

Online licence terms and conditions

Terms and conditions of use

1. General terms and conditions

- 1.1 This single user licence agreement (the "Agreement") is entered into between the individuals, firm or organisation from time to time trading as Legal Knowledge Scotland ("We", "Us" or "Our") and the individual, firm or organisation to whom We have agreed to make supplies in accordance with this Agreement ("You" or "Your").
- 1.2 The terms and conditions comprised in this Agreement govern Your use of the online services supplied by Us and made available on the Legal Knowledge Scotland website at <http://www.legalknowledgescotland.com/> or other location from time to time (the "Online Services") and the content, documents, know-how and materials (the "Content") provided in connection with the Online Services whether:
 - 1.2.1 on the basis of individual purchase by You of Content, or
 - 1.2.2 by way of subscription to the Online Services.

2. Licence and limitations on use

- 2.1 Subject to Clause 3 You are granted a non-exclusive, non-transferable, limited licence to access and use, in accordance with this Agreement, the Online Services and the Content from time to time provided to You for the purposes only of:
 - 2.1.1 the provision of professional services to Your clients or organisation or academic services to Your students,
 - 2.1.2 private research or study, or research in connection with the provision of professional services to Your clients or organisation or academic services to Your students,
 - 2.1.3 the provision of training or academic services to students, trainee solicitors, paralegals, solicitors, advocates or other legally qualified personnel or professionals or students in connection with Your business or operations.
- 2.2 The licence conferred by Clause 2.1 is subject to the limitations specified in this Clause 2.2.
 - 2.2.1 Any Content retrieved from the Online Services is limited to use principally by one person at a time.
 - 2.2.2 You may download Content only through downloading commands incorporated into the Online Services or Your internet browser software and, subject to any restrictions imposed from time to time by applicable copyright laws, You may print, or obtain a printout of, a reasonable portion of downloaded Content using only the printing commands incorporated into the Online Services or Your internet browser software.
 - 2.2.3 The retrieval and storage of electronic or machine-readable copies of Content is restricted to the retrieval of a reasonable portion of the Content using the downloading commands incorporated into the Online Services or Your internet browser software and storage of that Content in electronic or

machine-readable form for any of the purposes specified in Clause 2.1 for a period not exceeding 90 days, principally by one person at a time.

2.2.4 Insubstantial electronic copies of Content may be stored beyond the time restriction referred to in Clause 2.2.3 where:

2.2.4.1 the Content has been incorporated into, or modified or adapted for use in the context of, advice provided to an individual client or client organisation, or documentation prepared for the purposes of a transaction entered into by an individual client or client organisation in respect of a specific matter, and/or

2.2.4.2 the Content in question, or any Content adapted or modified for the purposes specified in Clause 2.2.4.1, is required to be stored in order to comply with a regulatory, legal or evidentiary requirement.

2.2.5 This Clause 2 is subject to the overriding obligation on You not to create Your own independent database or archive, or any independently searchable database or archive, comprising the Content or material substantially based upon, or adapted from, the Content.

3. General conditions

3.1.1 In relation to the copyright or other intellectual property right to, or proprietary interest in, the Online Services and Content, whether in electronic, machine-readable or print forms:

3.1.1.1 You acquire no right of ownership or similar interest, and

3.1.1.2 We, or Our third party suppliers, retain the full right of ownership and all right and title thereto.

3.1.2 Subject to this Agreement You may not use the Online Services or any Content retrieved from the Online Services in any manner that infringes any copyright or other intellectual property right thereto or proprietary interest therein.

3.1.3 You may use the Online Services and retrieve Content only through manually conducted, discrete, individual search, retrieval and downloading activities and not through mechanical, programmatic, robotic, scripted or any other automated means not made available in the context of the Online Services.

3.1.4 Except as expressly permitted by Clause 2 You may not store, reproduce, transmit, display, copy, distribute or use Content retrieved from the Online Services.

