

Hyperlaw End User Agreement

IMPORTANT - READ CAREFULLY: This end-user agreement (“**Agreement**”) is a legally binding agreement between you and Legal Ready Limited covering your use of the software system known as the Hyperlaw (“**Service**”) which we make available to subscribers via the Internet. We will refer to ourselves in this Agreement as “**we**” or “**us**”.

You must read this Agreement carefully before accessing or using the Service.

This Agreement applies if you are accessing the Service via our website at <http://www.hyperlaw.co.uk/>.

Your use of the Service is conditional on your acceptance of the terms set forth in this Agreement. By using or continuing to use the Service, you agree to be bound by this Agreement.

Effective From 1 April 2026

1 OVERVIEW

- (a) We will provide the Service to you in accordance with this Agreement.
- (b) This Agreement operate as a framework agreement which defines the contractual terms and conditions under which we will supply the Service to you.
- (c) The Service is provided on a subscription or a pay-per-use basis.
- (d) The Service assists solicitors, barristers, lawyers, clerks and paralegals to build, review and share legal cases files.
- (e) This Agreement includes these standard terms and the Order Email.
- (f) In the event of a conflict between the terms and conditions in this document and the Order Email, the Order Email takes precedence over these terms and conditions.

2 COMMENCEMENT AND DURATION

- (a) This Agreement commences on the Commencement Date and continues through the Initial Term.
- (b) The Initial Term will be extended in accordance with the provisions set out in clause 7.

3 USER SUBSCRIPTIONS

3.1 Subscriptions

- (a) We will provide access to the Service to you and allow you to use the Service if you purchase Subscriptions from us in accordance with the Order Email.
- (b) You may use the Service and the Documentation during the Term solely for your internal business operations within the United Kingdom, unless otherwise agreed by us in writing.
- (c) Only Authorised Users can use the Service.
- (d) An Authorised User is a Fee Earners Subscriber or the Administrator Subscriber, who is within the number of Authorised Users set out in the Order Email.
- (e) You will ensure that the maximum number of Authorised Users that you allow to access and use the Service and the Documentation will not exceed the number of User Subscriptions that you have purchased.
- (f) Authorised Users must have an account to access and use the Service.
- (g) Accounts must not be shared by or between users.

- (h) You will not allow any of your User Subscriptions to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User will no longer have any right to access or user the Service or Documentation.
- (i) You must ensure that Administrator Subscribers do not perform fee earning tasks using the Service.
- (j) You must ensure that all Authorised Users comply with the provisions of this Agreement, and you are responsible for the conduct of such Authorised Users in respect of their use of the Service and compliance with this Agreement.
- (k) You will ensure that only your Authorised Users, and not third parties, are authorised by you to use the Service.
- (l) You must not create accounts for use by third parties, that is, people who are not associated with you. A third party must create their own account and separately agree to the terms in this Agreement. You will ensure that each person who uses the Service from your organisation has an account in their name.

3.2 Usernames and Passwords

- (a) To use all features of the Service, each Authorised User must create an account with us, including selecting a unique username and password.
- (b) Each of your Authorised Users are fully responsible for maintaining the confidentiality of their username and password combination.
- (c) You are fully responsible for all activities that are conducted through or under any of your Authorised User accounts.
- (d) You (and each Authorised User) must not under any circumstances share a password for the Service with any other person.
- (e) You (and each Authorised User) must not transfer, sell, rent, lend or otherwise dispose of a username / password combination for the Service (or attempt to do any of the foregoing).
- (f) You (and each Authorised User) must inform us immediately if you (or the Authorised User) suspect or become aware of a breach of security relating to your or an Authorised User account. The person impacted must promptly change the Authorised User's password.
- (g) You must maintain a written, up to date list of current Authorised Users and provide such list to Legal Ready within 5 Business Days of our written request.

4 THE SERVICE

4.1 Use of the Service

- (a) We will, during the Term, make the Service and Documentation available to you and your Authorised Users on and subject to the terms of this Agreement.
- (b) The Service can be accessed via the website located at <http://www.hyperlaw.co.uk/>.
- (c) To use the Service, you must have a computer or mobile device with an up-to-date operating system and web browser, and a fast internet connection.
- (d) You are responsible for all third-party costs associated with accessing the Service, including for example the fees charged by internet service providers or telecommunications carriers.
- (e) We will, as part of the Service and at no additional cost to you, provide you with our standard customer support services during Normal Business Hours in accordance with clause x (which we may amend in our and absolute discretion from time to time). You may purchase enhanced support services separately at our then current rates.

- (f) We will provide the Service in a professional manner with due care and skill and in accordance with good industry practice.
- (g) The parties will always act reasonably and in good faith when dealing with each other.
- (h) If we attend your premises, we will comply with your relevant policies and directions known or made known to us.
- (i) Additional services may be provided under this Agreement, subject to additional Fees, where the parties agree to and sign a written addendum that specifies the additional services and states that those additional services are being provided pursuant to this Agreement.

