

Dragon Law Terms of Service

PLEASE ENSURE THAT YOU TAKE THE TIME TO READ THESE TERMS OF SERVICE CAREFULLY BEFORE YOU USE THIS SITE.

1 **Terms of Service**

- 1.1 The terms of service (**Terms of Service**) set forth below, apply to all visitors to and users of our Site (whether you are a registered Dragon Law account holder or not, and whether you pay for a subscription to any of our Services; or are using our Services as a non-paying user; or on a free trial basis). The Terms of Service govern your use and access to our services, including our website (**Site**), online and offline applications or application plug-ins running on any platform or device (**Applications**), application programming interfaces (APIs), and email notifications (collectively referred to as **Services**), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as **Content**).
- 1.2 By accessing and using the Service you signify your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.
- 1.3 In these Terms of Service, the words “**you**” and “**your**” refer to each customer, Site visitor or Application user “**we**”, “**us**”, “**our**” and “**Dragon Law**” refer to Dragon Law Limited, a limited liability company registered in Hong Kong, having its principal place of business at Room 14, Level 9, Smartspace 3C, Cyberport 3, 100 Cyberport Road, Hong Kong.
- 1.4 If you are entering into these Terms of Service on behalf of a company, partnership, sole proprietorship or other legal entity (**entity**), you represent that you have the legal authority to bind such entity to these Terms of Service, in which case the terms “**you**” or “**your**” shall refer to such entity. If you do not have such authority or you do not agree with these Terms of Service, you must not use this Site, our Applications or any of our Services. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document, or communication reasonably believed by us to be genuine and originating from an authorised representative of your entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, we may, but are not obliged, to require additional authentication from you.
- 1.5 **OUR SERVICES ARE NOT INTENDED FOR MINORS. YOU AGREE THAT BY USING THE SITE, APPLICATIONS AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.**

2 **Changes of Terms**

We may amend the Terms of Service from time to time in our sole discretion without notice or liability to you. It is your responsibility to review these Terms of Service periodically. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments. **If you do**

not agree to the Terms of Service, now or at any time, please do not use the Site or any Applications.

3 **Other applicable terms**

These Terms of Service refer to the following additional terms, which also apply to your use of our Services:

- (a) our Privacy Policy Statement, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Hong Kong and/or other countries for storage, processing and use by Dragon Law Limited. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Dragon Law account, which you may not be able to opt-out from receiving; and
- (b) our Payment Terms, which set out the additional terms for users of our paid and subscription based services.

4 **Dragonlaw.io**

4.1 Dragonlaw.io provides access to software tools for law firms to support their clients in the cloud; and for businesses to prepare their own legal documents. Dragon Law hosts these software tools in the cloud.

4.2 Depending on your subscription type, the Dragon Law service may also include a review of your documents (**Dragon DoubleCheck**) which will cover amongst others, spell check, consistency and presentation of terms and names within a document, and to ensure that all required form questions are completed. At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defences, options or strategies or apply the law to the facts of your particular situation. Dragon Law is not a law firm or barristers chambers and may not perform services performed by a solicitor or barrister. Dragon Law and its services are not substitutes for professional legal advice. For a detailed breakdown of what is included in each subscription package, please visit our pricing pages.

4.3 Dragon Law strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, Dragon Law cannot guarantee that all of the information on the Site or Applications is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. No general information or legal tool like the kind Dragon Law provides can fit every circumstance. Furthermore, the legal information contained on the Site and Applications is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem you should consult a solicitor.

4.4 This Site and Applications are not intended to create any solicitor-client relationship, and your use of Dragon Law does not and will not create a

solicitor-client relationship between you and Dragon Law. Communication between you and us, and documents you prepare or store on our Site and Applications may not be protected by legal privilege. You acknowledge and agree that you are and will be representing yourself in any legal matter you undertake through Dragon Law's legal document service.

- 4.5 We are not lawyers. Dragon Law is a platform for connecting businesses with lawyers. Dragon Law is not a law firm, is not engaging in a legal practice and Dragon Law do not act as lawyers. Dragon Law does not provide legal advice. Nothing on Dragon Law is legal advice and you cannot rely on it. You should always consult a lawyer to get certainty of your legal rights and obligations.

5 **Changes to our Services**

- 5.1 Because the Services that we provide are always evolving, their form and nature may change from time to time and we may not be able to give you prior notice. In addition, we may stop (permanently or temporarily) providing features within the Services) to you or to users generally. Wherever possible we will try to provide you with prior warning of a disruptive event.

- 5.2 We may offer certain Services as closed or open beta services (**Beta Service** or **Beta Services**) for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Dragon Law will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

6 **Accessing our Services**

- 6.1 We make every effort to ensure that our Services are always available but we cannot guarantee that Services will be uninterrupted. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

- 6.2 You are responsible for making all arrangements necessary for you to have access to our Services. You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and other applicable terms and conditions, and that they comply with them.

