IURIS TERMS OF USE

These terms of use govern your use of this website; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms of use or any part of these terms of use, you must not use this website.

You must be at least 18 [eighteen] years of age to use this website or consider as an Adult by local regulations. By using this website and by agreeing to these terms of use, you warrant and represent that you are at least 18 years of age or consider as an Adult by local regulations.

These Terms of use ("Terms") apply to (IURIS WEBSITE) and any other IURIS Website on or accessible via (IURIS WEBSITE) (collectively, the "Websites") that links to these Terms. We may periodically change the Terms without prior notice, so please check back from time to time. These Terms were last updated on September (DATE), 2024. By accessing and using this Site, you agree to these Terms. For an explanation of IURIS practices and policies related to the collection, use, and storage of our users' information, please read our Privacy Policy (Link)

By accessing or using the Websites, and the content and services available via the Websites, you signify that you have read, understand and agree to be bound by these Terms in all respects with respect to the Websites; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Websites.

As used in these Terms and the Websites, IURIS, us, and we refer to the IURIS network and/or one or more of its Member Firm. Each Member Firm in the IURIS network is a separate legal entity. For further details, please see (Website) See (Website) for a list of countries in which IURIS Firms operate.

Definitions and interpretation

For clarity and comprehension, we have defined certain words used in the Terms and on the Websites. Additional definitions are included elsewhere in the Terms.

"Content" means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.

"Member Firm" means a local partnership, firm or other entity that is a member of the IURIS network of firms, each of which is a separate legal entity, as well as any affiliate or subsidiary of any Member Firm.

"<u>Partner</u>" and "<u>Principal</u>" mean an individual who is a partner, principal, member, shareholder or equivalent of a Member Firm, in accordance with terminology commonly used in professional services organisations. Likewise "<u>office</u>" refers to any office of one or more Member Firms in the relevant jurisdiction.

"IURIS", "we" or "us" refer to the IURIS network and/or its individual Member Firms. "IURIS", "we" or "us", as used in individual articles and thought leadership pieces available on the Websites may, depending on context, refer to the IURIS network as a collective or to individual Member Firms.

"<u>IURIS Parties</u>" refers collectively and inclusively to the individual Member Firms of the IURIS network, including their respective officers, directors, partners, principals or equivalent; personnel; affiliates; business associates; licensors; and contractors and subcontractors.

"Registered User" means a User who has registered and created an Account with IURIS to access enhanced features of a Website.

"User" means all users of a Website.

"you" means you as an individual user of a Website.

In these Terms:

- i. the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms, and
- ii. the word "including", the word "includes" and the phrase "such as", when following a general statement or term (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word "or" between two or more listed matters does not imply an exclusive relationship between the matters being connected.

About Website

The Websites provide information about IURIS, including thought leadership and the services and products we provide. References to "the Website," "the Websites", and "(WEBSITE)" include all software, content and features provided within the relevant Website(s). In addition, in these Terms, all references to Websites addresses or URLs will also include any successor or replacement Websites containing substantially similar information as the referenced Website(s).

The Websites offer a range of interactive features, such as access to premium and personalised content, user profiles, reading lists, commenting and other publicly accessible collaborative features. We may add other features from time to time. Certain features are available only to Registered Users. For more information about registration, please see the Registration section of these Terms.

Copyright

Ownership of Content: All content on this website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, software, and any other material (collectively, the "Content"), is the exclusive property of IURIS or its licensor and is protected by international copyright laws. The compilation of all Content on this website is the exclusive property of IURIS and is protected by international copyright laws.

Limited License: You are granted a limited, non-exclusive, revocable license to access and use the Content for your personal, non-commercial use, provided that you do not modify, reproduce, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any Content, information, software, products, or services obtained from this website without the express written consent of IURIS.

Trademarks

All trademarks, service marks, and trade names (collectively, the "Marks") that appear on this website are proprietary to IURIS or other respective owners. You are not permitted to use these Marks without the prior written consent of IURIS or such third party that may own the Marks.

Use Of Site

The Websites and content available within them is for informational purposes only. Neither the Websites nor the content available within them constitutes professional advice, and neither should be relied upon by you or any third party, including for example to operate or promote your business, secure financing or capital in any form, obtain any regulatory or governmental approvals, or otherwise to procure services or other benefits from any entity. Before making any decision or taking any action, you should consult with professional advisers.

Acceptable Conduct

You will use the Websites only for lawful purposes. If at any time you become aware of any violation, by any person or entity, of any part of these Terms, you will immediately notify us **via this link** and provide us with assistance, as requested, to stop or remedy such violation.

Prohibeted Conduct

When using the Websites, you must not:

Post or Transmit Harmful Content:

- Share materials that are threatening, harassing, degrading, hateful, intimidating, or disrespectful to others.
- Disseminate content that is defamatory, libellous, fraudulent, or tortious.
- Publish obscene, indecent, pornographic, or otherwise objectionable materials.
- Share content that is harmful, invasive, or intended to damage or hijack operations, such as viruses, worms, Trojan horses, or any other malicious code or programs.