3.1.5 Further provisions governing Your use of the Online Services and Content ("Additional Provisions"), all of which are incorporated by reference into this Agreement, may be contained in:

3.1.5.1 supplemental terms and conditions notified to You on Our website or otherwise communicated to You in writing or electronic form in accordance with this Agreement or otherwise,

3.1.5.2 online descriptions of Content and other electronic files and documents,

3.1.5.3 online notices activated by selection by You of any Content or other electronic files or documents in the context of the use of the Online Services, and

3.1.5.4 individual items of content, documents, know-how and materials retrieved from the Online Services.

3.1.6 Any failure by Us to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of Our right to enforce such provision at a later time.

4. Access to the Online Services etc

4.1 Access to and use of the Online Services and Content:

4.1.1 are restricted to You and such of Your employees or support staff as may be authorised both by Us and You from time to time ("Permitted Users"),

4.1.2 may be limited by way of access restrictions attached to personal identification numbers or passwords assigned by Us to Permitted Users.

4.2 Except for use incidental to occasional, short-term travel, neither You nor any Permitted User may use a personal identification number or password to access the Online Services and Content from outside the UK.

4.3 Content, services, materials and features may be modified, supplemented or withdrawn from the Online Services at any time without prior notice.

4.4 You must ensure that any person given access by You to the Online Services and Content is a Permitted User and that such Permitted User accesses and uses the Online Services and Content only in accordance with applicable provisions of this Agreement and any Additional Provisions.

4.5 Any personal identification number or password assigned by Us to a Permitted User is personal and confidential to that Permitted User and may not be used by any other person.

4.6 If it appears to Us that any personal identification number or password assigned by Us to a Permitted User is being used by someone other than the Permitted User to whom it was specifically assigned (including by a different Permitted User) We may cancel the relevant personal identification number and password.

5. Limited warranty

The Online Services and Content are provided to You on an 'as is' basis and no warranty is given to You that the Online Services and Content are, or at all times will be, complete and free from errors and omissions, or that, at any given time or from time to time, the Online Services and Content will be completely up-to-date and current.

6. Limitations on liability

6.1 Neither We nor any of Our employees, support staff or other personnel, agents, subcontractors, third party suppliers, or any of Our successors or assignees, shall be liable in respect of any claims, demands, damages, losses, injury, costs or expenses of any kind arising out of or consequent upon:

- 6.1.1 any or any claimed error in, or omission from, or lack of currency of, the Online Services or any part of the Content,
 - 6.1.2 Your use of any equipment in connection with the Online Services,
 - 6.1.3 the unavailability, or any interruption in the supply, of the Online Services or any features of the Online Services or any part of the Content,
 - 6.1.4 the use or misuse by You or by any other Permitted User of the Online Services or of any part of the Content regardless of whether any assistance was provided by Us or arranged by a third party to be provided by Us,
 - 6.1.5 the content of any information or material comprised in the Content,
 - 6.1.6 any delay or failure in performance beyond Our reasonable control or the reasonable control of any of Our employees, support staff or other personnel, agents, subcontractors, third party suppliers, or any of Our successors or assignees,
 - 6.1.7 any negligence on Our part or on the part of any of Our employees, support staff or other personnel, agents, subcontractors, third party suppliers, or any of Our successors or assignees, in connection with the performance of Our obligations under this Agreement.
- 6.2 Our liability to You for breach of any condition or warranty implied by any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at Our option to supplying the Online Services or relevant Content again or paying for their re-supply.
- 6.3 Our liability to You in respect of any loss or damage of any kind, including loss or damage caused by negligence, is reduced to the extent that You caused or contributed to the relevant loss or damage.
- 6.4 The Content is provided for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice or judgment or to provide legal advice in relation to specific circumstances.
- 6.5 We shall use reasonable endeavours to maintain the Content in an up-to-date and current state but it shall nevertheless be Your responsibility to obtain independent verification or advice, or otherwise to exercise professional judgment, before relying upon any information or item of know-how or materials or any document or piece of legal drafting or any part of a style or precedent comprised in the Content in circumstances where loss or damage may result.