7 **Your Account**

7.1 Passwords

- (a) To access our Applications and use our Services, you must register for a Dragon Law account. During account registration, you will be asked to provide details including your first name, last name, company name, email address, mobile phone number and a preferred password. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. You must use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must treat such information as confidential. You must not disclose it to any third party.

Dragon Law cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

- (b) We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.
- (c) If you know or suspect that anyone other than you knows your password, you must promptly notify us at service@dragonlaw.io.

8 Your License to use the Services

8.1 License

Dragon Law gives you a personal, worldwide, royalty-free, non-assignable, non-exclusive and revocable license to use the software that is provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Dragon Law, in the manner permitted by these Terms of Service.

8.2 Paying users and subscribers

- (a) As a paying user or subscriber to any Subscription Plan, we authorise you to use our Content (including for subscribers, documents generated by our document builder and e-signing application (**Document Builder**) for which you agree to pay us in accordance with the relevant subscription fee in accordance with our Payment Terms.
- (b) Each Subscription Plan can only be used by one business entity. Additional business entities can be added to your Subscription Plan for an additional fee.
- (c) You may:
 - (i) generate documents using our Document Builder and search, view, copy and print out Content for your own business purposes, subject to a fair usage limit to be imposed at our absolute discretion from time to time;
 - (ii) (in the case that you are a law firm or professional services firm, whose practice and business is advising clients on, amongst others, legal matters) generate documents using our Document Builder and copy, revise, customise and use Content for the purposes on which you are advising on a reasonable, non-systematic basis that is not commercially prejudicial to us and subject to a fair usage limit to be imposed at our absolute discretion from time to time;
 - (iii) supply the documents to a lawyer for review and amendment; and
 - (iv) re-use the documents for your personal use or for the purposes of your business.
- (d) You agree not to:
 - (i) use the Site or Services for unauthorised or unlawful purposes (unauthorised use of the Site and any of our Services may be a criminal

offence and/or give rise to a claim for damages);

- (ii) re-sell any documents you have gained access to on this Site;
 - (iii) re-sell or attempt to benefit in a commercial fashion from any of the content available on the Site;
 - (iv) post anything on the Site that is illegal, inappropriate, profane, obscene, defamatory, knowingly false and/or infringes copyright;
 - (v) conduct surveys, contests, pyramid schemes or chain letters on the Site; or
 - (vi) collect information about others on the Site without their consent.
- (e) You are not permitted to copy, reproduce, transmit electronically or otherwise use the Documents in whole or in part in order to re-sell them in any manner, whether in original form or amended in any way.

8.3 Fair usage limit

- (a) We reserve the right to suspend or terminate your account if we believe that you are not using our Document Builder in a way that is consistent with your own business use, and any such determination will be made by Dragon Law in our absolute discretion.
- (b) We will be entitled to apply (a) above where we have any suspicion that the individual or business subscribing to our Service is in any way connected with a competitor or potential competitor of Dragon Law wherever based, and regardless of whether or not Dragon Law operates in the jurisdiction of the user.

8.4 Multiple logins

- (a) Dragon Law allows businesses to enter into legally binding contracts, and such contracts should only be entered into by those with the authority to do so. Sharing your login details may enable another individual to enter into a contract on behalf of your business without the authority to do so, and therefore under no circumstances should login details be shared with others.
- (b) Where we detect that a login has been used by multiple users, we will treat this as a serious breach of security and reserve the right to suspend or terminate your account.
- (c) It is your obligation to ensure that obtain sufficient separate logins for all users in your business, and that all users are made aware that they should not provide details of login details to any other person.

9 Intellectual Property Rights

- 9.1 All intellectual property rights subsisting in respect of the Services belong to Dragon Law Limited or have been lawfully licensed to Dragon Law Limited for use in connection with the Services. All rights under applicable laws are hereby reserved. You are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the website itself or create derivative works with respect thereto, as our Site is copyrighted under applicable laws.

9.2 Document Builder Content

- (a) Any Content you submit during the Document Builder process (**Document Builder Content**), is securely encrypted and is not viewed or accessed by us at any stage of the process. We use this Document Builder Content to automatically generate documents and to facilitate the e-signing process.
- (b) Document Builder Content metadata (that has been entirely stripped of any personal identifiers) is used internally by our product development team to continually improve the product experience.
- (c) We will never use identifiable Document Builder Content in any way without your specific consent (save in accordance with law or regulation).