Infringe on Intellectual Property Rights:

 Post or distribute any materials protected by copyright, trademark, trade secret, privacy rights, or other proprietary rights without obtaining prior written consent from the rightful owner.

Use for Unauthorized Purposes:

- Engage in any commercial activities using the Websites or process data on behalf of third parties without authorization.
- Use the Websites for fraudulent, tortious, or unlawful purposes.

Disrupt or Interfere with Operations:

- Interfere with the operation of the Websites, including hacking or defacing any part of the Websites.
- Violate any server or network requirements, procedures, or policies used to make the Websites available.

Restrict Others' Use:

Restrict or inhibit any other person from using the Websites.

Create or Share Unauthorized Content:

- Create or share content without obtaining the necessary permissions from third parties.
- Post or transmit information that violates applicable laws or infringes on third-party rights or interests.

Exploit Website Content:

 Reproduce, modify, adapt, translate, create derivative works, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any part of the Websites without express prior written consent from IURIS.

Reverse Engineer or Tamper with the Websites:

 Reverse engineer, decompile, or disassemble any portion of the Websites, except where legally permitted.

Remove or Alter Proprietary Notices:

 Remove or alter any copyright, trademark, or other proprietary rights notices on the Websites.

Frame or Mirror the Websites:

 Frame, mirror, or incorporate any portion of the Websites into any product or service without express prior written consent from IURIS.

Use Automated Tools without Consent:

- Use any automated tools (e.g., robots, spiders) to retrieve, index, scrape, or gather content from the Websites.
- Reproduce or circumvent the navigational structure or presentation of the Websites.
- Harvest or collect information about users without express prior written consent from IURIS.

Consequences of Non-Compliance

If you fail to comply with these Terms (or if there are reasonable grounds for suspicion), we may suspend your access to the Websites or take any other appropriate actions.

Registrations

Certain features of the Websites are available only to Registered Users. Current examples include access to premium content, reading lists, and any on-site commenting or collaboration activities. Additional features may be made available to Registered Users over time.

How to register

To register, you will need to provide certain information about yourself and create a username and password. This combination of information ("Account") will be your Account as a Registered User.

Registrations may be accepted, rejected or cancelled by us at any time and for any reason. If your registration is cancelled, you will continue to have access to the Websites; however, you will no longer have access to features available only to Registered Users.

Registered user responsibilities

If you choose to register with us and become a Registered User, you agree you are solely responsible for your Account and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission. In becoming a Registered User, you also agree to:

- provide true, current, accurate and complete information about yourself as requested by us from time to time and notify us promptly of any changes to your information so that your Account information is current, complete and accurate;
- maintain the confidentiality and security of your Account, including your username and password;
- notify us immediately of any unauthorised use of your Account, Account password, or service provided through your Account, as well as any breach of security with respect to your Account, Account password, or service provided through it; and
- assist us, if and as we request, to stop or remedy any breach of security related to your Account.

Disclaimers

THE CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT IURIS IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE OR SERVICES TO YOU, NO SITE CONTENT IS INTENDED TO SERVE AS OR SHALL BE DEEMED INVESTMENT, LEGAL, CONSULTING OR OTHER REGULATED ADVICE, AND THAT YOU SHALL REMAIN SOLELY RESPONSIBLE FOR YOUR USE OF ALL SITE CONTENT AND ACKNOWLEDGE THAT ANY RELIANCE UPON THE SITE CONTENT SHALL BE ENTIRELY AT YOUR SOLE OPTION AND RISK. ALL CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IURIS AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE SITE CONTENT. IURIS SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEBSITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE SITE, OR PROVIDED BY THIRD PARTIES. NEITHER IURIS NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend (at the indemnified party's option), indemnify, and hold the IURIS Parties and their insurers harmless from and against any action, proceedings, claims, causes of action, demand, debts, losses, damages, charges, expenses and costs, including reasonable legal costs and/or any amount paid to settle any action or to satisfy a judgement and expenses of any kind and character whatsoever incurred by us relating to or arising from any content or information posted or transmitted by you using the Websites or otherwise arising out of your use of the Websites or use of the Websites by any third party who is given or gains access to the Websites due to your action or inaction. Your indemnification obligation to the IURIS Parties includes but is not limited to any instance where one or more of your Submissions (a) infringes any Third Party Content or other third-party intellectual property rights, or (b) is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

The IURIS Parties have the right at any time to forego the indemnification and assume the defence of any claim. Notwithstanding the foregoing, it is not the intent of the IURIS Parties to affect the rights of the IURIS Parties or their insurers to assume the defence or settlement of any claim against any IURIS Party for which insurance coverage is sought under any applicable insurance policy.

Third-party website & Providers

We may provide links to third-party websites, and some of the content appearing to be on this Site is in fact supplied, supported, or provided directly or indirectly by third parties, for example, in instances of framing of third-party websites or incorporation through framesets of content supplied by third-party servers. IURIS has no responsibility for these third-party websites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party content providers.

Governing law or jurisdiction

These Terms are governed by the laws of _____ without reference to the principles of conflicts of laws thereof.