

REACH

Terms of use & EULA

January 2021



REACH end user agreement

Introduction

These are the terms of licence that apply to this application (and any update/upgrade to it) that we make available for download from any third party application store (App). These terms also apply to any of the services accessible through the App and our website [reach.taylorwessing.com] (Site). Use of your personal information submitted to or via the App is governed by our Privacy and Cookies Policy.

The Site and the App are provided by or on behalf of Taylor Wessing LLP (we, us and our). We are a limited liability partnership, registered in England. We are regulated by the Solicitors Regulation Authority of England and Wales, whose regulations can be found on their website at www.sra.org.uk.

BY DOWNLOADING THE APP OR ACCESSING AND/OR USING THE APP AND/OR THE SITE, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE APP OR THE SITE, AND YOU SHOULD NOT PROCEED FURTHER.

We reserve the right to change these terms from time to time by changing them on the Site and notifying you (with the updated terms being displayed on-screen or with a link to the updated terms) when you next start the App. These terms were last updated on 26/06/2020.

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Access to the App and Site

The App and the Site are intended for use only by persons who are at least 18 years of age. By using the App or the Site, you confirm to us that you meet this requirement.

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site. The Site is designed to work best with Google Chrome.

The App may only be downloaded, accessed and used on a device owned or controlled by you and running the relevant operating system for which the App was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to download the App you wish to download and to access and use the downloaded App.

You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to download the App to that device. You accept responsibility, in accordance with these terms, for all access to, and use of, the App by you on any device, whether or not it is owned by you.

You acknowledge that the mobile service provider for the device to which you download, or on which you access or use, the App may charge for internet access (including mobile data usage) on that device.

We restrict access to certain features, functions or content of, or services accessible through, the Site and the App to users who have registered with us. You are not obliged to register with us, but if you do not do so, you will be unable to use the applicable features, functions or content of, or access the applicable services through, the Site or the downloaded App. You must ensure that any registration details you provide are accurate and that you have received a valid invitation from us to register for an account. If you have not received an invitation from us to register for an account, you may not use the App or the Site.

If you choose, or you are provided with, a login ID (such as a username and password or other identifier) for accessing or using the Site and App, you must treat such information as confidential and must not reveal it to anyone else (including anyone else who may be part of a "family group" or equivalent sharing group permitted by any third-party application store). You are responsible for all activities that occur under your login ID and must notify us immediately of any unauthorised use of which you become aware (including if you suspect that someone may know your password). We reserve the right to disable any login ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms or if any details you provide for the purposes of registering as a user prove to be false.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of the Site or the App or that the Site or the App will respond at a certain speed (since this depends on a number of factors outside our control). There may be times when certain features, parts or content of the Site or App, or the entire Site or App, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site or App, or any features, parts or content of the Site or App.

What you are allowed to do

You may only use the App and the Site for non-commercial, personal use, and only in accordance with these terms (and in accordance with any applicable terms of any relevant third party service provider for the device to which you download the App, or on which you access or use the App or the Site) and only for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

Subject to the following sections, you may retrieve and display content from the App or Site on a computer or mobile device and store the App in electronic form incidentally in the normal course of use of your browser or mobile device. Additional terms may also apply to certain features, parts or content of the App or Site and, where they apply, will be displayed on-screen or accessible via a link.

What you are not allowed to do

Except to the extent expressly set out in these terms, you are not allowed to:

- republish, redistribute or re-transmit any part of the App or the Site;
- copy or store the App or the Site other than for your use as permitted by these terms and as may occur incidentally in the normal course of use of your browser or mobile device;
- 'scrape' content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site;
- store the App on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the App;
- remove or change any content of the App or the Site other than your own User Content or attempt to circumvent security or interfere with the proper working of the App or the Site or any server on which it is hosted;
- create links to the Site from any other website without our prior written consent, although you may link to the Site from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;

- use the App or Site in a way that might damage our name or reputation or that of any of our affiliates;
- breach any terms of employment or policies that apply to you by virtue of your employment or other relationship with us or any other organisation; or
- otherwise do anything that it is not expressly permitted by these terms.

All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them.

To do anything with the App or the Site that is not expressly permitted by these terms, you will need a separate licence from us. Please contact us, using the Contacting us details at the end of these terms.

Third party platform providers and application stores

Certain third party platform providers with whose devices and/or operating systems the App has/have been designed to be compatible oblige us to include certain additional provisions in these terms. These are set out at the end of these terms under Additional third party terms. These provisions come from the relevant third party platform providers, not us.

Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download the App. We are not responsible for these stores or (with the exception of the App) for anything provided by them and do not guarantee that they will be continuously available.

Intellectual property rights

We license, but do not sell, to you the App you download. We remain the owner of the App at all times.

All intellectual property rights in the App and in any content of the App (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos), are owned by us or our licensors. Except as expressly set out here, nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading the App or any content from the App.

The App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow

the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, Open Source Software). Please note that, to the extent that the App contains any **Open Source Software**, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (Open Source Licence Terms) and not under these terms, and you accept and agree to be bound by such Open Source Licence Terms. A copy of the source code for any **Open Source Software** contained in any App and the relevant Open Source Licence Terms will be made available to you upon request.

Features and content

You agree that downloading, accessing and use of the App and Site, since they are made available free of charge, are on an 'as is' and 'as available' basis and at your sole risk.