4.2 Appropriate Use of the Service

- (a) You (and each Authorised User) must use the Service in a responsible and reasonable manner. You (and each User in your organisation) must not use the Service in a way that is against the Law or that harms us or our partners, affiliates, customers or suppliers.
- (b) Without limiting the foregoing, you (and each User in your organisation) must not:
 - (i) Attempt to gain access to, alter or disrupt any account, software, hardware (including, without limitation, the Service) or network relating to the Service without authorisation;
 - (ii) Access, store, distribute or transmit any viruses using the Service;
 - (iii) Use the Service in a manner that is unlawful or that facilitates illegal activity;
 - (iv) Use the Service to document, reproduce, share or store pornographic or adult material, other than for the purpose of litigation or the provision of legal advice;
 - (v) Use the Service to document, reproduce, share or store defamatory material, other than for the purpose of litigation or the provision of legal advice;
 - (vi) Use the Service to document, reproduce, share or store illegal material, other than for the purpose of a litigation or the provision of legal advice;
 - (vii) Use the Service to document, reproduce, share or store material that is discriminatory, promotes unlawful violence, other than for the purpose of a litigation or the provision of legal advice;
 - (viii) Use automatic scripts or programs (including web crawlers) to access or attempt to gain access to the Service;
 - (ix) Attempt to access the Service other than through our designated website or as otherwise permitted by us;
 - (x) Remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Service;
 - (xi) Reverse engineer, decompile or disassemble the Service, or otherwise attempt to derive the source code or trade secrets of the Service except as, and then only to the extent, expressly permitted by applicable Law;
 - (xii) Conduct penetration or other security testing on the Service, without our prior written permission;
 - (xiii) Create any derivative works or adaptations of the Service;
 - (xiv) Rent, lease, lend-for-profit or provide commercial hosting of the Service, or otherwise provide or make available the Service to any other person for their use;
 - (xv) Resell the Service to any person;
 - (xvi) Create a white label system using the Service;

- (xvii) Frame any website provided via the Service;
 - (xviii) Use the Service other than as expressly permitted by this Agreement, or in any manner that we reasonably determine to be inappropriate or excessive; or
 - (xix) Assist any third party do any of the foregoing.
- (c) We reserve the right, without liability or limitation to our other rights, to disable your access to any material that breaches this Agreement.
 - (d) If you do not have an Internet connection, you will not be able to access the Service. If you have a slow Internet connection, you may experience less than optimal performance of the Service.
 - (e) The rights to use the Service under this Agreement are for you only, and this Agreement does not allow any subsidiary or hold company of you to use the Service.

4.3 Purpose

- (a) You have (and each Authorised User has) no right to use the Service for any purpose other than as specified in this Agreement.
- (b) The rights granted in this Agreement are your only rights in relation to the Service.

4.4 Responsible Use of the Service

- (a) You shall, and ensure that the Authorised Users shall, effect and maintain adequate security measures to safeguard the Service against access to or use by unauthorised persons .
- (b) To the extent permissible by law, we shall not be liable for any loss or damage that may occur or that you or any Authorised User may incur because of any misuse the Service.
- (c) You must only use the Service in line with the Fair Usage Policy which forms part of this Agreement. That Fair Usage Policy is set forth as follows: –
 - (i) Each paid for subscription user shall have a Fair Use processed page limit of up to 10,000 OCR processed pages in any one-month period, together with a Fair Use storage limit of 20GB.
 - (ii) The Fair Usage Policy shall therefore be a simple computation of the number of paid subscriptions multiplied by 10,000 processed pages per month, and the number of paid subscriptions multiplied by the 20GB storage limit.
 - (iii) The Fair Usage Policy test will be applied continuously throughout the duration of the subscription period.
 - (iv) Prevailing charge rates for exceeding the Fair Usage Limits are published on the Legal Ready website.

4.5 Updates

- (a) We may change, modify or remove some or all of the features of the Service at any time and at our sole discretion. If we remove a significant feature of the Service or make a change to a feature so that functionality is reduced in a material way, you may terminate this Agreement on 10 Business Days written notice to us that cites this clause.
- (b) We may make available enhancements or updates to the Service but are under no obligation to do so.
- (c) Where we choose to make available to you any patches, updates, add-ons or hot fixes to the Service, this Agreement also applies to these changes unless they are accompanied by separate terms agreed to by you.

4.6 Availability and Planned Maintenance

- (a) We will use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for maintenance, which will be carried out wherever possible outside of Normal Business Hours.
- (b) We periodically conduct planned maintenance in respect of the Service. During a planned maintenance period, the Service may be unavailable, or some features may not work as expected. We will endeavour to give you at least one weeks' notice of any planned maintenance.
- (c) We schedule planned maintenance outside Normal Business Hours if reasonably practicable.
- (d) We have the right to interrupt the Service from time to time, as and when we deem appropriate, to perform planned maintenance relating to the Service and to perform emergency maintenance.

