

Terms and Conditions – Template Store

These Terms and Conditions apply to the purchase and use of Templates made available through Arvo Law's Template Store to our customers ("you", "your"). Any Order and Order Confirmation issued pursuant to these Terms and Conditions together form the Agreement between us. In the event of any conflict between these Terms and Conditions, the Order and the Order Confirmation, the Order Confirmation shall prevail, followed by the Order, and then these Terms and Conditions.

1. Interpretation

1.1 For the purpose of the Agreement, the following words and phrases shall have the following meanings:

"Agreement" means these Template Store Terms and Conditions, the Order and the Order Confirmation;

"Arvo Law" means Arvo Law Limited (registered number: 17064324) with registered address situated at 128 City Road, London, EC1V 2NX;

"Applicable Law" means all applicable statutes, by-laws, ordinances, subordinate legislation and other laws, including any judicial or administrative interpretation of them, in force from time to time in England and Wales;

"Business Day" means a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business;

"Confidential Information" means all information that is identified as confidential, or a reasonable person would deem as confidential in nature but excludes any information that: (i) is publicly available other than as a result of a breach of the Agreement by the party receiving the information, (ii) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party, without any obligation of confidentiality, (iii) is lawfully received by the receiving party from a third party, without any obligation of confidentiality; or (iv) is independently developed by the receiving party without use of or reference to the confidential information of the disclosing party;

"Consumer" has the meaning given in the Consumer Rights Act 2015;

"Data Protection Laws" means the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018;

"Effective Date" means the date on which the Order Confirmation is issued by Arvo Law;

"Fees" means the charges payable by you to Arvo Law in respect of a Template as displayed in the Template Store at the time of your Order, inclusive of VAT where applicable;

"Free Template" means any Template made available through the Template Store at no charge;

"Intellectual Property Rights" means copyright, patent rights, design rights, database rights, trade marks, domain names and all similar or equivalent rights or forms of protection whether registered or unregistered and which subsist or will subsist now or in the future in any part of the world;

"Licence" means the non-exclusive, non-transferable, limited licence granted to you under Clause 5;

"Order" means your request to purchase a Template through the Template Store;

"Order Confirmation" means the written confirmation issued by Arvo Law to you upon acceptance of your Order;

"Personal Data" has the meaning given to it under the Data Protection Laws;

"Template" means any standard legal template, precedent document or policy document made available for purchase or download through the Template Store;

"Template Store" means Arvo Law's online store forming part of its website at www.arvolaw.co.uk through which Templates are made available for purchase or download; and

"Terms of Business" means these terms and conditions.

1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular, and a reference to one gender shall include a reference to the other gender.

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 The Agreement shall be binding on, and enure to the benefit of, the parties to the Agreement and their successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Formation

2.1 By placing an Order through the Template Store, you are making an offer to purchase the relevant Template on the terms of the Agreement.

2.2 Arvo Law reserves the right to decline any Order at its absolute discretion, in which case any Fees received will be refunded to you in full.

- 2.3 The Agreement shall become binding on both parties on the Effective Date and shall remain in force until the download of the relevant Template has been completed or is otherwise provided to you.
- 2.4 Each Order placed pursuant to these Terms and Conditions shall form a separate and independent Agreement. These Terms and Conditions do not establish any ongoing, framework or master agreement between the parties.
- 2.5 You are responsible for ensuring that the details of your Order are complete and accurate before submission. Arvo Law shall have no liability for any errors in your Order.
- 2.6 Arvo Law reserves the right to withdraw, amend or suspend any Template from the Template Store at any time without notice, save that any such withdrawal shall not affect any Agreement already formed.

3. Delivery and Access

- 3.1 Upon formation of the Agreement and confirmation of payment, Arvo Law will make the relevant Template available for download through the Template Store or by such other means as notified to you in the Order Confirmation.
- 3.2 It is your responsibility to ensure that you download the Template promptly following receipt of the Order Confirmation. Arvo Law does not guarantee indefinite access to any Template following purchase.
- 3.3 Where you experience any technical difficulty in accessing or downloading a Template following your Order Confirmation, you should contact Arvo Law at the contact details set out in Clause 14, and Arvo Law will use reasonable endeavours to resolve the issue in a timely manner.

