

ALACRITY

Alacrity Terms and Conditions

These Terms and Conditions (the “**Terms**”) cover the rights and responsibilities between:

(i) you, as a provider of legal services, whether as an individual, partnership, LLP or whatever association, (“**You**”); and

(ii) Alacrity Law Limited, a company incorporated in the United Kingdom with its registered office at 1 Fore Street, London, EC2Y9DT under company registration number 10607888 (“**Alacrity**”, “**We**” or “**Us**”) in respect of any services provided by Alacrity via our platform: app.alacritylaw.com (the “**Alacrity Platform**”).

Please read these terms carefully. You must accept these terms to enable You to use the Alacrity Platform to offer services to our clients (“**Alacrity Clients**”). By visiting and using the Alacrity Platform to offer legal services to the Alacrity Clients You are confirming that you accept these terms and that you agree to comply with them along with our Privacy Policy and Data Processing Agreement. If you do not agree with these terms you must leave the Alacrity Platform.

1 Introduction

- 1.1 The Alacrity Platform allows the “**User**” (as defined below) to manage their relationships with Alacrity Clients’ in a better way. The User may respond to request for proposals related to the provision of legal services, provide budgets and progress updates and receive feedback on the platform. The Alacrity Clients will use their discretion in selecting their preferred supplier and We do not guarantee that your use of the Alacrity Platform will secure any instruction from an Alacrity Client. Any legal services (the “**Services**”) delivered to an Alacrity Client by Your fee earners together with other proposed users of the Alacrity Platform (each a “**User**” and collectively “**Users**”) will be completed under a separate agreement between You and the Alacrity Client.
- 1.2 If you do not use the Alacrity Platform for the management of the delivery of the Services, access to the Alacrity Platform may be withdrawn at the discretion of Alacrity.
- 1.3 Provision of Services, selected by an Alacrity Client via the Alacrity Platform, is Your sole responsibility. Alacrity only facilitates the proposal for such Services and we are in no way responsible or liable to You or the Alacrity Client for the Services performed by You.
- 1.4 Use of your personal information submitted to us is governed by our Privacy and Cookies Policy. Additionally, by using the Alacrity Platform, You acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using the Alacrity Platform may be read or intercepted by others.



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- 1.5 We may amend these Terms from time to time and will give you no less than 60 days' notice of any change. If you do not agree to the change, you should stop using the Alacrity Platform. Any use by a User following the end of the 60 day notice period will amount to deemed acceptance of the change.

2 Your Obligations

2.1 You agree that you will:

- a) Abide by and comply with these Terms;
- b) Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, and regulatory requirements;
- c) Provide accurate information to us and keep it updated.

2.2 You agree that you will not:

- a) Act in an unlawful or unprofessional manner in connection with the Alacrity Platform, including being dishonest, abusive or discriminatory;
- b) Post content that infringes upon any rights of any third party, including but not limited to any intellectual property rights, privacy rights, and rights of publicity;
- c) Post content that:
 - i. is harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, airing personal grievances or disputes, or otherwise inappropriate or objectionable;
 - ii. may constitute or contribute to a crime or tort;
 - iii. contains any information or content that is illegal;
 - iv. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
 - v. contains any information or content that is not correct.
- d) Disclose information that you do not have the consent to disclose (such as confidential information of others);
- e) Copy, use, disclose or distribute any information obtained from the Alacrity Platform, whether directly or indirectly;
- f) Violate the intellectual property rights of others;
- g) Violate the intellectual property or other rights of Alacrity;
- h) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Alacrity Platform or any related technology;
- i) Attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Alacrity Platform;
- j) Take or fail to prevent any action that imposes, or may impose at Our sole discretion, an unreasonable or disproportionately large load on Our infrastructure (such as, spam, denial of service attack, or viruses);



