

Customer SaaS Terms and Conditions

Date: November 2018

Background

This agreement applies between you, the User of the CaseLines service (hereinafter referred to as the “Services”) and its associated facilities, and Netmaster Solutions Ltd, company number 03947790 of A2 Yeoman Gate, Yeoman Way, Worthing, BN13 3QZ (“NSL”), the owner of the Services.

Your agreement (and that of your employing organisation) to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Services. If you do not agree to be bound by these Terms and Conditions, you should stop using the Services immediately.

This agreement is supplementary to any Call-Off Contract and/or Order Form between the Purchasing Organisation and Netmaster Solutions Ltd which sets out the terms of the order for this Service from the Purchasing Organisation.

User Terms & Conditions

1. Definitions and Interpretation

1.1. In this Agreement the following terms shall have the following meanings:

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Services;

“Data Protection Legislation” and “DPL” means the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the Law Enforcement Directive (EU) 2016/680 and the Data Protection Act 2018;

“Premises” means our place(s) of business located at Belle House, Westminster, London SW1V 1JT and our Registered Office at A2 Yeoman Gate, Yeoman Way, Worthing, BN13 3QZ;

“Service” means collectively any online facilities, tools, services or information that NSL makes available through the Services either now or in the future;

“Services” means the facilities to create and collaborate over legal cases available to you through the website that you are using (www.caselines.com) and any sub-domains of this site (e.g. subdomain.caselines.co.uk) unless expressly excluded by their own terms and conditions;

“System” means any online communications infrastructure that NSL makes available through the Services either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any person that accesses the Services and is not employed by, and acting in the course of their employment with, NSL; and

“User Account” means collectively the personal information and credentials used by Users to access the Services;

2. Age Restrictions

2.1. No persons under the age of 18 should use the Services.

3. Intellectual Property

3.1. Subject to the exceptions in Clause 3.4 of these Terms and Conditions, all Content included within the Services or on any CaseLines website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of NSL, our affiliates or other relevant third parties. By continuing to use the Services and/or access our websites you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

3.2. Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Services unless otherwise indicated by the Services or unless given express written permission to do so by NSL.

3.3. The User and/or the Purchasing Organisation is expressly prohibited from using or exploiting any information provided by NSL (including, but not limited to, training materials, technical documentation, high level and low-level designs, service specifications and user guides) for any purpose other than for the effective use and management (including security management) of the CaseLines service.

3.4. Material from the Services may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

4. Third Party Intellectual Property

4.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

4.1. Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless given express written permission to do so by the relevant manufacturer or supplier.

5. Links to Other Websites

5.1. The Services may contain links to other sites. Unless expressly stated, these sites are not under the control of NSL or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site from any CaseLines website does not imply any endorsement of the site itself or of those in control of it.

6. Links to the Services or to Our Websites

6.1. Users wishing to place a link to the Services or to any CaseLines websites on other sites may do so only to the home page of the site www.caselines.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of NSL. The use of deep linking within emails to people associated with a legal case is permitted. To find out more please contact us by email at info@caselines.com

7. Use of the Services

7.1. When using the Services you should do so in accordance with the following rules:

7.1.1. You must not submit content that is intended to promote or incite violence;

7.1.2. The means by which you identify yourself must not violate these terms of use or any applicable laws;

7.1.3. You must not impersonate other people, particularly employees and representatives of NSL or our affiliates; and

7.1.4. You must not use the Services for unauthorised mass-communication such as “spam” or “junk mail”.

7.2. Except insofar as content submitted comprises evidence in a case in the Crown or Family Courts, or otherwise conforms to policies agreed between NSL and the Purchasing Organisation any content submitted must not:

7.2.1. contain obscene or vulgar language;

7.2.2. contain material that is unlawful or otherwise objectionable. This includes, but is not limited to, material that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

7.2.3. contain text or images of a sexual or violent nature without prior permission from NSL by email first, using info@caselines.com

7.3. You acknowledge that NSL reserves the right to monitor any use of the Services and all communications made to us.

8. User Accounts

8.1. In order to procure Services on this Services and to use the case creation and collaboration facilities you are required to create a User Account which will contain certain personal details which may vary based upon your use of the Services. By continuing to use this Services you represent and warrant that:

8.1.1. all information you submit is accurate and truthful; and

8.1.2. you will keep this information accurate and up-to-date.

8.2. Your creation of an Account is further affirmation of your representation and warranty. It is a strict condition that you do not share your User Account details, particularly your username and password. NSL accepts no liability for any losses or damages incurred as a result of your User Account details being shared by you. If you use a shared computer, it is essential that you do not save your User Account details in your internet browser.

8.3. If you have reason to believe that your User Account details have been obtained by another without consent, you should contact NSL immediately to suspend your User Account.

8.4. NSL reserves the right, in its own discretion, or at the request of the Purchasing Organisation, to suspend or cancel your User Account at any time.