5 CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

- (a) You will
 - (i) provide all such assistance and access to your sites and the Customer Operating Environment as is reasonably necessary to allow us to perform our obligations under the Agreement;
 - (ii) ensure that we can liaise directly with the Authorised Users, as is reasonably necessary, to perform our obligations under the Agreement;
 - (iii) make available a nominated member of staff to attend training sessions in relation to the Services and feed the output of such training sessions through to the Authorised Users or otherwise arrange for the Authorised Users to attend such training sessions;
 - (iv) provide us with a list of your sites where the Services will be used and facilitate access to those sites;
 - (v) obtain and maintain all necessary license, consents and permissions necessary for us, our contractors and agents to perform the obligations under the Agreement;
 - (vi) ensure that your network and systems comply with the relevant specifications provided by us from time to time including but not limited to any hardware specification;
 - (vii) be solely responsible for procuring and maintaining its network connections and the Customer Operating Environment and telecommunications links from its systems to the Service and all problems conditions, delays, delivery failures and all other loss or damage resulting from or relating to your (or any Authorised User's) network connections or telecommunication links or caused by the internet.
- (b) You acknowledge that:
 - (i) the Service has not been created to satisfy you individual requirements, and it is your responsibility to ensure that the Service and Documentation meet your requirements;
 - (ii) we do not warrant that the Service will be suitable for your requirements;
 - (iii) software in general is not error free and that the existence of minor errors shall not by themselves constitute a breach of the Agreement and that we shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet;
 - (iv) the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

- (v) you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and the search criteria used by the Authorised Users in their use of the Service;
 - (vi) we shall not be responsible for outputs or the quality of data provided from 3rd party systems that present within the solution's search results and for conclusions drawn, and actions taken, from such use by you; and
 - (vii) we may provide fixes for Service from time to time.
- (c) At our written request, which shall not be more frequently than bi-annually, you will furnish or procure that the Authorised Users furnish us with a signed statement verifying that the Services and the Documentation are being used in accordance with the provisions of the Agreement. You agree to grant use access, upon reasonable prior notice and during Normal Business Hours, to your premises to audit the use of the Service.

5.2 Customer Data

- (a) We do not own any Customer Data that is uploaded to the Service by you or by Authorised Users.
- (b) We are not responsible or liable for any Customer Data that is uploaded to the Service, whether by you, your Users or by other Users.
- (c) Specifically, we do not warrant or represent that any Customer Data:
 - (i) Is true and correct, and not misleading or deceptive;
 - (ii) Does not infringe any third party's intellectual property rights or other proprietary rights;
 - (iii) Does not breach any Law; or
 - (iv) Is not offensive, defamatory or otherwise inappropriate.
- (d) If you believe any Customer Data located in the Service infringes your or a client's rights or is otherwise unlawful, please immediately contact us.
- (e) You should ensure that you have a copy and a backup of any Customer Data that you or an Authorised User uploads to the Service.
- (f) In the event of any loss or damage to Customer Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us in accordance with our archiving procedures.
- (g) We are not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).

6 INTELLECTUAL PROPERTY

- (a) The Service is our intellectual property.
- (b) Copyright and other intellectual property laws protect the Service.
- (c) We do not own the Customer Data that you or any Authorised Users upload to the Service, and all such intellectual property rights remain vested in you or the owner of such intellectual property rights.
- (d) We will not knowingly or intentionally infringe any Intellectual Property Rights when providing the Service.
- (e) You warrant that you own or have the right to upload the Customer Data that you (and your Authorised Users) upload to the Service.

- (f) You are responsible for ensuring that you and each of your Authorised Users do not, in using the Service, infringe or violate any other person's Intellectual Property Rights, misappropriate confidential information, or breach any Laws including Privacy Laws.
- (g) You grant us a limited, non-exclusive, perpetual, revocable, royalty-free and non-transferable licence to use the Intellectual Property Rights in any Customer Data you (or your Authorised Users) upload or provide to us to the extent necessary for us to perform operate the Service or to otherwise exercise our rights or to comply with our obligations under this Agreement or any other agreement we have with you. We may sub-license this license to third party service providers who assist us in providing the Service.
- (h) You hereby represent to us that you are using the Service for the purposes of a judicial or other legal proceeding or for the purpose of the giving or receiving of professional advice by a legal practitioner.
- (i) From time to time, you may send us suggestions, materials, information, ideas or concepts relating to the Service ("Ideas"). You hereby grant us a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) to use such Ideas as we see fit, without payment of a fee. Without limiting the foregoing, no Idea will be subject to any confidentiality obligation.
- (j) You have no right to use our trademarks or brands unless explicitly provided for in a separate trademark licence agreement or as set out in this clause.
- (k) We may inform people that you are a user of the Service. We may include you or your firm/organisation in an online directory of firms, organisations and barristers that interact using the Service. You can revoke our right to do so by giving us 7 Business Days' notice referring to this clause.
- (l) This Agreement does not grant your any rights to, or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Documentation.

