

## BDLEX SUBSCRIBER AGREEMENT

Terms and conditions for the use of the website Bdlex

[www.Bdlex.com](http://www.Bdlex.com)

### 1. DEFINITIONS

1.1. The term "provider," including all its synonyms and would mean "Bdlex.com," and Bdlex Information Solutions Private Limited having its registered office at Eastern View, 4<sup>th</sup> Floor, 50 DIT Extension Road, Naya Paltan, Dhaka 1000 Bangladesh (Hereinafter termed as "Bdlex"). The term would also include any agent(s) who have been so authorized by Bdlex to act in their behalf.

1.2. The term "authorized user" would include any person, whether an individual or a legal entity who has subscribed to the services of Bdlex, and to whom the access is restricted by the use of a sign in user name and a password. The user name and password are either allotted by Bdlex or chosen by the user or agreed upon by Bdlex. It is made abundantly clear that only the authorised user has the right to access the services so offered by Bdlex. Sharing of passwords is not permitted and may result in termination of services.

1.3. For the purposes of this subscriber agreement, any person who does not have a legal or a contractual right to access the services, but does so, will fall within the definition of an "unauthorised user" and will be subject to the terms and conditions, and expressly so with respect to respecting the intellectual property rights of the provider, and abiding by licensing terms and conditions.

1.4. The term "User" would include both the authorised and unauthorised user(s)

1.5. The terms "service" or "services" would mean to include the interactive online information service offered by Bdlex on the internet through which the user may access judgments, statutes, rules and procedures etc. the terms would include to mean the search tools through which the user can search through the hosted databases and information using a number of search tools that are present with a selection matching their search criteria. Users then select one or more of the items presented to view the full document/ record.

1.6. The term "organization" would be used to define any company, partnership firm, institute, trust or any such entity which has a legal personality but is not a natural person.

1.7. The term "Downloaded Data" means insubstantial portions of the Data downloaded and temporarily stored to a storage device under Subscriber's exclusive control.

1.8. The term "Order Form" means any order form attached to this Agreement, either in print or online, setting out the Data and Features including subscription plan available to Subscriber and the price charged there of.

### 2. WEBSITE LICENSE

2.1. The services so offered by Bdlex, are subject to the user agreeing to all the terms and conditions of the license. Notwithstanding any / all clauses, the terms shall be applicable mutatis mutandis on subscriber during the subsistence of subscription period ( which includes period of renewed subscription )

2.2. Bdlex grants the user a non-exclusive, non-transferable, revocable, limited license to access and use for research purpose the online services and materials from time to time made available

2.2 a. The right to electronically display materials retrieved from the online services to no more than one person at a time.

2.3. The license includes the right to download and temporarily store insubstantial portions of data ("Downloaded Data") to a storage device under subscriber's exclusive control.

(i) To display internally such downloaded data

(ii) To quote and excerpt from such downloaded data (appropriately cited & Credited) by electronic cutting & pasting or other means in subscriber's own work products.

(iii) To create printouts of substantial portions of data for internal use and for distribution to third parties if such third parties agrees not to distribute the printouts.

2.4. Bdlex reserves the right to terminate this license at any time for any reason in case any of the terms are revoked.

2.5. No material/content downloaded from the Web Site of Bdlex shall be reproduced, transmitted or stored in any other Web Site nor shall any of its pages be disseminated, either in electronic or non-electronic form, or included in any public or private electronic retrieval system or service without the prior written permission of Bdlex.

2.6. It is made abundantly clear that Bdlex does not have absolute control over the contents posted on the web site and hence does not guarantee the accuracy, quality or integrity of such content. The views expressed in the article section of the web site are those of the respective authors and not of Bdlex. Any illegal or offensive content posted on the site, if detected, should be brought to Bdlex's attention for immediate action. Bdlex will not be responsible in any manner for any defamatory or contemptuous matter posted herein.

### 3. SUBSCRIPTION

3.1. In order to become and remain an authorised user a party has to

3.1.1. Complete the order form & sign the subscriber agreement.

3.1.2. Pay the subscription fee ~~in advance~~ applicable as mentioned in the order form;

3.1.3. Pay for usage of information/data according to the Bdlex product pricing policy. The subscription fee applicable and the product price information price card are available from Bdlex on request.

