

Terms and conditions of access and use

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Caseboard Limited ("Caseboard", "we", "us" or "our") is a company registered in England & Wales with Company Number 13547003, whose Registered Address is Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX.

These Terms govern your use of our service. As used in these Terms, "Caseboard service", "our service" or "the service" means the service provided by us, including all data, information, features and functionality provided by us, and includes our website (www.caseboard.io) and any connected or sub-domains, and user interfaces, as well as all content and software associated with our service. Please read these Terms carefully, including in particular Section 6 (Limitation of Liability).

By continuing to access and use the service you are deemed to have understood and agreed to the Terms, and you also agree to the terms of compliance with our Privacy Policy.

1. Definitions used in these terms and conditions

Terms mean these terms and conditions, which form the entire agreement between the User and Caseboard regarding use of the Service.

User means the individual accessing or using the service, or the company, or other entity on behalf of which such individual is accessing or using the service, as applicable.

2. Use of the service

Caseboard allows Users to access and use the service in accordance with these Terms. Absent permission in writing from Caseboard, Users may not use automated means to access the service or to gather, collect or scrape any material contained on or presented in it. Requests for API access should be sent to info@caseboard.io, and will be subject to separate terms and conditions including, without limitation, payment.

Users must not:

- Collect, gather, republish, sell, rent, sub-licence, show, exploit or redistribute a substantial part of the material from the service unless the relevant User controls or owns the rights to the relevant material.
- Use the service for any purpose which causes or may cause damage to the service or interferes with any other person's use of it, in a way which is unlawful, illegal, harmful, threatening, abusive or harassing, or in breach of any applicable law or regulation.
- Access, store, distribute or transmit any viruses, or any material which is illegal, harmful, discriminatory, offensive or damaging, in connection with their use of the Caseboard service.
- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Caseboard service in any form or media or by any means.
- Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Caseboard service.
- Use the Caseboard service to provide similar services to third parties.
- License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Caseboard service available to any third party.
- Access the Caseboard service in an unauthorised manner.

Users must not use the service to harm or otherwise interfere with the proper operation and integrity of the court, tribunal or wider judicial system in England and Wales or elsewhere. Users agree that, in the event that material is published to or made available through the service that is or should in fact be confidential, private or otherwise not be republished or disseminated further and if so directed by Caseboard by email, notice on our website or otherwise, to delete all copies of such material held by the User, to notify any person or entity to whom such material has been transmitted or made available and request its deletion, and to comply with any relevant court order or similar directive regarding publication or use of that material unless the User has come into possession of the material from an alternative source.

We have the right to suspend, restrict or remove any User's access to or use of the service at any time for any reason without prior notice.

In the event we deem there to be a breach of these Terms, we reserve the right to take any steps that we deem appropriate including but not limited to legal action. In the event that we take such steps, Users agree not to attempt or take any action to circumvent such steps.

3. Registration, accounts and acceptable use

To be eligible for any account on our service Users must be resident or situated in the United Kingdom.

Users may register for an individual free account by following the registration process on our service.

Users may register for an individual paid subscription account by following the subscription process on our service. To create and use a subscription account a User must register a payment card with us and agrees that such card will be charged a subscription fee in advance each month for so long as the User retains a subscription account. We reserve the right to change the subscription fee from time to time, and we will provide notice in advance of such subscription fee changes by email, on our website or other method we deem appropriate.

Subscription accounts run from month to month and automatically renew each month until terminated. A User may at any time request termination of their subscription account through their account settings page or by sending an email clearly requesting termination to subscriptions@caseboard.io. Upon requesting termination, the automatic renewal of the User's subscription account will be cancelled, and the User's subscription account will terminate at the end of the current month. The User will retain access to their subscription account until its termination but will no longer be entitled to request documents, and no pro-rata refunds of monthly subscription fees will be provided.

Users with subscription accounts may request access to certain court documents through the service, and such requests are included within the subscription fee subject to an acceptable use limit determined by us in our discretion. We will notify a User where a request is over the acceptable use limit, and charge that User's payment card (with their consent) the cost price for each document purchased over and above the acceptable use limit.