7 FEES

- (a) You must pay the Fees as detailed in the Order Summary in accordance with this clause, subject to any other payment terms detailed in the Order Email.
- (b) For Prepaid Annual Subscriptions, Fees are payable in advance of activation.
- (c) For Pay Monthly Annual Subscriptions, fees will be collected via Direct Debit on the allocated date for each calendar month and will reoccur for a minimum of 12 monthly instalments (as set of in the Order Email).
- (d) Upon expiry of the Initial Term or any subsequent renewal thereof, the Subscription will renew automatically unless otherwise terminated in accordance with the provisions of this Agreement. We will notify you 30 days and 14 days prior to contractually automatically renewing the User Subscription in accordance with the original Order Email. Unless otherwise agreed by the parties in writing prior to any Renewal Term, each renewal shall be on the same terms and conditions provided herein.
- (e) You must pay us supplementary charges:
 - (i) when we respond to a fault report or request for assistance and no problem is found to exist (after proper investigation) or the problem reported is one not covered by the Support Services; or
 - (ii) when performance of our obligations is made significantly more difficult or made more costly by failure of you or any Authorised User to comply with its obligations.

- (f) Fees in respect of any Additional Services or other works performed by us (which are not performed under an agreed fee in the Order Email) shall be agreed in advance and chargeable by Legal Ready at its time (on a pro-rata basis for each part day) and material rates in force from time to time.
- (g) All amounts due under the Agreement from us to you are due and payable as set out in the Order Email, or if not specified, within 30 days of the date of the relevant invoice.
- (h) If we have not received payment of sums due to it by you within 5 Business Days of the due date, and without prejudice to any other rights and remedies we may have, and without liability to you, at our sole option, we may terminate the Agreement with immediate effect or disable your access to all or part of the Services. We are under no obligation to provide any or all the Service while such payment, interest, and any administrative and/or legal costs of collecting the payment, remain unpaid.
- (i) If 5 Business Days before the contracted Renewal Term we have not received payment for the renewal subscription, then you will have up to and including the end of the current Renewal Term to extract and/or repatriate all your data and working documents to another system, an external device or an external repository. This will be the sole responsibility of you. In addition to normal renewal notifications from us, there will be no further prompting by us to extract your data or working documents from the Service.
- (j) If beyond the Renewal Term you have failed to pay the renewal subscription, then we will be under no obligation to continue to store and manage such data without appropriate fees being paid by you. Such fees will be known as a termination payment.
- (k) At our sole discretion, we will either leave such accounts and data in the Microsoft Azure Cloud or extract them to an external data source. In any event, we will be entitled to charge you £2000 per subscription for the management and extraction of such data together with the direct costs of any media used to repatriate the said data back to you.
- (l) No data will be repatriated without cleared receipt of the termination payment first.
- (m) We will increase the User Subscription price annually at the point of the Renewal Term by a minimum of the percentage increase in the UK Retail Price Index (RPI), as published by the Office for National Statistics (ONS). This base price increase will take effect from the first day of the renewal and the RPI percentage will be set as at that calendar point in time and based on the RPI % rate given on the ONS website.
- (n) Should we be subject to any unforeseen third-party price increases which are beyond our reasonable control, then we reserve the right to pass on these increases and vary the Subscription price accordingly. Any such increase will only be applied to any renewal period beyond the Initial Term and will be advised in writing.
- (o) If any sum payable under the Agreement is not paid when due then, without prejudice to Legal Ready's other rights under the Agreement, that sum shall bear interest from the due date until payment is made in full both before and after any judgment, at 5 per cent per annum over Barclay's Bank plc base rate from time to time. Nothing in the Agreement shall prevent Legal Ready from claiming interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7.2 VAT

- (a) All amounts payable under this Agreement are exclusive of Value Added Tax ("VAT"), which will be added to any invoice at the prevailing rate where applicable.
- (b) If you are liable to account for VAT under the reverse charge mechanism, you must notify us in writing of your VAT registration number and confirm that the supply is for business purposes. You must account for the VAT due under the reverse charge mechanism and provide us with a valid VAT invoice showing your VAT registration number and the amount of VAT accounted for.

(c) If you are required by law to deduct or withhold any taxes from any payment due to us under this Agreement (other than VAT which is dealt with separately above), you must: (i) deduct or withhold such taxes; (ii) pay such taxes to the relevant tax authority; and (iii) provide us with evidence of such payment satisfactory to us. The amount payable to us under the relevant invoice shall be increased by an amount equal to the deduction or withholding.

(d) We will provide you with a valid VAT invoice in respect of any VAT charged.