3.2. After payment of the subscription fee applicable and after reading this entire document and the Terms and Conditions and Copyright Notice contained in it, the intending subscriber should confirm that he/it accepts all the terms and conditions herein and agrees to be bound by them and to observe them strictly by clicking the "I accept" button on the program and/or by submitting to Bdlex the registration form included in this document. It is made clear that by clicking on the "I ACCEPT" button, the party gets all the rights and liabilities as it would have got in case of physically signed any document.

3.3. In the case of organisations the individual signing shall be presumed, by the act of signing, to have represented that he has the full authority of the organization to sign and act on its behalf. The organisation shall provide Bdlex with the names of all its members who will be the authorised users of the service and the said organization shall ensure that its access rights are restricted to members proposed by them. The organizations will be directly responsible and liable in case of any misuse of the service.

3.4. After completion of what is prescribed in 3.1 to 3.3 above, the subscriber will obtain his/its sign-in identity and password allotment/ permission to use which will constitute the offer and acceptance of the terms and conditions herein by Bdlex and the intending subscriber, thus constituting him/ it an authorised user herein permitted to avail the service and/or access the data and information of Bdlex, in any form, and shall hereinafter be referred to as "subscriber".

3.5. The subscriber shall be responsible for keeping secure the user identity and password required to access the Online Service. For the purpose of this Agreement, all actions performed by any person using the identity and password allotted to the subscriber shall be deemed to have been committed by the subscriber and the subscriber shall be liable for the same. The subscriber shall ensure that the password is kept confidential and the subscriber shall ensure that the password should not be shared with unauthorized users. Bdlex reserves the right to terminate the license at any time if it is found that the subscriber has been sharing the password with any unauthorized user.

3.6. An organisation may subscribe and obtain multiple license access for multiple users who are valid constituents of that organisation. For this purpose, paid employees of any organization, patrons of a library, and enrolled students, faculty and other staff members of an educational institution are considered "valid" constituents. Provided however, that the organisation shall bear the sole responsibility for ensuring the compliance with and observance of the terms and conditions herein entered by its constituents and shall be liable for actions of its constituents in relation to the Online Service and its contents.

3.7. The subscriber accepts that by the action of viewing and/ or downloading the information from the Bdlex website, it has performed the action of using the Bdlex website.

3.8. In addition to the subscription fee and usage charges, the subscriber is liable to pay any and all taxes, duties and levies which may be applicable as per law or regulation and which Bdlex may apply to the total billing of the subscriber.

### 4. PAYMENTS

4.1. Payments can be made either by a cheque/DD. No cash will be accepted. However The payment made against the Subscription is not refundable under any circumstances.

### 5. RENEWALS / DELAYED PAYMENTS

5.1. Subscriber intending to renew the subscription must ensure that renewal request alongwith the payment as due at the time of and for renewal is sent to Bdlex on or before the last due date i.e. the date until when the last subscription period is valid. The subscribers account will be deactivated on the expiry of validity period of subscription.

5.2 Without prejudice to its rights, Bdlex in its sole discretion shall reserve the right to extend the subscription/ access period in the event of receiving assurance to clear the renewal charges within a period not later than 15 days from the date of expiry of valid subscription period. Bdlex also reserves the right to recover the assured amount, in the event of non-renewal and non-payment from the subscriber in any legal manner, under civil or criminal law, and the subscriber shall be liable for any costs thereof.

### 6. MODIFICATIONS

6.1. The prices, terms and conditions and/ or other matters provided in the Price List, and any modifications carried out by Bdlex and any notices served upon the subscriber by Bdlex shall be deemed to be included in the terms and conditions herein.

6.2. Bdlex reserves the right to modify the terms and conditions including the subscription and the charges, and to introduce new ones. Such modifications shall become effective forthwith on the issue of either specifically to the subscriber or generally a notice to that effect by Bdlex by electronic mail.

6.3. The subscription amount paid by the subscriber shall be for the fixed term/ plan and any modification in the subscription charges shall be applicable on the commencement of next renewed plan term. However, the introduction of any additional feature/ database by third party content provider through Bdlex will be made available to the existing subscriber only after making up the deficit payment

6.4. The subscriber's continued use of service after the publication of the notice conveying the modification shall conclusively be deemed to be the acceptance of the modified terms and conditions.