4. Nature of Templates

- 4.1 All Templates are described in the Template Store and are standard precedent documents provided for general use only. They do not constitute legal advice and must not be relied upon as such.
- 4.2 Templates are not tailored to your specific circumstances, requirements or jurisdiction. It is your responsibility to review, adapt and, where appropriate, seek independent legal advice before using any Template in connection with any transaction, arrangement or matter.
- 4.3 Templates reflect the laws of England and Wales as at the date of their preparation. Arvo Law accepts no responsibility for updating any Template to reflect subsequent changes in law, regulation or practice.
- 4.4 You acknowledge that the use of a Template does not create a client relationship, a consultant-client relationship or any other professional relationship between you and Arvo Law.
- 4.5 Arvo Law strongly recommends that you seek independent legal advice from a suitably qualified legal professional before using any Template, particularly in connection with high-value or complex transactions.

5. Licence Grant and Permitted Use

- 5.1 Subject to full payment of all Fees due (or, in the case of Free Templates, subject to the Agreement), Arvo Law grants you a non-exclusive, non-transferable, limited licence to use the

relevant Template solely for your own internal business or personal purposes.

- 5.2 The Licence permits you to:
 - (a) download and save a single copy of the Template;
 - (b) adapt and modify the Template for your own internal use; and
 - (c) use the Template or the adapted Template in connection with your own affairs.
- 5.3 The Licence does not permit you to:
 - (a) sell, resell, sublicense, redistribute, share, transfer or otherwise make available the Template, whether in its original or adapted form, to any third party;
 - (b) use the Template as the basis for, or as part of, any commercial template, document or precedent product or service;
 - (c) publish or make publicly available the Template or any adaptation of it;
 - (d) use the Template to train, develop, fine-tune, benchmark or otherwise inform any artificial intelligence system, machine learning model, large language model or similar automated system, whether for commercial or non-commercial purposes; or
 - (e) remove, obscure or alter any copyright notice, trade mark or other proprietary notice contained in or on the Template.
- 5.4 The Licence is granted in respect of a single purchase and relates to one download only. Each further download requires a separate Order. Unused downloads do not roll over and may not be accumulated.
- 5.5 The Licence is personal to you and may not be assigned, transferred or sublicensed to any third party.

6. Fees and Payment

- 6.1 The Fees for each Template are displayed in the Template Store at the time of your Order. Fees must be paid in full at the time of placing your Order. Arvo Law will not accept any Order without receipt of full payment.
- 6.2 Arvo Law accepts payment by such methods as are displayed in the Template Store from time to time. You warrant that you are authorised to use the payment method provided.
- 6.3 Where a Template is offered as a Free Template, no Fees are payable. Your access to and use of any Free Template is subject to the Agreement, including the Licence granted under Clause 5 and the additional disclaimers set out in Clause 10.
- 6.4 Arvo Law reserves the right to amend the Fees applicable to any Template at any time. Any change in Fees shall not affect any Order already confirmed.

7. Confidentiality

- 7.1 Each party will treat Confidential Information provided to the other party as confidential and will not disclose it to any third party except (i) where disclosure is required by law, (ii) to their professional advisers or insurers, or (iii) where necessary to provide the agreed Services.
- 7.2 Upon either party's request, the other party shall delete or destroy the requesting party's Confidential Information.

7.3 Arvo Law's Templates and other materials are Confidential Information and may not be disclosed to or relied upon by any third party without Arvo Law's prior written consent.

8. Data Protection

8.1 Arvo Law may process your Personal Data as controller in accordance with its Privacy Policy, including without limitation, for its own administrative, compliance, risk management, and other business purposes.

9. Intellectual Property

9.1 All Intellectual Property Rights in and to Templates (including all content, structure, formatting, methodology and underlying know-how) and any other documents, materials, templates, methodologies, or other work product provided by Arvo Law in connection with the Agreement or otherwise accessed via the Template Store shall remain Arvo Law's property.

9.2 Subject to full payment of all Fees due, Arvo Law grants you the Licence set out in Clause 5 to use the relevant Template. The purchase of a Template does not transfer any Intellectual Property Rights to you.

9.3 You may not reproduce, distribute, modify, or make available any Template or any other materials from our website (including the Template Store) to any third party without Arvo Law's prior written consent, save as expressly permitted under the Licence.

