summary).**

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. LIABILITY CAP AND SCOPE OF LIABILITY

To the fullest extent permitted by law, we do not accept any liability, however arising, to you or the recipient of a notice to disclose information in respect of the provision of the Service, and you agree not to bring any claims against us arising out of or in connection with our provision or your use of the Service or the outcomes generated by the Service.

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 behalf of Harneys. This does not limit or exclude any liability of Harneys 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.

#### 5. 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 (KYC) documentation to us in order to use the Service. KYC documentation will be needed only if the user wishes to engage us for advice after using the Service. If applicable laws or regulations change in this regard, we will advise you.

Because the nature of the outcome generated under the Service is general and rendered on an automated basis, we do not consider it a conflict of interest for different clients of Harneys 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.

#### 6. 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.

#### 7. INTELLECTUAL PROPERTY RIGHTS

We will retain all copyright in any document 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 registered and unregistered trademarks, service marks and/or intellectual property of Harneys or its 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 the prior written consent of Harneys 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 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.

#### 8. 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 and statutory returns, crime prevention and 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 data protection provisions as applicable in our jurisdictions and in particular, 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.

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

If Harneys merges or amalgamates 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 Harneys or any of its partners 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.

## 10. APPLICABLE LAW AND DISPUTE RESOLUTION

These terms and conditions and your relationship with Harneys with respect to the Service is made under and governed by BVI law.

Any dispute or disagreement between you and Harneys 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 Harneys' ability to claim or take any proceedings against you in any court for unpaid fees or disbursements (if applicable), and you shall

be entitled to ask for a stay on the basis of the provision for arbitration of bona fide disputes.