6.5. Bdlex has the right to prevent access to all or part of the Web Site without notice, if the conduct of the user is in contravention with the Terms and Conditions of Use or the applicable laws. Bdlex shall have a right to make such additions to, deletions from and other modifications, as it may deem fit, of the database and in the database, and/ or the manner of presenting and providing such databases, including the basic structure and features thereof, without giving notice thereof to the subscriber.

6.6. Bdlex shall not be liable or responsible, whether under law or equity, for any delays, defaults or interruptions in the performance of the Service.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1. Except as expressly provided in the Terms & Conditions of Use of the Web Site Bdlex, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

7.2. The user agrees that copyrights, trademarks, patents, designs and other proprietary rights and laws protect the Web Site. Any rights not expressly granted herein are reserved.

7.3. The user is also cautioned against any conduct on his part that infringes or purports to infringe the copyright or other proprietary rights or laws. The user shall not, under any circumstances whatsoever, use the printouts of the material available on this Web Site for any purpose that violates the copyright or any other proprietary rights of Bdlex. The user shall not remove the copyright notices or other notices from the printouts of material taken from the Web Site.

## 8. COPYRIGHT LAWS

8.1. Content or information available on the Web Site Bdlex is protected by the Copyright Act and is subject to Bdlex's Copyright.

8.2. Certain information and data made available by Bdlex are the property of the content providers and are identified as such. Bdlex has been licensed by the content providers to store, catalogue and distribute this information to its subscribers. The information and data are protected by copyright and other intellectual property laws and no such right is deemed to have been transmitted by this arrangement to the user. As described elsewhere, the subscriber has obtained only the limited right to use, in the manner set out earlier, the information provided hereunder.

## 9. LIMITATIONS ON USE

9.1. The Content on the Web Site is for personal use only and not for commercial exploitation.

9.2. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from the Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the Site architecture, or extract information about usage or users.

9.3. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Web Site or the Content without Bdlex's prior written permission.

9.4. You may not alter, add, amend, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Web Site, except to the extent permitted above.

9.5. You may not use or otherwise export or re-export the Web Site or any portion thereof, the Content or any software available, on or through the Web Site in violation of the export control laws and regulations of Bangladesh. Any unauthorized use of the Web Site or its Content is prohibited.

9.6. Combine the whole or any part of the Data with any other software, data or material.

9.7. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Service.

9.8. Certain software used by Subscriber may not be capable of supporting the Service, and the performance of the Service will vary with the hardware on which it is used.

9.9. Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement.

9.10. Subscriber undertakes to use its reasonable endeavours to ensure that the Service shall not be accessed or used by third parties other than those entitled to do so by virtue of this Subscriber Agreement. In the case of IP based Access, the subscriber shall, prior to commencement of subscription, provide the list of users who will be referred to as 'Authorised Users' under this subscription agreement. IP subscription is valid for one office in single location only.

9.11. Subscriber shall use its reasonable endeavors to keep any Downloaded Data secure and to prevent any third party duplicating or otherwise reproducing in whole or in part Downloaded Data or any part thereof other than for the exercise of the rights granted by this Agreement, and shall use its reasonable endeavors to prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

9.12. The text of all the judgments provided on the site are computer generated. The authenticity, correctness and preciseness of the text of the judgments must be verified from the certified copy of the judgment.

## 10. TERMINATION

10.1. The services so offered by Bdlex, are subject to the user agreeing to all the terms and conditions of the license. In case any of the terms are revoked, Bdlex is entitled to terminate this subscription & discontinue the subscriber's right to access the Service. However Bdlex shall not be liable to make any refunds in the event of subscriber indulging into activities strictly refrained from.

## 11. CONSEQUENCES OF TERMINATION

11.1. The warranties and indemnities, the provisions in relation to the payment of money due to Bdlex and the restrictions on the rights of the subscriber in relation to the use of the Database, contained herein shall survive the termination or expiry of this subscription.

11.2. Upon termination, the user must destroy all materials obtained from the Web works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout Site.

## 12. LICENSE OF YOUR CONTENT TO PROVIDER

12.1. By uploading Content to submitting any materials for use on the Web Site, you grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative the universe.

## 13. ERRORS AND CORRECTIONS

13.1. Bdlex makes reasonable effort to ensure that the information provided on the Web Site is accurate but does not represent or warrant that the information available on or through the Web Site will be correct, accurate, reliable, uninterrupted, or timely.