Caseboard obtains documents from the relevant court, and such requests must be authorised by that court. Such requests may be fulfilled the same day but can sometimes be delayed for days or longer. Caseboard provides no warranty or representation as to the speed of provision of documents requested by a User. On some occasions requests for documents are refused and Users acknowledge that making a request for a document does not guarantee that the document is available and will be provided.

Users must contact us (by email to subscriptions@caseboard.io) to create an account for or on behalf of a corporate entity, partnership or other similar organisation or group, which may be subject to different terms and conditions including, without limitation, as to payment.

Users with accounts (whether free or subscription):

- Must take appropriate steps to keep their password and any other login credentials confidential and secure.
- Must not allow any other person or entity to use their account to access the service.
- Must notify us in writing immediately if they become aware of any unauthorised use of their account or loss of their password.
- Must not use any other person's account to access the service.

We reserve the right to suspend or remove any User's account at any time for any reason in our sole discretion.

4. Intellectual property rights

Caseboard remains the owner of all copyright, database rights and other intellectual property rights it has in the service including without limitation in connection with its layout and presentation, and it reserves all its intellectual property rights. Certain material and content on the service may also be subject to intellectual property rights of third parties. No User shall acquire through its use of the service any right, title or interest in the intellectual property in the service or material contained on or presented through it. Nothing shall be construed as granting, by implication, estoppel or otherwise any license or right to use any intellectual property in the service or in material contained on or presented through the service.

You must not reproduce, modify, copy, distribute or use for commercial purposes any material contained on or presented through the service without Caseboard's written permission.

5. Links to other websites

Our Service may contain links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Caseboard shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise Users to read the terms and conditions and privacy policies of any third-party websites or services that they visit.

6. LIMITATION OF LIABILITY

Nothing in these Terms shall have the effect of limiting or excluding Caseboard's liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any other matter for which it would be unlawful for a party to limit or exclude its liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE ABOVE PARAGRAPH, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SUBJECT MATTER OF THESE TERMS, THE SERVICE AND THE USE OF OUR SERVICE.

Users acknowledge that certain material contained on and presented through the service is obtained from public sources which are sometimes updated infrequently or inaccurately. Caseboard endeavours to correct errors and keep the service up to date, but it provides no guarantee of this. The service is provided on an "as is" basis, and CASEBOARD PROVIDES NO WARRANTY OR REPRESENTATION AS TO THE COMPLETENESS OR ACCURACY OF MATERIAL CONTAINED ON OR PRESENTED THROUGH THE SERVICE, THAT THE MATERIAL IS UP

TO DATE, THAT THE SERVICE WILL OPERATE WITHOUT FAULT OR THAT THE SERVICE WILL REMAIN AVAILABLE. CASEBOARD ALSO GIVES NO WARRANTY OR REPRESENTATION THAT THE SERVICE IS FIT FOR ANY PARTICULAR PURPOSE.

SUBJECT TO THE PARAGRAPHS ABOVE, CASEBOARD WILL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSSES RESULTING FROM ACCESS, USE OR RELIANCE ON THE SERVICE OR MATERIAL CONTAINED ON AND PRESENTED THROUGH IT, LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING IN CONNECTION WITH YOUR USE OF THE CASEBOARD SERVICE AND THESE TERMS.

7. General

Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the England and Wales.

Jurisdiction. Users irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter (including non-contractual disputes or claims).

Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Waiver. No failure or delay by Caseboard to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Entire agreement. These Terms contain the whole agreement between the parties relating to its subject matter and superseded.

Changes to Terms. Caseboard may vary these Terms and any other policies or statements relevant to your use of the service at any time. Revised terms will apply from the date of publication on the service. Users should check the Terms regularly.

Third party rights. These Terms of Use do not confer any rights on any other person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Assignment. You are not permitted, without our prior written consent, to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms. Users agree that we may assign, transfer, charge, sub-contract or otherwise deal with our rights under these Terms at any time.

No partnership or agency. Nothing in these Terms is intended to or shall operate to create a partnership between Caseboard and any other party to act as agent for the other, and no party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).