

## Knowledge Portal User Terms of Use (Terms of Use)

These Terms of Use were last updated on 23 February 2017. We may change these Terms of Use from time to time. Please check these Terms of Use regularly as any changes are effective immediately upon posting to the Portal. Your continued use of the Portal after posting will be deemed acceptance of the changes.

*ACCESS IS RESTRICTED TO AUTHORISED USERS. IF YOU HAVE BEEN GIVEN ACCESS TO ANY PART OF THIS PORTAL BY MISTAKE PLEASE LEAVE NOW AND CONTACT US AS SOON AS POSSIBLE BY EMAIL AT [knowledgeproducts@nortonrosefulbright.com](mailto:knowledgeproducts@nortonrosefulbright.com)*

Within these Terms of Use a reference to:

**Access** means access to and use of the Portal and the Content in accordance with these Terms of Use

**Authorised User** or **you** shall mean any person who is authorised, and allocated a username and password for Access to the Portal, with such Access being based on the person's specific preferences notified on the "Preferences" page of the Portal, and **you** shall be construed accordingly

**Content** means any information or materials including but not limited to all or part of any text, graphics, layout, logos, images, audio material, films or other moving images, or otherwise available to an Authorised User on or via the Portal from time to time (including, anything made available for download) and/or such information or materials as delivered via email alert to an Authorised User based on the specific preferences they have made and/or where relevant the subscription of their User Company

**Norton Rose Fulbright entity/entities** shall have the meaning given to it in the [Legal Notices](#)

**Norton Rose Fulbright Party/Parties** shall mean a member, partner, shareholder, director, registered foreign lawyer, employee, agent consultant, contractor, or supplier, of a Norton Rose Fulbright entity

**Portal** shall mean the website hosting the Content which can be accessed from the Website or can be accessed from address <https://knowledgeproducts.nortonrosefulbright.com> or such other website address notified by to you by us from time to time

**Third Party Links** means any hyperlink to a third party website

**User Company** shall mean any organisation of which you are a director, officer, partner, member, employee, agent, contractor, representative or consultant for which you are acting in that capacity when you use the Portal and/or any Content

**we** means Norton Rose Fulbright LLP and **us** and **our** shall be construed accordingly

**Website** means the website located at [www.nortonrosefulbright.com](http://www.nortonrosefulbright.com) from which the Portal may be accessed, or such other website as notified by us from time to time.

Whilst using the Portal, you should note the following and you are required to comply with the following rules:

We have engaged the services of HighQ Solutions Limited (**HighQ**), an external third party, to host the Portal (our **service provider**). We have also engaged the services of Accenture (UK) Limited (**Accenture**), an external third party, to set up and operate our global services centre (our **global services centre**) in Manila, providing administrative support to us, including to administer the Portal. You acknowledge in order to offer this service, HighQ and Accenture will need certain contact details such as your name and email address. Your details will be stored by HighQ in the UK.

You agree that (i) we, HighQ and Accenture may collect, hold and use personal information (and email address) that you provide in accordance with our [Privacy Notice](#); (ii) you consent to us and Accenture using the email address you provide to send you Content and to the processing of your personal data in tracking your interaction with Content as described in **Interaction with Content** below; (iii) you agree to the terms of these Terms of Use; and (iv) you have read our [Cookies Policy](#), [Legal Notices](#), [Website Access Conditions](#) and the [website subscription services preference page terms and conditions](#) and you agree such agreements, consent, policy, notices and conditions shall be deemed part of these Terms of Use.

