

NCC Group's Online Depositing Terms and Conditions

The use of NCC Group's ("NCC Group") secure online escrow facility known as 'Escrow Live' ("Facility") and/or the use of any Secure File Transfer Protocol ("SFTP") used to send or make available documents and/or information to NCC Group are subject to the following terms and conditions (where applicable) which you should read carefully prior to using the Facility.

1. USE OF THE FACILITY

1.1 The Facility consists of the following:

1.1.1 a secure online portal through which clients of NCC Group can request information regarding their account and agreements ("Portal"); and

1.1.2 a secure online facility for clients of NCC Group to deposit escrow material electronically ("Deposit Facility").

1.2 The Facility is for use by clients of NCC Group who have one or more escrow agreements with NCC Group ("Clients"). NCC Group reserves the right to refuse access to the Facility for any reason.

1.3 In order to use the Facility, you should register your details online or contact your account manager and then you will be supplied with a user name and password ("Facility Security Details") in order to access the Facility.

1.4 You warrant that the information you provide through the Facility is correct and accurate to the best of your knowledge.

1.5. You agree to promptly inform your account manager at NCC Group of any changes in your role or responsibilities which mean you are no longer authorised to use the Facility.

2. USE OF THE PORTAL

2.1 Clients can request information regarding their account and escrow agreements through the Portal.

2.2 NCC Group will respond to such requests as soon as reasonably practicable.

3. USE OF THE DEPOSIT FACILITY

3.1 Clients can deposit escrow material electronically through the Deposit Facility.

3.2 Only code and documentation is allowed to be deposited using the Deposit Facility.

3.3 When you wish to use the Deposit Facility, login using your Facility Security Details and complete an online deposit form. This form must be completed before the electronic transfer can commence.

3.4 The material you deposit will be held on NCC Group's online deposit storage system and NCC Group shall copy the material onto appropriate portable storage media.

3.5 You acknowledge that NCC Group is not responsible for any inaccuracies or errors in the material that is deposited using the Deposit Facility.

- 3.6 You warrant that you have the full right, ability and authority to deposit the material.
- 3.7 You warrant that you will only make deposits in compressed archive file formats such as zip.
- 3.8 You warrant that the material your deposit is virus free, that each electronic compressed file will not be larger than 46GB (and that if it is, you will split it so that each electronic compressed file is less than 46GB) and that the total sum of each deposit will not be larger than 100GB (save as agreed in advance of the deposit with NCC Group).
- 3.9 You agree to pay NCC Group's additional fees for any deposit that exceeds the limits specified in clause 3.8 and/or for any fees or costs incurred by NCC Group as a result of your failure to comply with clause 3.8.

4. USE OF SFTP

- 4.1 In order to transfer documents and/or material to NCC Group via SFTP, you should contact your account manager to supply you with a user name and password ("SFTP Security Details" and together with Facility Security Details being "Security Details") and NCC Group's SFTP host details.
- 4.2 You warrant that the information you provide to NCC Group via SFTP is correct and accurate to the best of your knowledge.
- 4.3 You agree to promptly inform your account manager at NCC Group of any changes in your role or responsibilities which mean you are no longer authorised to send documents and/or materials to NCC Group via SFTP.
- 4.4 Clients can deposit escrow material electronically via SFTP.
- 4.5 When you wish to use SFTP, follow the instructions provided to you by NCC Group, including completing a deposit form. This form must be completed before the electronic transfer can commence.
- 4.6 NCC Group may copy the material transferred to it via SFTP onto appropriate portable storage media.
- 4.7 You acknowledge that NCC Group is not responsible for any inaccuracies or errors in the material that is transferred via SFTP.
- 4.8 You warrant that you have the full right, ability and authority to transfer the material.
- 4.9 You warrant that you will only transfer material via SFTP in compressed archive file formats such as zip.
- 4.10 You warrant that the material you deposit is virus free, that each electronic compressed file will not be larger than 46GB (and that if it is, you will split it so that each electronic compressed file is less than 46GB) and that the total sum of each deposit will not be larger than 100GB (save as agreed in advance of the deposit with NCC Group).
- 4.11 You agree to pay NCC Group's additional fees for any deposit that exceeds the limits specified in clause 4.10 and/or for any fees or costs incurred by NCC Group as a result of your failure to comply with clause 4.10.