7.3 Audit

(a) We may conduct an audit of your use and compliance with this Agreement upon reasonable notice to you (being no less than 15 Business Days' notice). You must cooperate with the person conducting the audit and promptly provide all documents and information reasonably requested. If the audit determines that you have not paid the correct Fees or are otherwise in breach of this Agreement (for example, by sharing accounts), without limiting our other rights, you agree to pay us for all past unlicensed or improper usage at the then current non-discounted fee schedule. This clause survives termination of this Agreement.

8 SUPPORT SERVICES

(a) We will provide the Support Services in accordance with this clause and as further detailed in any Order Email.

(b) We will use its reasonable endeavours to:

- (i) provide first-line support personnel to take calls during the service hours who shall verify the initial priority set at the support desk via discussion between service delivery personnel and you, allocate calls with an initial priority via discussion between the support desk and you and offer an initial assessment of the time it shall take to resolve;
- (ii) provide an answer-phone service to record calls outside Normal Business Hours, which shall be actioned during Normal Business Hours;
- (iii) ensure that a call remains open until a satisfactory resolution has been reached in agreement with you. (If you are unavailable and two attempts have been made to contact the caller, service delivery staff shall close the call. If this is the case a message shall be left with your office and an e-mail sent. Should the resolution prove unsatisfactory, the original call can be re-opened without the need to raise a new call with the support desk);
- (iv) notify you of any problem or issue that may significantly impact your business and, where applicable, update the Service as soon as practicable;
- (v) provide follow-up communication providing detail of resolution to the problem/issue identified above; and
- (vi) provide second-line staff for the resolution and fixing of software problems.

(c) You acknowledge that:

- (i) you are responsible for any loss or corruption of data or malfunction of the live system, caused by any your own staff or other contract third parties, and that the rectification of such loss or corruption falls outside all normal support arrangements with us;
- (ii) you shall ensure that new members of staff receive appropriate and relevant training prior to using the Service and are made aware of any available electronic and hard copy documentation and help files;
- (iii) fees for Support Services are for a reasonable level of support assistance, and if we believe, acting reasonably, that Support Services are being used excessively, for example as a replacement for training, we reserve the right to charge for such Support Services on an hourly basis at our then current rates in force.

- (d) The following are excluded from the scope of the Support Services:
- (i) meetings requested by you relating to projects work may be chargeable in addition to Support Services (e.g. where general technical advice or consultancy is required but it is unrelated to core Service functionality or any links with it);
 - (ii) out of hours and weekend work;
 - (iii) where a problem or fault is caused directly or indirectly by a fault or malfunction (in our reasonable opinion) in the Customer Operating Environment; and
 - (iv) support which is required where you or the Authorised User has not implemented our recommendations in respect of solutions to faults previously notified to you.

9 CONFIDENTIALITY

- (a) We are not in a fiduciary relationship with you.
- (b) Each party agrees to keep strictly confidential, and not to disclose, the Confidential Information of the other party.
- (c) Each party agrees to use the Confidential Information of the other party solely to carry out its obligations or receive the benefits of this Agreement.
- (d) Notwithstanding the foregoing, a party may disclose Confidential Information of the other party:
- (i) to its legal advisors, accountants, auditors on a confidential need-to-know basis;
 - (ii) to its partners and employees and its Related Bodies Corporate on a confidential need-to-know basis;
 - (iii) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement; or
 - (iv) to the extent required by Law or pursuant to a binding order of a government agency or court.

10 PRIVACY AND SECURITY

- (a) We hold any personal information that you provide to us in accordance with our privacy policy, the current version of which is located on our website at www.litigationready.co.uk/privacy-policy.
- (b) You acknowledge and agree to be bound by the terms of our privacy policy.
- (c) We may amend our privacy policy from time to time. We will notify you of any material amendments to our privacy policy by email, or by posting on our website, or as a notice to Users when using the Service.
- (d) You control the Customer Data uploaded to the Service. We do not collect or use Personal Information that is contained in Customer Data that you upload to the Service.
- (e) We collect and use Personal Information from and about you and other Users. This allows us, for example, to open and administer user accounts, calculate bills and to provide and improve the Service.
- (f) You must not do anything that puts us in breach of any Privacy Law or our published privacy policy.
- (g) You must comply with all our reasonable directions regarding privacy.
- (h) You must obtain all necessary consents, and provide all necessary collection notices, relevant to the Service, including those required by the Privacy Laws in relation to the collection, use, disclosure and storage of Personal Information of any individual whose Personal Information may be provided to us, directly or indirectly, as contemplated by this Agreement.

- (i) Where we or any of our sub-contractors, as part of the fulfilment of their obligations under the Agreement, processes personal data on your behalf, the parties record their intention that you shall be the data controller, and we shall be a data processor, and that the personal data may be transferred or stored outside the EEA or the country where you and the Authorised Users are located in order to carry out the Service and our other obligations under this Agreement.
- (j) You must ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf.
- (k) You must ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- (l) Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- (m) Subject to the foregoing, we comply with all applicable Privacy Laws.

