

USER'S LNTV ONLINE TERMS AND CONDITIONS

As a User of the LNTV online programme and website, your authorised access and use of the LNTV online programme is governed by these Terms and Conditions. In accessing this website and utilising this service you agree to be bound by these Terms and Conditions.

1. DEFINITIONS

In these Conditions:

- 1) "the Company", "We", "Us", "Our" means Legal Network Television Limited;
- 2) "User", "You", "Your" means any solicitor or barrister or person similarly qualified in a jurisdiction outside England and Wales or employee or contractor or client of the Subscriber registered by the Subscriber as an authorised user with access to the Programmes;
- 3) "Programmes" means the Company's legal training and updating programmes to be provided pursuant to the Subscription;
- 4) "the Regulations" means The Training Regulations 1990 of the Law Society as amended or superceded from time to time and includes any rules, regulations, codes of practice or other directives issued by the Law Society for the purpose of the Regulations;
- 5) "the Subscriber" means the person, firm, organisation, authority or company with whom the Contract is made;
- 6) "the Subscription" means the Subscriber's subscription to the Programmes ;
- 7) words in the singular shall include the plural and vice versa, references to any gender shall include the other gender and references to legal persons shall include natural persons and vice versa;
- 8) the headings in these Conditions are intended for reference only and shall not affect their constructions.
- 9) the Address" means the address of the Subscriber shown on the application form or subsequently notified by the Subscriber to the Company;

2. GENERAL

These Conditions shall apply to the exclusion of any other terms and conditions contained or referred to in any communications and the provisions of these terms and conditions shall prevail in any event.

3. PROGRAMME DELIVERY

- 1) As a User you will be able to login and by virtue of a personal password access and download online the relevant Programmes and course material in accordance with the Subscriber's choice of channels and programmes.

2) All reasonable effort will be made to ensure that updates to the site takes place on a regular basis however we make no guarantee. We retain the right to remove any content we deem out of date at any time.

3) We use state-of-the-art technology to deliver online course materials and Programmes , which is compatible with most internet browsers. We are not liable if you cannot view the content due to firewalls, other hardware or software issues within your organization, or failure of any technology used by you. It is your responsibility to check that our technology works on your systems.

4) The right of access is personal to the Subscriber and its registered Users for as long as the Subscription is valid or for as long as the Company chooses to allow such access. Personal accounts may not be shared. Your passwords and login details must not be disclosed to any third party.

4. RIGHTS TO RECORD, COPY AND DISSEMINATE

1) The Subscriber is licensed for the period of its Subscription to arrange for the display, downloading, viewing and printing of the Programmes and other materials provided by the Company for and by its registered Users for purely educational, non-commercial and personal purposes.

2) All information, documents, products, software, and services comprised within or related to the Programmes provided on this website are at all times reserved to the Company . Except as expressly stated herein, none of the abovementioned materials may be copied or posted on any network computer or broadcast in any media or modified or made available to any other person or medium, or reproduced, distributed or republished in any form or by any means, including, but not limited to, electronic, mechanical, photocopying and recording.

3) No part of the Programmes or associated websites, including logos, graphics, or images, may reproduced or retransmitted in any way, or by any means, without the prior express written permission of the Company. The Subscriber and its Users may not, without the prior express written permission from the Company, "mirror" any material contained on the Programmes and associated websites on any other server.

4) Nothing in the Programmes or website shall be construed as conferring any license or permission by the Company of any of its intellectual property rights, whether by estoppel, implication, or otherwise.

5) Users shall take all reasonable steps to ensure that the Company's above mentioned rights are not in any way infringed, threatened or diluted.

6) Breach of paragraph 4 hereof will constitute a material breach of the agreement governing the Subscription service and the Company shall be entitled to terminate the Subscription and forthwith suspend all access to the Programmes and the service.

5. COMPULSORY PROFESSIONAL DEVELOPMENT

The Company shall use all reasonable endeavours to ensure that the Programmes and supporting materials can be used to secure qualifying periods of solicitors' continuing professional development under the Regulations but cannot accept any liability if:

a) the Regulations are changed so as to prevent or limit the use by the Subscriber to LNTV for the purpose of securing such qualifying periods;

b) the Subscriber or any User fails to use the service in a way which complies with the Regulations.

