



## 1 APPLICABILITY

- 1.1 These Online Dispute Resolution specific terms (“Service Specific Terms”) apply when you purchase a license to use or access Online Dispute Resolution (“the Service”) as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Service Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Service Specific Terms, annexes, schedules and general or master terms and conditions.

## 2 SCOPE OF THE LICENCES

### 2.1 Licence Types.

**Authorized Users:** Named employees and contractors under your control to whom you provide a log-in identification to access the Service on your behalf; provided that the maximum number of Authorized Users is set out on the Order Form.

**Designated External Users:** Individuals outside your organization who you invite to access the Service and includes but is not limited to disputing parties, advisors, representatives, witnesses, expert witnesses, mediators, arbitrators and judges.

- 2.2 **Scope of Use.** All user access to the Service is on a named individual (human) user basis by way of unique username and password. Only a single user may access the Service through any individual user account. You and your Authorized Users and Designated External Users shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of the Service.
- 2.3 **Designated External Users.** If licensed, you may provide access to your instance of the Service to your Designated External Users solely for the purpose of collaborating on services you are providing in the normal course of your business. You are responsible for the terms on which you supply the Service provided that you are responsible for your Designated External Users’ compliance with the terms of the Agreement and you provide all support to your Designated External Users. Designated External Users’ access and use must only be made available in the manner and using the functionality we make available to you within the Service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Designated External Users’ access when your Agreement for such licenses expires or is terminated.

- 2.4 **Responsibility.** Unless otherwise agreed with us, you are responsible for the administration of all access to the Service, including allocation and removal of access, and for the actions of all Authorized Users. You may only grant administration rights to identified Authorized Users. You are responsible for all access to the Service through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

## 3 YOUR CONTENT

- 3.1 Your content is any information, data, materials or other content that you, Authorized Users or Designated External Users upload or submit through the Service (“Your Content”). All output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of the Service by or on behalf of you, any Authorized User or Designated External User, or any of our content including tools, data or information obtained from us or through one of our other Services. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Authorized Users or as otherwise expressly required by applicable laws. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the Service for up to fifteen (15) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these Service Specific Terms shall supersede any license agreements between you and us for any of our other services.