11 FORCE MAJEURE

- (a) Subject to the requirement to give notice under this clause, if the performance by any party (**Affected Party**) of all or any of its obligations under this Agreement is prevented or delayed (in whole or in part) due to any Force Majeure Event, this Agreement will continue and remain in effect but the Affected Party will not be in breach of this Agreement for that reason only, and the Affected Party will be granted a reasonable extension of time to complete performance of its affected obligations.
- (b) The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.

12 SUSPENSION

- (a) If we reasonably suspect that you (or one of your Authorised Users) has breached any term of this Agreement, we have the right to (without limitation) to:
 - (i) Remove some or all of your Customer Data from the Service;
 - (ii) Suspend your ability to upload or share Customer Data via the Service;
 - (iii) Suspend your access to the Service; and
 - (iv) Terminate your access to the Service.
- (b) We reserve the right to take any such action without prior notice. However, where practical, we will contact you prior to any such suspension or termination to try to resolve the issue without the need for such suspension or termination. Any of your Customer Data removed from the Service will be returned to you unless otherwise agreed or prohibited by Law.
- (c) If the Customer Operating Environment is compromised, we may suspend your access to the Services. You must address the vulnerability and demonstrate to our reasonable satisfaction that such vulnerability has appropriately addressed and/or fixed prior resumption of your access to the Service. A reconnection fee may be payable at our discretion.
- (d) If, pursuant to this clause, your access to the Service is suspended or terminated or if your Customer Data is removed from the Service, you will not be entitled to damages, or any refund or reimbursement of Fees or other amounts previously paid by or charged to you.

13 TERMINATION

- (a) Either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if:
 - (i) the other party experiences an Insolvency Event; or
 - (ii) the other party breaches any material provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 20 Business Days after receiving written notice from the terminating party requiring it to do so.
- (b) You may terminate this Agreement on 90 days' written notice for any reason and without cause. However, as set out above, you must pay out any the balance of the subscription period and you will not be entitled to any refund or reimbursement of Fees or other amounts previously paid by or charged to you in such circumstances.
- (c) We may terminate this Agreement immediately by written notice to you in the event of:
 - (i) a change in Law that materially or permanently prevents us from providing the Service; or
 - (ii) you wilfully attempt to damage the Service.
- (d) Upon termination of this Agreement, your right to access the Service ceases.
- (e) The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- (f) The clauses in the Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- (g) Upon termination of the Agreement howsoever arising:
 - (i) for Pay Monthly Subscribers, if you cancel your Direct Debit prior to your last contracted monthly payment as per your Order Summary, you will receive an invoice for the outstanding balance equating to the full 12 months subscription price less any monthly payments made up to the date of termination;
 - (ii) all sums payable to us by you shall become immediately due and payable; and
 - (iii) you must promptly return to us or destroy all copies of the Documentation in your possession or control and shall procure that the Authorised Users do the same and shall confirm the same in writing to us within 7 days of termination.

14 WARRANTIES, INDEMNITY AND LIMITATIONS

14.1 Warranties

- (a) Each party warrants that it:
 - (i) has the authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly executed and is a legal, valid and binding Agreement; and
 - (ii) will comply at all times with applicable Laws.
- (b) We warrant and represent that the Services (including without limit the Support Services) will be provided with reasonable skill and care.
- (c) We do not warrant that the Service shall be free from all known viruses, but we will use commercially reasonable efforts to check for the most commonly known viruses prior to delivery.
- (d) You warrant and represent that:

- (i) If you are using the Service (including uploading Customer Data) on behalf of another person (such as a client or another law firm), you have and continue to hold the necessary permission to act on behalf of that person;
- (ii) You will use the Service in accordance with this Agreement;
- (iii) You will not use the Service or any information or Customer Data that you obtain during use of the Service for any improper or unlawful purpose; and
- (iv) You will not infringe any person's Intellectual Property Rights while using the Service.

14.2 Indemnity

- (a) You hereby defend, hold harmless and indemnify us and our Related Bodies Corporate and Personnel (the Indemnified Parties) from and against any Loss suffered or incurred by the Indemnified Parties arising out of or in connection with any material breach by you or any of your Authorised Users of any provision of this Agreement including any warranty in this Agreement, or that the Indemnified Parties may suffer or incur arising out of or relating to your or one of your User's misuse of the Service, or in respect of any claim made or legal or regulatory action brought against the Indemnified Parties arising out of or relating to your or one of your Authorised User's use of the Service including conduct that is a misuse of the Service or breach of this Agreement, or in respect of the unauthorised use of the Service by any third party because of your breach of the Agreement or any other negligent or wrongful act by your or an Authorised User.