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- k) Upload invalid data, viruses, worms, other harmful code or other software agents through the Alacrity Platform;
- l) Create a false identity, impersonate another person or otherwise misrepresenting who you are or your affiliation with a person or entity;
- m) Create a User profile for anyone other than yourself;
- n) Use or attempt to use another User's account;
- o) Interfere with the proper working of the Alacrity Platform;
- p) Use the Platform to generate spam, advertising, junk mail, chain letters or similar content or message;
- q) Bypass the measures we may use to prevent or restrict access to the Alacrity Platform.
- r) Override any security feature of the Alacrity Platform;
- s) Collect or harvest any personally identifiable information, including User or account names, from the Alacrity Platform;
- t) Rent, lease, loan, trade, sell/re-sell access to the Alacrity Platform or related data;
- u) Sell, sponsor, or otherwise monetise the Alacrity Platform;
- v) Remove any copyright, trademark or other proprietary rights notices contained in or on the Alacrity Platform;
- w) Monitor the Alacrity Platform's availability, performance or functionality for any competitive purpose;
- x) You will only create and onboard Users that are employees of your company.



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3 Set Up and Operation of Account and Profile

- 3.1 You will be required to deliver to Alacrity a list of Users' names and email addresses to Alacrity in order to enable Alacrity to create Your initial accounts on the Alacrity Platform. Each User may then create a profile. This profile includes details of the User's skills and experience. It also includes a list of services / work types that the User is willing and able to complete.
- 3.2 On Your request, We may use information from your website to gather a list of Users on your behalf, subject always to the relevant content being available on your website and our ability to access such information.
- 3.3 In accepting these Terms You represent and warrant on an ongoing basis that you are:
 - a) over the age of 18 years;
 - b) entitled to deliver the Services in the United Kingdom.
- 3.4 We are under no obligation to provide You with a minimum number of requests for Services, however, from time to time We may connect You with Alacrity Clients who require Services. Alternatively, Alacrity Clients may request that you provide a proposal for Services.
- 3.5 You will be solely liable to an Alacrity Client for the Services that are performed. In no way will Alacrity be liable either to you or to the Alacrity Client.

4 Limitation of Liability

- 4.1 Nothing in these terms shall exclude or limit our liability for any liability that cannot lawfully be excluded or limited.
- 4.2 If you are dissatisfied with the Alacrity platform your only remedy under these terms shall be to discontinue your use of the Alacrity platform. Without limiting the preceding sentence we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.
- 4.3 Other than as set out in the two paragraphs immediately above, we shall not be liable in contract, tort, negligence, statutory duty, misrepresentation or otherwise for any direct or indirect loss or damage whatsoever arising from or in any way connected with these terms or your use of the Alacrity platform.
- 4.4 We shall not be liable for:
 - a) loss of revenue;
 - b) loss of profit;
 - c) loss of anticipated savings; or
 - d) any other indirect, economic or consequential loss.
- 4.5 In the event that any limitation or exclusion of liability in these terms is not enforceable then we shall not be liable to you for more than £1,000 in aggregate in respect of all matters concerning or arising out of your use of the Alacrity platform.
- 4.6 Notwithstanding the foregoing, we shall not be liable to you for more than £500,000 in aggregate in respect of all matters concerning or arising from our breach of clause 7, "data protection", below.



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5 Disclaimers - No Warranty

- 5.1 Nothing in these terms creates an obligation for us to make direct introductions between you and any Alacrity client and we reserve the right to suspend, restrict or terminate access to the Alacrity platform at our sole discretion.
- 5.2 The Alacrity platform is provided on an “as is” and “as available” basis. use of the Alacrity platform is at your own risk. The platform is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Alacrity and its licensors and suppliers do not warrant that any content is accurate, reliable or correct; that the Alacrity platform will meet your requirements; that the Alacrity platform will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Alacrity platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the platform is downloaded at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from such download.
- 5.3 We make no warranty that the Alacrity platform will provide an uninterrupted service or be error free or that any defects will be corrected.