We reserve the right to change the format and features of the App by making the updated App available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download the updated App, but we may cease to provide and/or update content to prior versions of the App and, depending on the nature of the update, in some circumstances you may not be able to continue using the App until you have downloaded the updated version.

Where the App or Site makes content available, you acknowledge that such content may be updated at any time. We reserve the right to cease to provide and/or update content to the App or Site, with or without notice to you, if we need to do so for security, legal or any other reasons.

Whilst we try to make sure that content made available by the App and the Site consisting of information of which we are the source is correct, you acknowledge that the App and the Site may make content available which is derived from a number of sources, for which we are not responsible. In all cases, information made available by the App or Site is not intended to amount to authority or advice (including legal or professional advice) on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

Except as set out in these terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the App or Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the App or Site.

User content

The App and the Site may, from time to time, allow you to submit user-generated content (User Content) and may also allow you to communicate that content, either to selected recipients or in

public or semi-public areas, such as news feeds and comments sections (collectively User Content Areas). We do not control User Content submitted, nor are User Content Areas actively moderated. You are solely responsible for User Content as submitted by you and acknowledge that all User Content expresses the views of its respective authors, and not our views. For the avoidance of doubt, any details that you add to your profile (such as your designation and current job) and any résumés or responses to questionnaires are considered to be your User Content.

If you submit any User Content, you must keep it relevant to the purpose of the User Content Area to which you submit it and the nature of any topic.

User Content must not:

- contain, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, abusive, harassing, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), liable to cause anxiety, alarm or embarrassment, knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable ("Prohibited Content");
- impersonate any person or entity or otherwise misrepresent your relationship with us or with any other person or entity;
- contain, transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); or
- transmit or distribute any virus and/or other code that has contaminating or destructive elements.

You agree that, by submitting any User Content, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Content.

Whilst we do not pre-screen User Content, we reserve the right, in our sole discretion, to delete, edit or modify any User Content submitted by you and/or to close any discussion topic, at any time without notice to you.

Complaints about the content of any User Content must be sent to reach@taylorwessing.com reported via the Report Content function and must contain details of the specific User Content giving rise to the complaint.

External links

The App or Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

Our liability

Nothing in these terms shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation;
- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- for any other liability that, by law, may not be limited or excluded.

Subject to this, in no event shall we be liable to you for any business losses and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable and shall not, in aggregate, exceed £500.

Other than in relation to any marketing activity, all individuals representing themselves on the App or the Site as being a partner, associate or other employee of Taylor Wessing act in their own personal capacity and not on our behalf.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

General

You may not transfer or assign any or all of your rights or obligations under these terms.

All notices given by you to us must be given in writing to the address set out at the end of these terms.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.

These terms may not be varied except with our express written consent.

These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter. We are required by law to advise you that any

contract formed on these terms may be concluded in the English language only and that no public filing requirements apply.

These terms shall be governed by English law, except that if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) other than England or Wales, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that any dispute between you and us regarding these terms or the App will only be dealt with by the English courts, except that if you live in Scotland or Northern Ireland or any country of the European Union (excluding, for the avoidance of doubt, England or Wales), you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest.

Contacting us

Please submit any questions you have about these terms or any complaint or concern in relation to the App by email to reach@taylorwessing.com, by telephone on +44 20 7300 7300 between the hours of 9am to 5pm, Monday to Friday or write to us at:

Taylor Wessing LLP
5 New Street Square
Holborn
London
EC4A 3TW

Additional terms from third party platform providers

Apple

If the App that you download, access and/or use is downloaded from the App Store operated by Apple Inc. ("**Apple**"):

- your licence to use the App is limited to a non-transferable licence to use the App on an Apple-branded device owned or controlled by you and as permitted by Apple's usage rules published in its App Store terms of service, except that the App may be accessed, acquired and used by other accounts associated with you via Family Sharing or volume purchasing;

- you acknowledge and agree that:
 - Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact us, not Apple, using the Contacting us details in these terms;
 - we, not Apple, are responsible for responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation;
 - in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you;
 - to the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs and expenses attributable to any failure to conform to any warranty will be our sole responsibility and we are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed;
 - in the event of any claim by a third party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
 - although these terms are entered into between you and us (and not Apple), Apple and its subsidiaries are third party beneficiaries of these terms and, upon your acceptance of these terms, Apple Inc. (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary thereof;

- you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and

- you are not listed on any United States Government list of prohibited or restricted parties;
and
- you must comply with any applicable third party terms of agreement when using the App, such as your mobile phone provider's data usage agreement.

Google

If the App that you download, access and/or use is downloaded from Google Play:

You are allowed unlimited reinstalls of the App without any fee, provided that if the App is removed from Google Play due to (a) an allegation of infringement, or actual infringement, of any third party Intellectual Property Right; (b) an allegation of, or actual violation of, third party rights; or (c) an allegation or determination that such Product does not comply with applicable law (collectively "**Legal Takedowns**") then the App will be removed from all portions of Google Play and you will no longer have a right or ability to reinstall the App.

The App is provided free of charge and no purchases can be made in the App.

We grant to the User a nonexclusive, worldwide, and perpetual license to perform, display, and use the App. The "User" means you and may also include, but is not limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features.

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