14.3 Limitations

- (a) Without limiting any other term of this Agreement, we are not responsible for:
 - (i) Third party Internet, hardware, operating system, third party software, network or other computer-related failures, malfunctions or errors;
 - (ii) Any disruptions, damages, losses, failures or errors that are caused by events or occurrences that are beyond our control; or
 - (iii) Losses or errors caused by your or a Authorised User's incorrect use of the Service.
- (b) Subject to Law and to the express provisions of this Agreement, we provide the Service strictly on an "as-is" and "as available" basis, and to the maximum extent permitted by law, we exclude all warranties, terms, conditions or undertakings whether express or implied, statutory or otherwise, that the Service will be:
 - (i) Available at any particular time;
 - (ii) Secure or error-free;
 - (iii) Fit for any particular purpose; or
 - (iv) Will meet any standard or specification.
- (c) To the fullest extent permitted by applicable law, our total cumulative liability to you in connection with this Agreement, whether in contract or tort (including negligence) or breach of statutory duty or otherwise, will not exceed the Fees paid or payable to us under this Agreement in the preceding 12 month period.
- (d) We have no liability to any of your clients (unless the client has a separate agreement with us) and you must fully indemnify us if your client brings a claim against us arising out of or relating to the Service provided to you under this Agreement including your use or your client's use of the Service.
- (e) Notwithstanding any other clause of this Agreement, to the extent permitted by law, we exclude all liability, including in tort (including negligence), contract and otherwise, for any loss of or damage to

data or Customer Data, loss of profits, loss of revenue, loss of privacy, damage to reputation and goodwill, and loss of business, and any consequential, indirect or special loss or damage.

- (f) Our liability under this Agreement will be reduced proportionally to the extent to which any loss was caused or contributed to by any negligence or other wrongful act or omission of you or your Users.
- (g) Notwithstanding the foregoing, we do not exclude its liability (if any) to you:
 - (i) for personal injury or death resulting from our negligence;
 - (ii) for any matter to the extent for which it would be illegal for us to exclude or to attempt to exclude its liability; or
 - (iii) for fraud or fraudulent misrepresentation.

15 ASSIGNMENT

- (a) Either party may assign this Agreement on written notice to the other party in conjunction with the sale of all or substantially all of either party's business or assets or in conjunction with a restructure or reorganisation of either party. All other assignments or novations of this Agreement must be with the consent of the other party.
- (b) You are not an agent or employee of us. We are not an agent or employee of you.
- (c) Nothing contained or implied in this Agreement means that you or a User is a partner, agent or legal representative of us for any purpose, or creates any partnership, agency or trust. You have no authority to bind us in any way. Any relationship we have with you is as a service provider.

16 SURVIVAL

- (a) Without limiting any other provision of this agreement, clauses 6, 7.3, 9, 14, 18 and 19, and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiry of this Agreement for any reason.

17 NO UPTIME GUARANTEE

- (a) We do not guarantee 24 hours uptime of the Service.

18 NOTICES

- (a) Any notice, demand, consent or other communication (a Notice) given or made under this Agreement:
 - (i) must be in writing and signed by the sender or a person duly authorised by the sender;
 - (ii) must be addressed and delivered to the intended recipient by prepaid post or by hand or email to the address or email address of the representative of the party as specified by you when you on the Order Email or for us as set out at the end of this Agreement, or as last notified by the intended recipient to the sender; and
 - (iii) will be conclusively taken to be duly given or made when delivered, received or left at the above email address, or address.
- (b) If delivery or receipt occurs on a day that is not a Business Day or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next Business Day.

- (c) Notices must not be given by fax.

19 DISPUTE RESOLUTION

- (a) If any dispute arises in relation to the Service or this Agreement, you agree to:
 - First contact us to discuss.

- If we are unable to resolve the matter within 10 Business Days of being notified, we will arrange a time for one of our senior representatives to contact you (or your senior representative) at a convenient time to discuss.
 - If we are unable to resolve the dispute between our senior representatives, then clause 15(b) applies.
- (b) If the parties are unable to resolve the dispute within 20 Business Days following referral to the senior representatives of the relevant parties, then any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of England and Wales.
- (c) Nothing in this clause prevents a party from seeking urgent injunctive relief before an appropriate court.

20 OTHER AGREEMENTS AND AMENDMENTS

- (a) We may also have other agreements with you which apply in addition to this Agreement.
- (b) To the extent that there is any inconsistency between this Agreement and another agreement between you and us, this Agreement will prevail in relation to the Service unless the other agreement expressly states otherwise.
- (c) We may amend this Agreement such that the amendment takes effect only upon your decision to renew or not cancel your subscription.
- (d) We will notify you of any such amendments by e-mail or online posting or when you next use the Service.
- (e) We will notify you or publish such amendments on our website at least 20 Business Days before the amendment is to come into force.
- (f) An amendment will take effect at the start of the next subscription period which is at least 20 Business Days after notice given pursuant to clause 20(d). You agree to accept the amendment by renewing or not cancelling your subscription. If you do not agree with an amendment, you may reject the amendment by cancelling your subscription at the end of the current subscription period or not renewing your subscription.

