

## **Concerto IP Limited Website Privacy Agreement**

The following expressions used in this Agreement have the following meanings:-

**GDPR** means the General Data Protection Regulation – Regulation (EU) 2016/679.

**Partner** means a person with whom we cooperate under subcontract or otherwise to provide services (whether for consideration or otherwise) in the course of our business (the expression having its commercial meaning without holding out a legal partnership to exist between us and any such person).

**Personal Information** means personal data (as defined in <u>GDPR</u>) which You provide passively through access to the Site, or navigation within it, or actively for purposes of a Site registration process.

Privacy Notice means our Data Protection and Privacy Notice for the time being in force

**Purposes** means the purposes mentioned in Paragraph 1 of our Website Terms & Conditions, administration of the Site or any facility it provides, enablement of your access to the Site or any such facility, and our contacting You by marketing communications if you have opted-in to receiving such communications from us (including any of the foregoing purposes partly or wholly fulfilled by an agent or sub-contractor we appoint to do so but only to the extent that any such agent or sub-contractor has been notified of these Terms and bound by them).

**Site** means our website located at www.concerto-iplaw.com.

**You** means you as a particular user of the Site defined as a person who has accessed any Site Content or made any internet connection with any page address of the site.

## 1. Collection, storage and use of Personal Information disclosed through use of the Site

**1.1.** In consideration of your using the Site, we may collect, store and use, for Purposes only, any Personal Information, subject to the terms of our **Privacy Notice**.

## 2. Security and disclosure of Personal Information

**2.1.** Except as provided in Paragraph 2.2, we will not disclose any Personal Information we collect; and we will take the reasonable precautions required by GDPR to prevent the loss,

- damage, misuse, unauthorized third-party access, disclosure, alteration and destruction of Personal Information we collect.
- 2.2. We may share Personal Information with other companies within our group (if we incorporate any and on the basis that our Privacy Notice applies to any such other company); confidentially to a potential buyer of our business, or any relevant part of it, but only as a part of a due diligence process, subject to a confidentiality agreement executed by the potential buyer and as permitted by GDPR; to a Partner where You are our client, we provide You with a legal service in cooperation with that Partner and the sharing is necessary for the establishment, exercise or defence of legal claims related to your legal affairs (or You have provided informed consent); or as necessary where we are required by law or regulatory requirement to disclose it or ordered to share it by a court or regulatory body having power to make such an order.
- 2.3. Nothing in this Agreement shall prevent us disclosing statistics in aggregate regarding visits or visitors to the Site for the purposes of promoting the Site and/or any other business development purpose provided that no such disclosure includes Personal Information which identifies You or enables your identity to be determined.

## 3. GDPR, updating of Agreement, date when it comes into effect, governing law, Jurisdiction

- **3.1.** This Agreement has been updated to comply with GDPR. We may further update this Agreement at any time, giving You notice by posting a copy so updated on the Site.
- **3.2.** This Agreement is subject to our <u>Privacy Notice</u> whose terms take precedence in the event that any term of this Agreement is found to be inconsistent with our <u>Privacy Notice</u>.
- **3.3.** By accessing the Site, You acknowledge that You have read this Agreement and agree to be bound by its terms and conditions from the time of your first such access.
- **3.4.** This Agreement shall be construed under English law and the courts of England shall have exclusive jurisdiction to resolve any disputes arising under it