

Griffith, Williams & Co.

GWxChange Terms of Service

The GWxChange Terms of Service agreement is made by and between Griffith, Williams & Co., Chartered Accountants, (“GWC”) and the registered client (“Client”) effective on the date that registration for the client is completed with the following terms of service :

1. Purpose

GWC provides a free voluntary secure client area known as GWxChange, supplied through IRIS Group Limited, for the purpose of exchanging, viewing, and approving confidential electronic documents between the Client and GWC, as well as access to other documents provided and maintained by GWC.

2. Use

GWxChange is provided exclusively to the Client and intended for their sole use and the use of exchanging confidential documents between GWC and the Client only. The Client agrees to comply with all instructions provided and not to use the system for any immoral or illegal purposes. GWC may modify, suspend, discontinue or restrict the use of any portion of GWxChange, including the availability of any portion of the content at any time, without notice or liability. The Client may not use GWxChange in any manner which could damage, disable, overburden, or impair GWC’s website or interfere with any other party's use of GWxChange. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through GWxChange. GWC reserves the right to delete or temporarily remove any documents uploaded by the Client which infringe the use of GWxChange.

3. Confidential Documents

“Confidential Documents” means any information, disclosed by either party to the other, within GWxChange, which is relevant to their business dealings. All materials and information disclosed by either party to the other will be presumed to be Confidential and will be so regarded by the recipient, unless the recipient can prove that the materials or information are not Confidential.

4. Service Availability

The Client must be responsible for ensuring they have a suitable internet connection to effectively receive and use GWxChange. GWC agrees that GWxChange shall, to the best of their ability, be available to the Client 24 hours per day, 365 days per year. However, GWC make no representation or warranty that a 24 hour service will be available. GWC shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to GWxChange. GWC is not responsible for any problems or technical malfunctions of any telephone or network lines, computer systems, servers or providers, computer equipment,

software, failure of any e-mail to be received by GWC on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the Client's computer or peripherals related to downloading any materials from GWxChange. On detection of a fault, GWC may contact the client as soon as reasonably possible to inform them of any problems with the service. In the event that the service becomes unavailable for any reason, it is the Clients responsibility to ensure they have adequate backup copies of all information uploaded. Likewise it is the responsibility of GWC to ensure that adequate backup copies of all information prepared for the Client will be kept.

5. Security

Documents stored in GWxChange are securely encrypted and stored on servers based in the EU.

The use of GWxChange is restricted to authorised users only. Using GWxChange and its related services requires the use of a user name and password. The confidentiality of the user name, password and account itself are the responsibility of the Client. Any activities that occur under users' accounts are the Clients responsibility. You agree to notify GWC immediately of any unauthorised use of accounts or any other breach of security. The use of another person's username and password is expressly prohibited.

The Client acknowledges that the use of username and password is an adequate form of security. The Client is solely responsible for (1) authorising, monitoring, controlling access to and maintaining strict confidentiality of their user name and password, (2) not allowing another person to use their username or password, (3) any changes or damage that may be incurred as a result of their neglect to maintain the strict confidentiality of their username and password, and (4) promptly informing GWC in writing of any need to deactivate a username due to security concerns or otherwise.

GWC is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or the Clients authorisation to allow another person or entity to access and use GWxChange using their username or password. The Client shall immediately notify GWC of any unauthorised use of their username or password and any breach of confidentiality. Until GWC receives this notification, the Client will be held liable for any harm ensuing from the use of their username and password on GWxChange.

The Client acknowledges that, despite efforts to make GWxChange secure from unauthorised access, no system for electronic data transfer is completely secure.

6. Termination of Logon Account

The Client agrees to notify GWC immediately when their account is to be terminated. GWC will make every effort to terminate access immediately. However, the Client cannot be assured that access has been terminated until they receive confirmation of the termination from GWC.

7. Confidentiality

Both parties shall comply by the Data Protection Act and agree that they shall at all times (both during the term of this agreement and after its termination) keep confidential, and shall not use (other than strictly for the purposes of this agreement) and shall not, without the prior written consent of the other, disclose to any third party any confidential information, unless the information: (1) was public knowledge or already known to the party at the time of disclosure; or (2) subsequently becomes public knowledge other than by breach of this agreement; or (3) subsequently comes lawfully into the possession of the party from a third party. All documents and other records containing confidential information supplied to or acquired by either party to the other shall be returned promptly on termination of this agreement. GWC shall not be liable for any loss or theft of data which has been provided to and accessed by the Client.

8. Warranties

GWC make no warranty, expressed or implied, regarding GWxChange's security or efficiency. GWC do not warrant that GWxChange will meet the Clients requirements or will be suitable for the Clients purposes. The content and services are provided on an "as is" basis and GWC specifically disclaims any express or implied warranties, including without limitation, warranties of fitness for a particular purpose, warrants of merchantability or warranties against infringement. GWC and it's employees shall not be liable for any damages or losses, including, without limitation, indirect, consequential, special, incidental or punitive damages, resulting from or caused by the Client's use of GWxChange, any breach of security of GWxChange or any services provided herein. GWC does not warrant that GWxChange will be uninterrupted or error-free, that any defects will be corrected, or that GWxChange or the server that provided it is free of viruses or other harmful components.

9. System Updates

GWxChange will continue to be developed with additional features and GWC reserves the right to remove or replace certain features or facilities altogether should this be deemed necessary.

10. Document Storage

11. Termination

This agreement and the service associated with it may be terminated by GWC with or without cause and with or without notice at any time. GWC may at any time terminate in whole or in part GWxChange without notice or liability.

12. Miscellaneous

This Agreement does not modify or affect any existing or future engagement letter or agreement between GWC and the Client. GWC may, in its discretion alter, add to or delete the Terms and Service from time to time without any prior notice. Unless otherwise

specified by GWC all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on GWxChange.