9. Termination and Cancellation

9.1. Either NSL or you may terminate your User Account. If NSL terminates your User Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons. If you or we terminate your use of the service historic information pertaining to your use of the Services will continue to be stored in accordance with our Data Privacy policy.

10. Provision of Services

10.1. Provision of Services shall commence when your User Account has been registered and approved in accordance with any registration restrictions agreed with the Purchasing Organisation

10.2. NSL shall provide the Services with reasonable skill and care.

11. Privacy

11.1. Use of the Services is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. View the [Privacy Policy](#).

12. Data Protection

12.1. CaseLines is by nature a collaborative system designed to facilitate the processing of data necessary for the administration of justice, in compliance with relevant local and national judicial Practice Directions. CaseLines maintains appropriate technical and organizational measures to ensure the integrity, confidentiality and availability of the data held within the Service and does not store data outside the European Union. As a user you may have access to and may upload for use by others personal data, including special category personal data. Some of this data may have been gathered and uploaded to the Service without the knowledge or consent of the data subject. Such data may be shared with other organisations, including solicitors and counsel/attorneys, relevant experts whose opinion is sought in relation to the case, Her Majesty's Courts and Tribunal Service or court staff in the jurisdiction of the case, and members of the judiciary, subject to these provisions but without your prior agreement. By using the Service you agree to abide by the provisions of clauses 12.2 to 12.6 below.

12.2. Use for the purpose – that you will only use the information available to you in accordance with the DPL and for the purpose for which access was granted to you, and that you will not share such information with others within your Employing Organisation except insofar as it is necessary for the purpose and proportionate, ensuring that those with whom you share the information are aware of and comply with these provisions and in the requirements of the prevailing DPL in force within the UK/EU generally.

12.3. DPL or Freedom of Information Act (" FOIA") Requests for Access – that you will immediately notify the Purchasing Organisation if you receive a request relating to subject rights under the DPL or the FOIA in respect of any case to which you have been given access, and refer the requestor to the Purchasing Organisation.

12.4. Breach – if you become aware of any breach of confidentiality of the data held in respect of any case to which you have access, you will immediately inform the Purchasing Organisation, which shall deal with the matter and if necessary undertake to report to the Information Commissioner.

12.5. Confidentiality and Security – in addition to complying with all of the requirements of the service regarding the secure use of your account as set out in Clause 9 above, you will maintain appropriate technical and operational security when accessing the Service (e.g. not accessing the Service from shared public devices) and in relation to any information extracted by you from the Service. You will not transfer information obtained by you from the Service outside the European Union.

12.6. Data Controller – the principal Data Controller is the Purchasing Organisation which gave you access to a case on this Service. You acknowledge and accept that through your use of the Service your Employing Organisation may also be regarded as a Data Controller under the DPL, and thus liable for sanctions as a result of failure to comply with the provisions above.

13. Disclaimers

13.1. NSL makes no warranty or representation that the Services will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of the Services.

13.2. No part of the Services is intended to constitute advice and the Services should not be relied upon when making any decisions or taking any action of any kind.

13.3. No part of the Services is intended to constitute a contractual offer capable of acceptance.

14. Changes to the Service and these Terms and Conditions

14.1. NSL reserves the right to change the Services at any time. NSL reserves the right to alter these Terms and Conditions and or/its Privacy Policy at any time. Upon first logging in following a change you will be given an opportunity to review and accept any changes. Your agreement (and that of your employing organisation) to comply with and be bound by any amended Terms and Conditions is deemed to occur upon your first use of the Services following the change.

15. Availability of the Services

15.1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. NSL accepts no liability to Users under these Terms and Conditions for any disruption or non-availability of the Services.

16. Limitation of Liability

16.1. To the maximum extent permitted by law, NSL accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Services or any information contained therein. Users should be aware that they use the Services at their own risk. In particular, Users should not rely solely on their use of the Services for the purposes of preparing bundles or document retention and should have at all times paper and computer backup of files.

16.2. Nothing in these Terms and Conditions excludes or restricts NSL’s liability for death or personal injury resulting from any act or omission by NSL or for fraud on the part of NSL.

16.3. It is agreed between the User and NSL that in the event of there being any liability by NSL to the user that such liability should be restricted to a maximum of £2,000. This is based on existence of separate liability obligations between NSL and the Purchasing Organisation, the relative payment to be received by NSL and the availability of insurance to the User.

16.4. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

17. No Waiver

17.1. In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

18. Previous Terms and Conditions

18.1. In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

19. Notices

19.1. All notices / communications shall be given to us either by post to our Registered Office (see address above) or by email to info@caselines.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20. Law and Jurisdiction

20.1. These terms and conditions and the relationship between you and NSL shall be governed by and construed in accordance with the Law of England and Wales and NSL and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

You can check for latest version of User Terms and Conditions on our website:
www.caselines.com/legal