13.2. Bdlex does not represent or warrant that the Web Site will be error free, free of viruses or other harmful components, or that the defects will be corrected.

13.3. The user is responsible for implementing sufficient procedures and checkpoints to satisfy his particular requirements for accuracy of data, input and output and for maintaining a means, external to the Web Site for the reconstruction of any lost data.

## 14. NO LEGAL ADVICE / PROCUREMENT REQUEST

14.1. Material or information contained on or made available through the Web Site is not intended to and does not constitute legal advice nor does it, in any manner establish a client – advocate relationship.

14.2. Bdlex in the Court database provides its own citation and in addition also provides the equivalent citations applicable to relevant case law published by other publishers. By doing so Bdlex is facilitating the user to access the database through various search features. Coverage of other/ all publisher citations should be incidental and not mandatory and user thus cannot claim the availability of other publisher citations as a matter of right.

14.3. Bdlex is not obliged to attend to procurement requests of users. Without prejudice to its rights, however, Bdlex shall on its discretion procure the requested document which if procured shall be made available to user as part of its database.

## 15. ADVERTISEMENTS

15.1. Bdlex may contain advertisements and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Web Site is accurate and complies with applicable laws.

15.2. Bdlex will not be responsible for the illegality of, or any error or inaccuracy in advertisers or sponsors materials.

## 16. PRIVACY

16.1. The user of the Web Site Bdlex is subject to Bdlex's Privacy Policy available through this link.

## 17. NOTICE

17.1. Except as provided in clause 8.2 hereof, no notice consent or the like (in this clause referred to generally as "notice") required or permitted to be given under this arrangement shall be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid registered post, courier or by electronic mail or facsimile transmission at his/ its address as set out above or as otherwise notified in accordance with this clause.

17.2. A notice given personally shall be deemed given at the time of delivery.

17.3. A notice sent by post or courier in accordance with this clause shall be deemed given at the commencement of business of the recipient on the date of receipt of the notice by the recipient or fourth business day following its posting whichever is earlier.

17.4. Notice sent by telex, electronic mail or facsimile transmission in accordance with this clause shall be deemed given at the time of its actual transmission.

17.5. The user is to keep himself aware of the terms and conditions of the website, by checking this page at least once on a month. No further notice shall be given to the user of the change in the terms and conditions one is subjected to.

## 18. SEVERABILITY OF PROVISIONS

18.1. The Terms and Conditions of Use incorporate by reference, any notices contained on the Web Site, the Privacy Policy, Copyright, Terms and Conditions, which together constitute the entire agreement with respect to access and use of the Web Site. If any provision of the terms of use is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

## 19. INDEMNIFICATION

19.1. You agree to indemnify and hold harmless provider from any third party claim, action, demand, loss, or damages (including attorney's fees and costs) arising out of or relating to your violation of these Terms of Use, your use of the Web Site, or your violation of any rights of a third party.

## 20. REMEDIES FOR VIOLATIONS

20.1. Bdlex reserves the right to seek all remedies available at law and equity for violations of the Terms and Conditions of Use, including but not limited to, the right to block access from a particular Internet address to Bdlex's website and its features.

## 21. GOVERNING LAW AND JURISDICTION

21.1. The Terms and Conditions of Use are governed by and construed in accordance with the Bangladesh Law and any action arising out of, or relating to these terms shall be subject to the exclusive jurisdiction of the appropriate Courts at Dhaka only and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

## 22. WAIVER

22.1. The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions herein.

## 23. EXCLUSION OF LIABILITY

23.1. Bdlex makes reasonable effort to ensure that the information provided on the Web Site is accurate but does not guarantee or warrants its accuracy, adequacy, correctness, validity, completeness or suitability for any purpose.

23.2. The information/material provided on the Web Site is provided on an "As Is" basis. Bdlex accepts no responsibility with respect to the information on the Site expressly disclaims to the maximum limit permissible by law, all warranties, express or implied, including but not limiting to implied warranties of merchantability, fitness for a particular purpose and non-infringement.

23.3. Bdlex shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Bdlex).

23.4. Bdlex shall not be liable in contract, tort, delict or otherwise for any loss of revenue business, anticipated savings or profits, loss of goodwill or data or for any indirect or consequential loss whatsoever, howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Bdlex).