9.4 Arvo Law retains the right to use any general knowledge, skills, experience, and know-how acquired during the engagement, provided that Arvo Law does not disclose your Confidential Information.

9.5 Nothing in the Agreement shall be construed as granting, by implication or otherwise, any rights to Arvo Law's Intellectual Property Rights except as expressly set out herein.

10. Liability

10.1 Arvo Law's total aggregate liability for all loss and damage arising out of or in connection with the Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total Fees received by Arvo Law under the Agreement.

10.2 To the fullest extent permitted by law, Arvo Law shall not be liable for:

- (a) any indirect or consequential loss;
- (b) loss of profit;
- (c) loss of revenue;
- (d) loss of business opportunity;
- (e) loss of goodwill; or
- (f) loss of anticipated savings.

10.3 Arvo Law shall have no liability for any loss arising from your failure to seek independent legal advice before using any Template or from your use of a Template in circumstances for which it was not designed.

10.4 **Free Templates:** Certain Templates may be made available through the Template Store at no charge. Free Templates are provided entirely on an "as is" basis and without any warranty, representation or guarantee of any kind, whether express, implied, or statutory. Your use of any Free Template is entirely at your own risk and to the fullest extent permitted by

Applicable Law, Arvo Law expressly excludes all liability in connection with any Free Template.

10.5 Except as expressly set out in the Agreement all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute, common law, or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.

10.6 Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud and fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited (including where you are a Consumer, any rights a Consumer may have under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or any other applicable consumer protection legislation).

11. Termination, Cancellations and Refunds

11.1 Arvo Law may terminate the Licence granted under the Agreement, immediately by written notice if you commit a material breach of the Agreement.

11.2 Where you are a Consumer making a purchase via the Template Store, this Clause 11.2 shall apply:

- (a) As Templates are digital content delivered by download, once you have accessed or downloaded a Template, you lose your right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, provided that Arvo Law has obtained your express consent to the immediate supply of the digital content before the cancellation period has expired and your acknowledgement that you lose your cancellation right upon download.
- (b) By placing an Order and proceeding to download a Template, you expressly consent to the immediate supply of the digital content and acknowledge that you will lose your right to cancel the Agreement upon download.
- (c) Subject to Clause 11.2(a) and your statutory rights, all purchases are final and non-refundable. Arvo Law will not issue refunds in respect of any Template that has been downloaded.
- (d) Where a Template is defective or inaccessible following a confirmed Order and Arvo Law is unable to resolve the issue within a reasonable time, Arvo Law will, at its discretion, either provide a replacement or issue a full refund of the Fees.
- (e) Nothing in this Clause 11 affects the rights of a Consumer under the Consumer Rights Act 2015 in respect of digital content that is not of satisfactory quality, not fit for purpose or not as described.

11.3 Termination shall not affect any accrued rights or obligations.

12. General

12.1 **Assignment:** Neither party shall assign nor transfer the Agreement without the other party's prior written approval, which shall not be unreasonably withheld.

12.2 **No partnership or agency:** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the

agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 12.3 **Entire agreement:** Subject to Clause 10.6, the Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.4 **Waiver:** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
 - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **Severance:** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 12.6 **Notices:** Any written notice given under the Agreement, shall be deemed to be sufficiently and duly given hereunder if sent to the receiving party either:
- (a) delivered by hand or by courier to the addressee, and shall be deemed received by the receiving party on the date of delivery to the addressee or to their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day;
 - (b) sent by certified or registered mail, and shall be deemed received by the receiving party on the Business Day that it was signed for as correctly received; or
 - (c) if sent by email, provided that no delivery failure notification is received by the sender, shall be deemed received by the receiving party on the date the email was sent to the addressee or their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day.
- The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action (for the avoidance of doubt, the provisions relating to services and notice under Civil Procedure Rules shall apply to such matters).
- 12.7 **Third parties' rights:** The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 12.8 **Variations:** No variation to the Agreement shall be effective unless it is agreed in writing and signed by each party. These Terms and Conditions may be amended by Arvo law from time to time and shall apply to any new Agreements formed from the date of publication.

13. Governing law and jurisdiction

- 13.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

14. Contact Us

- 14.1 If you have any questions about these Terms and Conditions or wish to contact Arvo Law in connection with the Templates, please contact us at: info@arvolaw.co.uk

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