7. Use of personal information

We shall use personal information obtained from Permitted Users only for the purposes of:

- 7.1.1 providing access to, and use of, the Online Services and Content to Permitted Users,
- 7.1.2 providing customer support, invoicing and similar activities in connection with the provision of the Online Services and Content, and
- 7.1.3 notifying Permitted Users about services, products, offers and future events, and improving the Online Services and Content.

8. Confidentiality

No disclosure of any details of this Agreement, nor of any of the negotiations undertaken in respect of this Agreement, shall be made to any third party by You or Us.

9. Assignment etc

- 9.1 You may not assign Your rights or delegate or otherwise transfer Your duties under this Agreement or any Additional Provisions without Our prior written consent.
- 9.2 We may, without Your consent, assign Our rights and transfer, novate or delegate Our duties and responsibilities under this Agreement or any Additional Provisions to any third party including without limitation a successor operator of the Online Services.
- 9.3 Subject to Clause 9.2, and with the exception of Our third party suppliers, no third party shall acquire any rights under this Agreement.

10. Duration

- 10.1 This Agreement shall endure for the minimum period agreed with You or otherwise specified in accordance with any Additional Provisions (including any online order form or other means of identifying the nature of, or specifying, the Online Services supplied to You).
- 10.2 If no written notice of termination is given by Us or by You in accordance with Clause 12.4 this Agreement shall continue for a further period equivalent to the original minimum period agreed or specified in accordance with Clause 10.1.

11. Modification of this Agreement

- 11.1 This Agreement, including any applicable Additional Provisions, may be modified by Us from time to time by written agreement or by notice or other communication from Us to You made in writing or posted electronically in the Online Services, provided that You may terminate this Agreement immediately upon notice to Us if any substantial such modification is unsatisfactory to You.
- 11.2 Continued use of the Online Services and Content by You following any modification made by Us by notice shall be deemed to constitute acceptance by you of such modification.
- 11.3 Charges and payment terms may be modified by Us from time to time by written agreement or in accordance with any Additional Provisions or by notice or other communication from Us to You made in writing or posted electronically in the Online Services.

12. Termination and suspension etc

- 12.1 We may terminate this Agreement:
 - 12.1.1 without notice if at any time You are in breach of any condition or requirement of this Agreement or of any Additional Provisions,
 - 12.1.2 where Clause 12.1.1 does not apply, by giving You not less than 60 days' prior written notice.

- 12.2 If this Agreement is terminated in accordance with Clause 12.1.1 we may pursue any other remedy legally available to Us in respect of the relevant breach by You of a condition or requirement of this Agreement or of any Additional Provisions.
- 12.3 Without prejudice to Clauses 12.1 and 12.2 We may suspend or discontinue providing the Online Services to You and allowing You access to the Content if at any time You are in breach of any condition or requirement of this Agreement or of any Additional Provisions.
- 12.4 You may terminate this Agreement by giving Us not less than 90 days' prior written notice to expire the day before the anniversary of the commencement date or any later continuation date or anniversary ascertainable in accordance with Clause 10.

13. Notices

- 13.1 Except as otherwise provided in this Agreement, all notices and other communications from Us to You under this Agreement shall be in writing or posted electronically in the Online Services or otherwise notified to You in writing or electronically (including, without limitation, by email).
- 13.2 Notices from Us to You shall be deemed to have been properly given on the date posted electronically in the Online Services or notified to You by email or otherwise notified to You electronically or if delivered in any other manner, on the date received by You.
- 13.3 Notices from You to Us shall be in writing.

14. Governing law

This Agreement and any Additional Provisions shall be governed by and construed in accordance with the law of Scotland.