23.5. Without prejudice to the generality of clause 24.3. And 24.4, in no event shall Bdlex, its Affiliates and/or Contributors be liable to Subscriber for any claim(s) relating in any way to

(i) Subscriber's inability or failure to perform legal or other research related work or to perform such legal or other research or related work properly or completely, even if assisted by Bdlex, its Affiliates and/or Contributors or any decision made or action taken by Subscriber in reliance on the Data.

(ii) any lost profits (whether direct or indirect) or any consequential, exemplary incidental, indirect or special damages relating in whole or in part to Subscribers' rights under this Agreement or use of or inability to use the Service, Features or Data even if Suppliers, its Affiliates and/or Contributors have been advised of the possibility of such damages.

23.6. Subscriber shall accept sole responsibility for and Bdlex shall not be liable for the use of the Service by Subscriber, or any User and Subscriber shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use

23.7. Bdlex disclaims all responsibility for any loss, injury, liability or damage of any kind resulting from and arising out of, or any way related to:

23.7.1. Any errors in or omissions from the Web Site and its content, including but not limited to technical inaccuracies and typographical errors 23.7.2. Any third party Web Sites or Content therein directly or indirectly accessed through links in the Site, including but not limited to any errors in or omissions there from

23.7.3. The unavailability of this Site or any portion thereof;

23.7.4. Your use of any equipment or software in connection with the Site; or

23.7.5. Your use of the Site.

23.8. Bdlex Information Solutions Pvt. Ltd. shall not responsible if any information/page is downloaded from Bdlex and after downloading complete/partial, text/information is altered/removed/obscured contained therein.

## 24. LIMITATION OF LIABILITY

24.1. Subscriber's exclusive remedy and Bdlex's entire liability under this agreement if any, for any claim(s), damages relating to the copyright in data made against them individually or jointly whether based in contract or negligence shall be limited to the aggregate amount of the charges paid by subscribers relative to the database which is the basis of the claim(s) during the period of subscription. The present indemnity shall remain in effect for the period of continued subscription.

24.2. None of the terms of this Agreement shall operate to:

(i) exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of Supplier or its Affiliates or the appointed agents or employees of Supplier or their Affiliates whilst acting in the course of their employment; or

(ii) affect statutory rights where this Agreement is entered into as a consumer transaction

## 25. LINKING TO THE WEB SITE

25.1. A User may provide links only to the homepage of this Web Site, provided

25.1.1. The user do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on this Site,

25.1.2. The user gives us a notice of such link by sending an e-mail to [contact@Bdlex.com](mailto:contact@Bdlex.com)

25.1.3. The user discontinues providing links to this Site if requested by us. If you wish to provide links to a section within the Web Site, you should forward your request to us at [contact@Bdlex.com](mailto:contact@Bdlex.com) and we will notify you if permission is granted, and if so, the Terms and Conditions of permission

## 26. LINK TO OTHER WEBSITES AND LINKING DISCLAIMER

26.1. Third party Content may appear on the Web Site or may be accessible via links from the Web Site. Bdlex shall not be responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content contained in any third party Content appearing on the Web Site. Bdlex has no control or authority either over the Content or presentations thereof, which solely represent the thoughts of the author and is neither endorsed by, nor does it reflect the belief of Bdlex.

26.2. Any claim either in contract, tort or otherwise relating to damages, loss, injury or determined caused by, or on account of reliance on such Content, is wholly disclaimed by Bdlex.

## 27. Force Majeure

27.1. Bdlex's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any Government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, failure of the Internet and other networks beyond the control of Bdlex, equipment failure, industrial or labour dispute, inability to obtain essential supplies and the like.

## 28. Applicable Laws & Jurisdiction

28.1 The Access to Bdlex is governed by the laws of Bangladesh & shall be subject to the jurisdiction of the competent courts in Dhaka, Bangladesh.

Name of the Subscriber

Address

Signature

Job Title

Date

Contact

Telephone

For Bdlex Information Services Pvt Ltd

Signature

Job Title

Date

Bdlex Information Services Pvt Ltd

Regd Office: Eastern View, 4<sup>th</sup> Floor, 50 DIT Extension Road, Naya Paltan Dhaka 1000 Bangladesh

Phone :01675 362420

Web: [www.bdlex.com](http://www.bdlex.com)

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