6 Intellectual Property Rights

You acknowledge that all present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Alacrity Platform (the “**Intellectual Property**”), including the manner in which the Alacrity Platform is presented or appears and all information and documentation relating to Alacrity Platform, is our property (or that of our licensors) and remains vested in Us at all times and nothing in these Terms shall be taken to transfer any Intellectual Property to You.

7 Data Protection

- 7.1 “**Personal Data**” has the meaning ascribed to it by The EU general data protection regulation 2016/679 (GDPR), being any information relating to an identified or identifiable natural person. Processing also has the meaning ascribed to it by the GDPR.
- 7.2 We shall:
- a) process Personal Data only for the purpose of providing the Alacrity Platform;
 - b) ensure that only employees, contractors and any other individuals who have a need to know and have committed themselves to binding confidentiality obligations in our favour will be authorised to process any Personal Data;
 - c) take all security measures for the protection of Personal Data that are required by Article 32 of the GDPR;



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- d) respect and comply with the conditions in the GDPR for engaging another processor (that is, as a sub-processor);
- e) taking into account the nature of the Alacrity Platform, reasonably assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subjects rights laid down in Chapter III of the GDPR;
- f) taking into account the nature of the Alacrity Platform and the information available to Us, assist you in ensuring compliance with your obligations for the security of processing of Personal Data, notification of a personal data breach to the relevant supervisory authority, communication of a personal data breach to the data subjects, carrying out a data protection impact assessment and any prior consultation with the relevant supervisory authority prior to you carrying out any data protection impact assessment; and
- g) upon your request provide to you information reasonably necessary to demonstrate Our compliance with the above obligations.

8 Confidentiality

- 8.1 We will not use any of Your information for any purpose other than the performance of our obligations under these Terms. We may collect, retain and aggregate, for our own purposes, anonymised information generated in the operation of the Platform generally and in the performance of Our obligations. We will not disclose your information to any third party, except where We are ordered by a Court or other competent authority to disclose your information. In the unlikely event of this happening, We will if possible inform you before We make any such disclosure so that You may have an opportunity to challenge the requirement with the Court or other competent authority.

9 Notices

- 9.1 Any notice to be given under by either party under these Terms must be in writing and either sent by email, delivered by hand or sent by recorded delivery to
- a) in the case of Alacrity its registered address and
 - b) in the case of a User to the primary correspondence address (including email address) given to Alacrity. We may also deliver notices to You via the Alacrity Platform.

10 Entire Agreement

- 10.1 These Terms constitute the entire agreement between You and Alacrity governing the use of the Alacrity Platform and replaces any previous agreement or understanding (whether oral or written, express or implied) between us in respect of matters contained or referred to in these terms. Each of us agrees that, in entering into these Terms, we have not relied on, and have no remedy in



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respect of, any representation warranty or other provision (whether oral or written, express or implied) of any person, which is not expressly set out in these Terms. The only remedy available in respect of any misrepresentation or untrue statement shall be a claim for breach of contract under these Terms, such claim to be subject to the limitation of liability section above. This paragraph does not operate to limit or exclude any liability arising from any fraudulent or dishonest statement, act or omission.

11 General

- 11.1 If any of these Terms are held to be illegal or unenforceable for any reasons, such provisions shall be severed and the rest of the Terms shall remain in full force and effect.
- 11.2 You may not assign, transfer or sub-contract any of your rights under these Terms without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.
- 11.3 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in these Terms.
- 11.4 No waiver shall be effective unless in writing and no waiver shall constitute a continuing waiver so as to prevent us or you from acting upon any continuing or subsequent breach or default.

12 Governing Law and Jurisdiction

- 12.1 These Terms shall be subject to the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.2 You acknowledge that You have read this Agreement, understand it and agree to be bound by it. The undersigned warrant that they have full power and authority to enter into and sign these Terms on behalf of their respective companies and for whose benefit these Terms are entered into.



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For and on behalf of:
Alacrity Law Limited

For and on behalf of:

Signature

Signature

Name

Name

Title

Title

Date

Date