21 GENERAL

- (a) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement.
- (b) This Agreement contains the entire agreement between the parties with respect to its subject matter.
- (c) Each party will be fully responsible to the other party for any Loss suffered arising from or in connection with the acts or omissions of its partners, sub-contractors, contractors, assigns and all their employees, as if they were the acts and omissions of the relevant party.
- (d) No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (e) The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

- (f) You agree not to subpoena us or require us to provide discovery or seek a court order against us to provide information or documents relating to any Customer Data, any use of the Service or any log files or similar relating to the Service.
- (g) If we are required to give evidence, provide discovery or respond to a subpoena or court order regarding your Customer Data or your use of Service, or regarding the Service in a dispute involving you or your client, we may charge you hourly fees at GBP500 per hour for doing so.
- (h) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (i) You have the right to negotiate this Agreement with us, and some people do so. Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (j) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- (k) This Agreement is governed by and construed in accordance with the internal laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of England and Wales. Subject to clause 19, any legal suit, action or proceeding arising out of this Agreement or the licenses granted hereunder shall be instituted in the courts of England and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail or email to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such courts.
- (l) If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and court costs from the non-prevailing party.
- (m) The parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- (n) Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

22 DEFINITIONS AND INTERPRETATION

22.1 DEFINITIONS

The following definitions apply unless the context requires otherwise.

Account Activation Date means the Account Activation Date set out in the Order Email.

Additional Services those additional services provided by us from time to time in accordance with an Order Email.

Authorised Users means the Fee Earners Subscribers and the Administrator Subscribers, the number of which is set out in the Order Email.

Authorised Users' Representative means the representative nominated by the you and notified to us from time to time.

Business Days are Monday to Friday, not including public holidays in London.

Business Hours are 8am to 6pm on Business Days.

Commencement Date means the date set out as the commencement date in the Order Email.

Confidential Information means all non-public business or technical information, in any form whether tangible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement.

Confidential Information does not include information which party can demonstrate by written records was:

- (a) already known to that party;
- (b) received by that party from a third party not under a duty of confidence; or
- (c) independently developed by that party by people who did not have access to the Confidential Information of the other party.

Customer Data means content of matters and any documents, information, annotations and the like that has been uploaded or input to the Service.

Customer Operating Environment means your computing environment (consisting of hardware, software and telecommunications networks) that is to be used by you in connection with your use of the Service and which is a system which is an Interoperable Legal System.

Documentation means the documentation provided by us to you to or the Authorised Users from time to time.

Fair Usage means the fair usage policy as detailed in the Agreement.

Fees means the fees for the Service (and/or Additional Services) as set out on the Order Email) and other fees agreed between the parties from time to time.

Force Majeure Event affecting a party means a circumstance beyond the reasonable control of that party causing that party to be unable to observe or perform on time an obligation under this Agreement, including acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes (other than of its own staff), embargo, or power, water and other utility shortage.

Initial Term means the initial term for the provision of the Services as set out in the Order Email.

An **Insolvency Event** occurs in respect of a person where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trade marks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, rights in Confidential Information, know how and other proprietary rights (whether or not any of these are registered

and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these, which may subsist anywhere in the world, but excludes moral rights, and similar personal rights, which by law are non-assignable.

Interoperable Legal System(s) means a system which is interoperable with the Service and is defined as including 3rd party connectivity to the Service.

Law means all applicable laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments, and includes any Privacy Laws.

Loss means any claim, loss, damage, liability, cost, charge or expense (including legal expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.

Normal Business Hours means 9.00 am to 5.30 pm local UK time, each Business Day.

Order Email means the Order Email that details the Service, sent by us to you to confirm your order of and details relating to the Service.

Personal Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person, and includes “personal data” as defined in the UK General Data Protection Regulation (UK GDPR).

Personnel means, in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any subcontractors.

Privacy Laws means all legislation, principles, industry codes and policies, as amended or replaced from time to time, which relate to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Renewal Term is defined in clause 7.

Support Services means the support services in relation to the Service and the to be provided to you as set out in this Agreement.

Term means the Initial Term and any Renewal Term.

User means a user of the Service including an Authorised User who is authorised by you to use the Service.

User Subscriptions means the user subscriptions purchased by you pursuant to the Order Email which entitle Authorised Users to access and use the Service and the Documentation in accordance with the Agreement.

22.2 INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) the singular includes the plural and conversely;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person includes any body corporate, unincorporated body or other entity and conversely;
- (d) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;

- (e) a reference to any agreement or document (including a reference to this Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Agreement or that other agreement or document;
- (f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (g) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing;
- (h) a reference to includes, means includes without limitation; and
- (i) all references to GBP are to Great Britain pounds, unless otherwise specified.

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