9.3 Feedback and LiveChat

9.4 During your correspondence with us, it is very likely that you will provide feedback on our services and make suggestions on how we can improve it so that it provides even more benefit to your business. We value this feedback and we encourage you to provide it frequently. You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us (**Feedback**) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

9.5 You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, for example through submissions made in a Site forum, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed), except as otherwise provided in our Privacy Policy Statement. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

10 Agreement to Resolve Disputes by Binding Arbitration

10.1 Please read this summary carefully. It affects your rights.

- (a) Customer queries can normally be resolved quickly and satisfactorily by emailing us at service@dragonlaw.io. **In the unlikely event that we are unable to resolve your complaint to your satisfaction (or if Dragon Law has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court.** Arbitration is less formal than court proceedings and uses a neutral arbitrator instead of a judge. Any arbitration under these Terms of Service will take place on an individual basis; class arbitrations and class actions are not permitted.
- (b) You may speak with independent counsel before using this Site or completing any purchase.

10.2 Arbitration Agreement:

Dragon Law and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- (b) claims that arose before these or any prior Terms of Service (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of these Terms of Service.

10.3 For the purposes of this Arbitration Agreement, references to "Dragon Law", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorised or unauthorised users or beneficiaries of services or products under these Terms of Service or any prior agreements between us.

10.4 Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into these Terms of Service, you and Dragon Law are each waiving the right to bring an action in a court of law (save the small claims court) or to participate in a class action. This arbitration provision will survive termination of these Terms of Service.

10.5 A party who intends to seek arbitration must first send, by registered mail, a written Notice of Dispute (**Notice**) to the other party. A Notice to Dragon Law should be addressed to: Room 14, Level 9, Smartspace 3C, Cyberport 3, 100 Cyberport Road, Hong Kong, (**Notice Address**). Your address for notice will be your billing address. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought (**Demand**). If Dragon Law and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Dragon Law may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Dragon Law or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Dragon Law is entitled.

10.6 The arbitration shall be governed by the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be the Hong Kong International Arbitration Centre. The place of arbitration shall be Hong Kong at the Hong Kong International Arbitration Centre (HKIAC). There shall be one arbitrator. The language to be used in the arbitral proceedings shall be English.

10.7 The arbitrator may award injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND DRAGON LAW AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may

award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

10.8 If the amount in dispute exceeds US\$50,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by HKIAC by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to HKIAC rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding.

10.9 Notwithstanding any provision in the applicable Terms of Service to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to any contact details or address for Notice), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.

11 **Limited Liability and Warranty**

Please read this section carefully since it limits the liability of Dragon Law Limited and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, **Dragon Law Entities**). We give you no warranty or assurance about this Site, our Applications or Content. In particular: information may be incorrect or out of date, and may not constitute a definitive or complete statement of the law or the legal market in any area. None of the Content is intended to constitute advice in any specific situation. You should take legal advice in specific situations and conduct your own research into the suitability of law firms or chambers before appointing them.

Each of the subsections below only applies up to the maximum extent permitted under applicable law.

11.1 **THE SITE, APPLICATIONS AND ALL CONTENT, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DRAGON LAW ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.**

11.2 **WHILE WE MAKE EVERY EFFORT TO ENSURE QUALITY, DRAGON LAW MAKES NO WARRANTY THAT THE SITE, APPLICATIONS OR CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE RESULTS THAT MAY BE**

OBTAINED FROM USE OF THE SITE OR APPLICATIONS WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER CONTENT PURCHASED OR OBTAINED THROUGH THE SITE, APPLICATIONS OR IN RELIANCE ON THE CONTENT WILL MEET YOUR EXPECTATIONS.

- 11.3 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE DRAGON LAW ENTITIES EXCEED THE AMOUNT PAID TO DRAGON LAW, IF ANY, IN THE PRECEDING 12 (TWELVE) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.**
- 11.4 The Dragon Law Entities shall not guarantee that:
- (a) the information, documents, forms, templates and any other Content presented in our Services is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
 - (b) the information, documents, forms, templates and any other Content presented in our Services is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
 - (c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay or loss;
 - (d) access to the Services will be available or be uninterrupted;
 - (e) use of the Services will achieve any particular result; or
 - (f) defects in the Services will be corrected.
- 11.5 Without limiting the generality of the foregoing, in no event will the Dragon Law Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information or the services, even if any of the Dragon Law Entities has been advised of the possibility of such loss or damages.
- 11.6 You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the services. It is your responsibility to ensure that your use of the information and the Services complies with all applicable legal requirements.
- 11.7 Without prejudice to the foregoing, if your use of the Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us as set out in these Terms of Service or otherwise, you are advised to contact us at service@dragonlaw.io. No such lack of response shall be deemed to constitute any acquiescence or waiver.
- 11.8 The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