6. LIMITATION OF LIABILITY AND INDEMNITY

1) Nothing herein shall impose any liability upon the Company or its employees or contributors in respect of any defect in the Programmes or any material supplied by the Company in connection therewith arising out of the acts, omissions, negligence or default of the Company, its servants or agents;

2) The aggregate liability of the Company (whether in contract for negligence or breach of statutory duty or otherwise) to the Subscriber and its Users for any loss or damages of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the sum subscribed by the Subscriber to the Company in respect of the year in which the loss occurs;

3) The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of covenant or statutory duty calculated by reference to profits, income, production or accounts or by reference to accrual of such costs, claims damages or expenses on a time basis;

4) Nothing herein shall have the effect of excluding or limiting the liability of the Company for death or personal injury resulting from its negligence insofar as prohibited by United Kingdom law;

5) The User shall indemnify and keep indemnified the Company in respect of any loss, cost or expenses incurred by the Company as a result directly or indirectly of the breach of these Conditions, negligence, breach of statutory duty or infringement of the copyright or other intellectual property rights of the Company or any third party or through any other act, neglect or default on the part of the Subscriber, its servants, agents or employees;

6) While every effort is made by the Company to ensure the accuracy of the information contained in the Programmes the company accepts no responsibility or liability for any information given by a contributor, interviewer, presenter, performer, writer or any person associated with the Programmes. The Subscriber and individual Users will be responsible for checking the validity of any information in the Programmes, any literature or other materials supplied by the Company. Neither the Company nor its employees or contributors accepts responsibility for any loss or damage directly or indirectly suffered by the Subscriber or any third party as a result of the contents of or any information contained in the Programmes or other materials supplied by the Company;

7) The Company accepts no liability for any malfunction of any equipment installed by, or on behalf of, the Subscriber for the purpose of accessing audio, video or computer based materials or damage to any existing computer programme, software, or other data stored on the computer or IT system of the Subscriber or the User.

7. FORCE MAJEURE

Notwithstanding any provision of the Subscription and Conditions, the Company shall not be responsible or liable for any delay or failure in performance resulting from acts or events beyond its control, which shall include but not be limited to acts of God, third party lockouts or

other industrial disputes or action, riots, acts of war, epidemics, emergencies, acts of omissions of governmental or other competent authorities, fire, postal or delivery failures or delays or natural disaster.

8. TERMINATION

1) This Agreement may be terminated forthwith by the Company if the User shall be in breach of any of its obligations or undertakings contained herein. The User's login and access will be terminated forthwith

2) The Users rights and access to the Programmes under these Conditions will continue for the duration of the Subscription for as long as the User remains registered as such by the Subscriber.

9. NOTICES

Any notice to be given under the Contract shall be made by personal delivery, first class post, or email to the Address. Notice of change of the Address shall be given by one of the same means. Notices sent by personal delivery, email or fax shall be deemed delivered on the first working day following despatch confirmed by email or post and notice sent by post by the third working day following despatch.

10. DATA PROTECTION

Unless otherwise notified in writing by the Subscriber, the Company may use personal data about the Subscriber for the purposes of customer administration, marketing and selling, public relations and external affairs, management of agents and intermediaries, business and technical intelligence, research and statistical analysis and accordingly data may be disclosed to agents, intermediaries and other third parties. This data may also be disclosed to other persons for the purposes of marketing and selling other products and services.

11. MISCELLANEOUS

1) The Terms and Conditions embody the entire agreement between the parties and supersede all previous communications and agreement with respect to its subject matter;

2) All Users hereby acknowledges that it has not agreed to these Terms and Conditions in reliance upon any representation made by the Company but not embodied herein;

3) No modification of theses Terms and Conditions shall be binding on the Company unless made in writing and signed by an authorised representative of the Company;

4) The failure of the Company to insist upon exact performance of any provisions of the Terms and Conditions shall not be construed as the waiver of any subsequent default of a similar nature;

5) Any legality or invalidity of any part of the Terms and Conditions shall not affect the legality or validity of the remainder;

6) Any products offered in conjunction with the distribution of the Programmes or any advertisement thereof (whether or not supported by the Company) shall not be subject to these terms and conditions.

7) The rights granted hereunder are personal to the Users and may not be assigned, charged, or sub-licensed to any third party.

12. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties agree that the provisions of these terms and Conditions are personal to them and are not intended to confer any rights of enforcement on any persons employed by, consultants to or clients of the Subscriber or any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or any of its provisions.

13. PROPER LAW

These Conditions shall be interpreted in accordance with the Laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts.