



1 APPLICABILITY

- 1.1 These Product Specific Terms apply when you purchase a license to use or access Cleardocs. "You", "your" and "Customer" mean the client, customer or subscriber identified as such in the order form and "we", "our" and "Thomson Reuters" mean the Thomson Reuters entity identified in the Order Form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, Product Specific Terms, any other applicable schedules and general or master terms and conditions.
- 1.3 If you use our service in any way, you will do so on the basis of the disclaimers on the relevant pages and the following terms and conditions as they apply at the time.

2 THOMSON REUTERS ACKNOWLEDGEMENTS

Thomson Reuters agrees that:

- 2.1 it has taken all reasonable steps to engage an appropriately qualified professional adviser both to prepare the master documents, to ensure that they are accurate and appropriate for the type of document you order, and to provide all information, commentary, advice and other documents (including sample letters), subject to these terms and conditions; and
- 2.2 the products you order through our service will, if relevant, be delivered electronically to you on the earlier of when you download them or when you click to have us send them to you by email to the email address you have nominated. If you order our printing, binding, and courier delivery service, then the package should be delivered as set out on the following URL: <https://www.cleardocs.com/resources-printing-binding-courier-delivery.html>. However, we do not guarantee courier delivery times.

3 LIMITS ON YOUR USE OF THE PRODUCTS

In relation to your use of our service and the products you order, you agree that:

- 3.1 you must not use any part of the documents in connection with creating another document;
- 3.2 you must not use any part of the products for any purpose except the specific purpose for which they were ordered;
- 3.3 you must not copy any part of the documents for any purpose except in relation to the transaction for which they were ordered;
- 3.4 you must not copy any part of the documents for any purpose except in relation to the transaction for which they were ordered;
- 3.5 you must not modify the products in any way after they are sent to you;
- 3.6 you must not interfere with, alter or attempt to copy or reproduce any part of our service or the products you order while using them;
- 3.7 you must not incorporate any part of our service in any other program, system or document creation package; and
- 3.8 you must not represent that the documents ordered using our service were created by your own resources, or those of a third party (other than our resources or those of anyone else who signs-off and endorses for us the master documents from which your documents are generated).

4 WE DO NOT GIVE LEGAL, TAX, ACCOUNTING, COMMERCIAL OR OTHER PROFESSIONAL ADVICE

You agree that:

- 4.1 Thomson Reuters is not a professional services firm;
- 4.2 our service provides information to help you answer the questions and to order a product and that that information is information only, not advice;
- 4.3 we cannot and do not warrant that a product you decide to order is appropriate or suits your needs;
- 4.4 we cannot and do not warrant that your use of our service is appropriate or suits your needs;
- 4.5 the legal, taxation, accounting and commercial effects of a product vary and a product's suitability will therefore vary according to particular circumstances;

- 4.6 only you know the purpose for which you intend to apply a product you order and that we are not responsible for the choice you make regarding the product that you order;
- 4.7 you must consult with a lawyer, taxation adviser, accountant, or commercial or other appropriately qualified professional adviser (not Thomson Reuters) for advice concerning the suitability of a product you order using our service;
- 4.8 the master documents are general only and prepared by the person named as the author on the relevant product's page of our website (not Thomson Reuters) and that Thomson Reuters does not endorse and disclaims responsibility for them;
- 4.9 unless expressly stated otherwise, Thomson Reuters does not provide the information, commentary, advice and other documents (including sample letters) which appear on our website. Instead, all of that material is provided by the person named as the author on the relevant product's page of our website - Thomson Reuters does not endorse that information, commentary or advice;
- 4.10 Thomson Reuters disclaims responsibility for the information, commentary, advice and other documents (including sample letters) referred to in clause 4.9; and
- 4.11 Thomson Reuters is not aware of any reason to doubt the accuracy or the quality of the work of any author of the master documents and associated information referred to in clause 4.9 for any of our products - even so, Thomson Reuters is not a professional adviser and does not endorse that work. Thomson Reuters' only responsibility is to engage a person with the relevant expertise, to draft the relevant document which it does on the basis that you will seek appropriate advice in making use of that document in your particular circumstances.

5 THE DOCUMENT YOU ORDER DEPENDS ON YOUR ANSWERS

You agree that:

- 5.1 certain information and particular clauses from the master documents are included in the documents you order as a result of the answers you provide to questions you answer when using our service;
- 5.2 certain information is included in the products you order as a result of the answers you provide to questions you answer when using our service;
- 5.3 you are fully and solely responsible for the information included in a product as a result of the answers you give to the questions; and
- 5.4 we are not responsible for any mistake that you make in understanding the questions or how to answer them.

6 WE ARE NOT RESPONSIBLE FOR YOUR MISTAKES — YOU INDEMNIFY US

- 6.1 You agree that you indemnify us in relation to any cost, loss, liability, or damage that any of you, your client, or a third party suffers:
 - (a) because the product you order is not suitable for its intended purpose or does not suit the relevant circumstances;
 - (b) because you fail to obtain formal advice from an appropriately qualified professional adviser concerning whether the product you choose is suitable for its intended purpose or is suitable for particular circumstances;
 - (c) because of the answers you provide to questions asked of you when using our service;
 - (d) because you do not answer all questions completely and accurately;
 - (e) because you modify the products after they are provided to you; or
 - (f) because you breach the Agreement in some other way.
- 6.2 You agree that you continually indemnify us against any cost, loss, liability, or damage that we incur as a result of your use of our service.

7 THE LICENCE ENDS WHEN YOU HAVE ORDERED YOUR DOCUMENT

- 7.1 You agree that the licence to you is limited to the creation of the documents for which you have paid and that once those documents have been ordered, the licence ends.



REFUNDS, RETURNS, EXCHANGES

- 7.2 You agree that because of the nature of our products, we are most unlikely to allow any refunds, returns, or exchanges and that we provide refunds at our absolute discretion, in exceptional circumstances.
- 7.3 You agree that to apply for a refund, a return, or an exchange, you must write to us setting out:
- (a) the intended purpose to which the documents were to be applied;
 - (b) the identity and contact details of the person for whom you purchased the product (we may contact that person to discuss,

- and request copies of, the documents you have provided to them);
- (c) the reasons that you want a return, a refund, or an exchange;
- (d) copies of the materials or documents you have provided to that person in place of the Cleardocs product in relation to which you now want a refund, a return, or an exchange; and
- (e) any other information or materials we ask for that we believe is relevant to our decision.