5. SECURITY

- 5.1 You must protect and keep secret your Security Details. You must not record your Security Details in any way which might lead to their discovery and/or use by any other person ("Unauthorised Person").
- 5.2 You must take reasonable precautions in order to prevent the unauthorised use of any device that is logged into the Facility for the whole time that the device is logged into the Facility.
- 5.3 If you suspect that an Unauthorised Person has gained access to and/or used your Security Details, you must inform NCC Group immediately.
- 5.4 You acknowledge that you are solely responsible for:
- 5.4.1 all information that is transmitted to the Facility or via SFTP using your Security Details; and
 - 5.4.2 all actions in relation to the Facility of any Unauthorised Person who is logged into the Facility using your Security Details.

6. CONFIDENTIALITY

The confidentiality provisions of the escrow agreement in place between NCC Group and you shall apply to the material deposited using the Facility and transferred to NCC Group via SFTP.

7. LIMITATION OF LIABILITY AND WARRANTIES

Please read the limitation of liability provisions carefully as they limit the liability of NCC Group in relation to your use of the Facility and the transfer of material via SFTP.

- 7.1 Nothing in these terms and conditions shall exclude or limit any liability that it is not permissible to exclude or limit. In particular, but without limitation, nothing in these terms and conditions shall limit NCC Group's liability for death or personal injury caused by its negligence or fraudulent misrepresentation.
- 7.2 Whilst NCC Group has taken reasonable steps to ensure the security and correct functioning of the Facility, no warranties or representations are given (either express or implied) that:
- 7.2.1 the Facility is secure or will function correctly; and
 - 7.2.2 the Facility will be available at all times.
- 7.3 NCC Group shall not be liable for loss or damage suffered by you through the use of the Facility and SFTP except to the extent that such loss or damage is directly caused by NCC Group's negligence or breach of contractual or statutory duty. In the event of a claim or claims against NCC Group by you for loss or damage, NCC Group shall only be liable in the aggregate amount of £50,000 for all claims. NCC Group shall not be liable for any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of business or depletion of goodwill) in connection with the use of the Facility and SFTP even if such loss or damage was reasonably foreseeable.

7.4 By using the Facility and transferring material via SFTP, you warrant that you are complying with all applicable laws and regulations which govern the:

7.4.1 use of online facilities; and

7.4.2 import, export or transmission of software and any other electronic data.

7.5 You agree to indemnify and hold harmless NCC Group from any losses, damages, fines, costs and expenses that NCC Group incurs as a result of your breach of any applicable laws or regulations referred to in clause 7.4.

8. CHANGES TO THE FACILITY AND THESE TERMS AND CONDITIONS

8.1 The functions and availability of the Facility are subject to change, suspension (for any reason including, without limitation, maintenance and/or upgrades) and termination by NCC Group without notification.

8.2 These terms and conditions are subject to change by NCC Group without notification. Your use of this Facility or SFTP indicates that you agree to be bound by the terms and conditions of the use of the Facility or SFTP at the time of each use of the Facility or at the time of transfer via SFTP. You should therefore ensure that you read the terms and conditions on this page prior to each use of the Facility or transfer material via SFTP.

9. INTERNET SAFETY AND SECURITY

In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, NCC Group reserves the right to monitor the use of the Facility without notifying the user. Monitoring includes (without limitation) checking for viruses and other malignant code, criminal activity, the deposit of illegal, seditious, pornographic, racist or other undesirable information or content which is unauthorised or which NCC Group considers as being in breach of generally accepted and reasonable information security policies.

10. ENFORCEABILITY

In the event that any provision of these terms and conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions. The unenforceable term will be treated as being replaced by an enforceable provision that is the closest to the intended purpose of the unenforceable provision.

11. GOVERNING LAW

These terms and conditions are governed by English law and any disputes regarding the use of the Facility or these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.