12 **No guarantee**

DRAGON LAW MAKES NO GUARANTEE THAT ANY LEGAL DOCUMENT TEMPLATES ARE SUITABLE FOR A PARTICULAR PURPOSE, NOR THAT

ANY FORM INCLUDED OR REFERENCED IN THE DRAGON LAW DATABASE OF LEGAL TEMPLATES PROVIDED BY EMAIL OR OTHERWISE, OR INFORMATION PROVIDED BY THE SITE OR APPLICATIONS OR BY EMAIL OR OTHERWISE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY. FURTHERMORE, LAWS, REGULATIONS, AND ADMINISTRATIVE REQUIREMENTS OFTEN CHANGE, AND THEIR APPLICATION AND IMPACT VARY FROM COMPANY TO COMPANY AND INDUSTRY TO INDUSTRY. ACCORDINGLY, NEITHER THE DRAGON LAW DATABASE OF LEGAL TEMPLATES NOR ANY EMAIL COMMUNICATION OR OTHER COMMUNICATION MADE HOWSOEVER IS INTENDED TO PROVIDE OR SUBSTITUTE FOR ACCOUNTING, LEGAL, BUSINESS, TAX, OR OTHER PROFESSIONAL ADVICE OR SERVICES. THE INFORMATION CONTAINED IN ANY OF THESE ARE NOT AND SHOULD NOT BE CONSTRUED OR RELIED ON AS LEGAL ADVICE. COMPLIANCE WITH ALL LAWS AND REGULATIONS REMAINS YOUR SOLE AND ABSOLUTE RESPONSIBILITY. BEFORE TAKING ANY BUSINESS OR LEGAL ACTION BASED ON INFORMATION FROM THE SITE, APPLICATIONS OR GENERALLY THROUGH THE SERVICES, THE DRAGON LAW DATABASE OF LEGAL TEMPLATES OR ANY EMAIL OR OTHER COMMUNICATION MADE WITH DRAGON LAW (OR ANY OF ITS AGENTS OR AFFILIATES FROM TIME TO TIME), YOU SHOULD CONSULT WITH A FINANCIAL OR LEGAL PROFESSIONAL TO VERIFY DEADLINES AND DETERMINE WHETHER SUCH ACTIONS ARE APPROPRIATE FOR YOU BASED ON YOUR PERSONAL OR BUSINESS NEEDS. NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN REGARDING THE LEGAL OR OTHER CONSEQUENCES RESULTING FROM THE USE OF THE DRAGON LAW DATABASE OF LEGAL DOCUMENTS OR ANY ADVANTAGE SUBSCRIPTION.

13 Inappropriate Content

13.1 When accessing the Site, any Applications, or using our Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that:

- (a) is libelous, defamatory, obscene, pornographic, abusive or threatening; or
- (b) advocates or encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable laws or regulations.

13.2 Dragon Law will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or of any applicable laws.

14 Content Copyright Policy

14.1 Dragon Law respects intellectual property rights. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is

to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner.

15 **Use of the Services**

15.1 We reserve the right at all times (but will not have an obligation) to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Dragon Law, its users and the public.

15.2 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

15.3 You may not do any of the following while accessing or using the Services: (i) access, tamper with Dragon Law's computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

15.4 We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

16 **Indemnity**

You agree to defend, indemnify and hold us harmless from and against all liabilities, damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on

notice to you, to assume exclusive defence and control of any claim or action.

17 **Partial Invalidity**

The illegality, invalidity or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

18 **No Waiver**

No waiver of any breach under these Terms of Service will amount to a waiver of any other breach. The headings in these Terms of Service are for convenience only and do not affect interpretation.

19 **Termination**

The Terms of Service will continue to apply until terminated by either you or us as follows.

19.1 You may end your agreement with us at any time for any reason by deactivating your account and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services. If you are a subscriber paying monthly, you may be liable for a cancellation fee. Please refer to our Payment Terms. If you choose to deactivate your account, your account will be archived but open for reactivation at any time.

19.2 We may suspend or terminate your accounts or cease providing you with all or part of the Services if we reasonably believe: (i) you have violated these Terms of Service or our Payment Terms; or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer possible. In all events, we will try to notify you by the email address associated with your account or the next time you attempt to access your account.

19.3 In all such cases, the Terms of Service shall terminate, including, without limitation, your license to use the Services, except that clauses 7 to 19 shall continue to apply.

19.4 Nothing in this section shall affect our rights to change, limit or stop the provision of the Services without prior notice, as provided above in clause 5.

20 **Governing Law**

Any legal action or proceeding relating to your access or use of the Site, an Application or Services generally is governed by clause 10 (*Agreement to resolve disputes by binding arbitration*). These Terms of Service expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site or an Application.

Last updated 10th April 2017