



Concerto IP Limited Website Terms & Conditions

The following expressions used in these Terms & Conditions have the following meanings:-

Direct Website means a website accessible from the Site but excludes any Indirect Website

Foreign IP Professional means a professional IP practitioner other than a regulated UK Patent Attorney and other than a European Patent Attorney

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

Indirect Website means a website accessible from any Direct Website but not from the Site

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)

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

Registration has the meaning assigned to it in Paragraph 2.1

Relevant IP Professionals means practitioners other than UK and European Patent Attorneys in private practice in Europe

Relevant SNIPET Addressee means a person who is a businessman based in the UK with immediately available access to professional guidance from a UK Patent Attorney

Services Agreement means an Agreement as defined in our Standard Terms & Conditions for the provision of intellectual property services

Site means our website located at www.concerto-iplaw.com, and any of its pages

Site Content means any content on the Site (whether in a restricted area of the Site or otherwise)

Terms means these Terms & Conditions

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. Access Rights, Purpose of the Site, Limitations and Exclusivity

1.1. You are granted access in accordance with and subject to these Terms to any page of the Site carrying a link to them. By accessing any such page of the Site, You acknowledge that You have read these Terms and agree to be bound by them from the time of your first such access.

1.2. The purpose of the Site is to make available to its users:

- 1.2.1.** Marketing information about us, including appropriate information about us, our services and our culture, and information about the stock of intellectual property law and practice experience of our human resources, and from time to time, information about legal topics;
 - 1.2.2.** Certain IP information tools, including a schedule of our charges, directed to Relevant IP Professionals; and
 - 1.2.3.** Information about how to engage us.
- 1.3.** No Site Content is intended to provide legal advice or a substitute for legal advice. In particular, all Site Content on legal topics which may appear on the Site is intended only to provide general information to assist You in engaging with your qualified professional advisers and not as a substitute for such engagement. This general information is not likely to be complete and may not be relevant in any particular context.
- 1.4.** Any Synthesis publication which You access is addressed to Foreign IP Professionals who have immediately available access to IP advisers who are qualified for the European jurisdiction to which the Synthesis publication relates. If You access any Synthesis publication or any information provided under the Synthesis trade mark and You do not accord with the foregoing addressee description, You (i) undertake not to rely on that information or any part of it for any purpose whatsoever and to limit access to it to persons who accord with that addressee description and (ii) indemnify us and hold us harmless with respect to any and all claims arising directly or indirectly from any breach by You of the foregoing undertakings or either of them.
- 1.5.** Our SNIPET concessionary service is directed to Relevant SNIPET Addressees. If You access any SNIPET or any information provided under the SNIPET trade mark and You are not a Relevant SNIPET Addressee, You (i) undertake not to rely on that information or any part of it for any purpose whatsoever and to limit access to it to persons who are Relevant SNIPET Addressees and (ii) indemnify us and hold us harmless with respect to any and all claims arising directly or indirectly from any breach by You of the foregoing undertakings or either of them.
- 1.6.** Legal information is date sensitive. We do not undertake to update any legal information we provide on the Site.
- 1.7.** We do not warrant that Site Content is compatible with apparatus You may use to access, display, download or otherwise treat Site Content.
- 1.8.** No Site Content constitutes an offer of services acceptance of which would be binding on You or us. Except to the extent (if any) that our Services Agreement provides otherwise, no service or description of services referred to in any Site Content shall form any part of a contract for services which has been, or may be, concluded with You. Without prejudice to the undertakings and indemnity referred to in Paragraph 1.4, our concession to provide SYNTHESIS publications to You does not constitute a contract between us under which we are bound to provide (or to continue to provide) SYNTHESIS publications to You with any particular frequency, in any particular manner, to any particular standard or at all; and without prejudice to the undertakings and indemnity referred to in Paragraph 1.5, our concession to provide a SNIPET service to You does not constitute a contract between us under which we are bound to provide (or to continue to provide) that concessionary service

to You with any particular frequency, in any particular manner, to any particular standard or at all.

- 1.9. All Site Content (excluding content of Direct Websites we do not own and Indirect Websites) is protected by copyright which we or a Partner owns or exclusively licenses.

2. Gated Access

- 2.1. Access to any Site Content may be made subject to registration of your identity and/or your email address and/or the sector of business in which You are engaged and/or registration of other information or representations about You, and we may grant access to that Site Content on the basis of that registration but may decline such access in our sole discretion.
- 2.2. If the Site at any time includes an area restricted to our clients or other person or class of persons, access to it will be subject to security measures we consider appropriate, adhere to guidelines (if any) from our regulator(s), properly segregate information relating to one individual or body from information relating to all other individuals or bodies and have notified to each relevant client or other person or, where the restricted area contains client confidential information, have agreed those measures with the clients concerned.
- 2.3. Such security measures may, and normally will, include a requirement for persons seeking access to such restricted area to login using credentials (which may be unique to them or to a class of persons which includes them) provided to them directly or indirectly by us.
- 2.4. By logging in using any such credentials provided to You, You agree:
 - 2.4.1. That your login credentials are confidential;
 - 2.4.2. In particular, that You will not make your login credentials available to any other person;
 - 2.4.3. You will either keep no record of them or a record of them which You take reasonable precautions to safeguard; and
 - 2.4.4. To notify us immediately You have reason to believe that the confidentiality of your credentials may have been compromised.

3. Other websites

- 3.1. The Site mentions or otherwise contains the addresses of Direct Websites. We warrant that we have accessed at least the home page of all Direct Websites prior to inclusion of its address on the Site and that we are not aware that any such access to any of them has resulted in any impairment of any part of our IT systems, but no further warranty. We give no warranty in relation to any Indirect Website.

4. GDPR, updating of Terms, date when Terms come into effect, governing law, Jurisdiction

- 4.1. This Agreement has been updated to comply with GDPR. We may further update these Terms at any time, giving You notice by posting them so updated on the Site.
- 4.2. This Agreement is subject to our [Privacy Notice](#) whose terms take precedence in the event that any term of this Agreement is found to be inconsistent with our [Privacy Notice](#).
- 4.3. These Terms shall be construed under English law and the courts of England shall have exclusive jurisdiction to resolve any disputes arising under them.