

Terms & Conditions of Service

This agreement (the "Agreement") is made by and between Cayman Islands Judicial and Legal Information Website and you (the end user client, as an individual or business entity, in either case, "you"). The effective date of this Agreement is the date on which you register for online access via <https://www.judicial.ky> (the "Effective Date"). In consideration of the mutual agreements and covenants contained in this Agreement, the adequacy and sufficiency of which are acknowledged by the parties to this Agreement, CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE and you (the "Parties") agree as follows:

1. Definitions

"The Cayman Islands Judicial and Legal Information Website Customer Service Portal" or "Service" means the software and service provided by CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE at <https://www.judicial.ky> and any upgrades or new releases and related documentation whether in written or electronic form.

2. Acceptance of Terms

CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE provides this Service for the use and convenience of our users. CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE provides you a right to access and use the Service pursuant to the terms of this Agreement.

By using the Service, you are agreeing to all of the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions of this Agreement, CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE is not willing to allow you to use the Service. Your continued use of the Service now, or following the posting of changes in the Terms & Conditions of Service, will indicate acceptance by you of such Terms & Conditions, changes, or modifications.

3. Intellectual Property and Privacy

You agree that title to, and all intellectual property rights in the Service, underlying software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner which owner shall be entitled to enforce those rights directly against you.

You agree not to violate the intellectual property rights of CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE or any third party in the use of this Service.

CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE will adhere to their Internet Privacy Policy as stated at <http://www.judicial.ky>.

4. Indemnification

You agree to indemnify and hold harmless CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE, its parents, subsidiaries, affiliates, officers, directors, employees, service providers including Brac Informatics Centre Ltd., and agents from any and all claims, damages, costs, liabilities, expenses or lawsuits, including reasonable attorneys' fees, arising out of or in connection with your use of the Service.

5. Security

Although information that you transmit through the Service may be password-protected and using Secure Sockets Layer (SSL cryptographic protocols designed to provide communication security over the Internet), CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE does not guarantee the security of any information transmitted or stored through the Service. You agree to assume the security risk for any information that you transmit or store through the Service and CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE and its service providers including Brac Informatics Centre Ltd., agents and licensors specifically disclaim any liability arising in connection with any theft or other loss of your information transmitted or stored through the Service.

6. Confidentiality

The Parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement which is reasonably identified by either Party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement. The obligations aforesaid shall not apply to any material or information which is in the public domain (other than as a result of a breach of this Agreement); or, already known to the receiving party, or, lawfully received from a third party and/or ordered to be disclosed by any court or other tribunal or regulatory authority of competent jurisdiction.

7. Disclaimer of Warranties

The information contained in this website is current and correct at the time of upload. However it should be appreciated that changes occur on a daily basis, most of which are known to us, but some may not.

The Cayman Islands Government and Agencies contributing to this website will in no event be liable for any loss or damages whatsoever arising from the information contained in this website, however caused.

CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, (V) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE AND ITS SERVICE PROVIDERS INCLUDING BRAC INFORMATICS CENTRE.

8. No Liability for Unauthorized Use

You are solely responsible for ensuring that each password or encryption key for the Service is utilized only by you or, if applicable, by your authorized employees and agents. CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE and its service providers including Brac Informatics Centre Ltd., agents or licensors shall have no liability for any loss, claim, damages or other liability that may arise from the unauthorized use of a password or an encryption key. If a password or an encryption key is lost or stolen, it is your responsibility to notify CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE of such loss or theft so that the password or encryption key can be deactivated and a new one assigned. If any of your employees or agents shall no longer be authorized to use a password or an encryption key it shall be your responsibility to notify CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE. CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE will use commercially reasonable efforts to effect password deactivation requests as soon as practicable after their receipt in writing from you or your representative.

9. Limitation of Liability

9.1 Neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or any indirect or consequential loss or damage whatsoever.

9.2 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

10. Export Restrictions

This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export of the Service from the Cayman Islands, which may be imposed from time to time by the Government of the Cayman Islands. Persons from or in certain restricted countries may be prohibited from using the Service. You acknowledge that CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE may restrict any use of the Services that CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE deems to be in violation of Cayman Islands export restrictions.

11. Term and Termination

11.1 This Agreement is effective as of the Effective Date and shall remain in effect until it is terminated.

11.2 CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE may terminate this Agreement at any time and for any reason, including, but not limited to, if CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE finds that you have violated any of the terms of this Agreement.

12. Modifications

CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE reserves the right to change the Terms & Conditions of Service at any time. By continuing to use this Service after such changes, you agree to be bound by such changes. We recommend that you review this site periodically to ensure that you are aware of all changes.

13. Force Majeure

Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

14. Assignment

14.1 You shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE, such consent not to be unreasonably withheld or delayed.

14.2 CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.

15. Entire Agreement

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

15.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

16. Invalidity

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

17. Waiver

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

18. Data Protection

18.1 Except as described in this Agreement or as may be agreed in writing between you and CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE, CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE may not disclose any personal information you give CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE except for the purpose of processing a specific claim.

18.2 Your personal information will not be used for any purposes or disclosed to any persons, except as described in this Agreement or as may be agreed in writing between you and CAYMAN ISLANDS JUDICIAL AND LEGAL INFORMATION WEBSITE.

19. No Partnership

Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

20. No Third Party Rights

Save as provided by the terms of this Agreement a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

21. Operative Law

The terms of use shall be governed by and construed in accordance with the laws of the Cayman Islands, which shall be the exclusive jurisdiction for any claim or action arising out of or relating to these Terms or the use of the Website. Any such claim or action shall be filed only in the courts of the Cayman Islands and you will submit to the jurisdiction of such courts for the purpose of litigating any such claim or action.

Those who choose to access this Website from outside the Cayman Islands do so on their own initiative and are responsible for compliance with applicable local laws.