**The Portal: This paragraph is subject to any other express terms agreed by us in respect of a particular service accessed via the Portal.** The purpose of the Content uploaded to the Portal by us is to provide a general guide only. You acknowledge that such Content is provided for informational purposes only and

does not contain a full analysis of the law in any jurisdiction, nor constitute legal or other professional advice, nor a legal opinion of any Norton Rose Fulbright Party, and you and/or the User Company may not rely upon it. You and/or the User Company must take specific legal advice on any particular matter which concerns you and/or the User Company. If you and/or the User Company require any advice or further information, please speak to your usual Norton Rose Fulbright entity contact. You and the User Company acknowledge that granting of access to the Portal, or use of, the Content does not create or imply a solicitor/client relationship between you and any Norton Rose Fulbright entity, and use of the Portal and/or the Content is not incidental to, or part of, any matter or transaction that a Norton Rose Fulbright entity may be working on for you and/or the User Company or any other of its clients.

**Access:** This Portal is for use by Authorised Users only. In consideration for the rights granted herein, including the Licence, you and the User Company agree to use the Content and Portal in accordance with these Terms of Use. You shall keep your log-in details (including username and password) secure and confidential and not share these details with, or allow access by, anyone else. You and/or the User Company shall not allow the Portal to be used by anyone other than Authorised Users and shall, on suspecting that a person who is not an Authorised User has or has access to login details, immediately advise us of such fact using the email address below. You and/or the User Company shall be responsible for the use of this Portal by any person in contravention of these Terms of Use. From time to time, we may change login details and/or requirements, restrict access to some or all parts of this Portal, and/or issue instructions to any Authorised User which we believe are necessary for reasons of security or the quality of service provided by us to you or any other person and you shall comply with such instructions. You and the User Company are solely responsible for ensuring that any equipment used to access the Portal meets the minimum specifications necessary to allow such access and use.

If you choose or are provided with, a user identification code, password or any other piece of information as part of our security procedures. You shall, on suspecting that someone else knows your passwords (except someone permitted to do so under these terms and conditions), advise us of such fact as soon as reasonably practicable by email to [knowledgeproducts@nortonrosefulbright.com](mailto:knowledgeproducts@nortonrosefulbright.com).

**Restrictions on use of the Portal** You and/or the User Company also agree that you and/or the User Company shall not without our permission, access, interfere with, damage or disrupt: (a) any part of the Portal; (b) any equipment or network relating to the Portal; or (c) any software used in the provision of the Portal.

**Suspension/withdrawal of access:** We have the right to disable any Authorised User's username and password or otherwise withdraw or suspend access to a Portal at any time if, in our opinion, they, the User Company and/or any of their fellow Authorised Users fails to comply with any of these Terms of Use and you and the User Company shall be liable to us for any loss or damage caused by a failure to comply.

**Terminating Access:** We will deactivate an Authorised User's access to a Portal where (i) you or the User Company notify us that the Authorised User ceases to be employed or engaged by you and/or the User Company or should no longer have access to the relevant Portal for whatever reason and/or (ii) in our opinion an Authorised User has or is using the Portal or Content in breach of their obligations hereunder and in which case we reserve our rights to pursue any other remedy legally available to us.

**Virus Transmission:** You and/or the User Company shall not transmit (or let anyone else transmit) any virus or any other computer code, files or programs which are designed or likely to interrupt, damage or destroy any computer hardware or software or interfere in any way with the normal operations of this Portal. It is our policy to virus-check documents and files before they are hosted on the Portal using commercially available software. However, we cannot guarantee that Content and or, the Portal will be free from viruses, trojans or other contaminants and we do not accept any responsibility for any damage or Loss caused by any virus or anything else that has contaminating or destructive properties. As a result you and/or the User Company must, for your own protection, use virus-checking software when using any or all of the Portal.

**Modification of the Portal:** At any time without notice and in our absolute discretion, we may permanently or temporarily terminate, suspend, update, maintain modify or deny your access to the Portal or the Content and/or change the technical specification of the services at any time and without providing prior notice. At any time without notice and in our absolute discretion, we may remove or edit any Content on the Portal. We shall not be liable if the Portal is unavailable at any time or for any period. If you and/or the User Company become aware of any error in the Portal or the Website, you should contact us by email to [knowledgeproducts@nortonrosefulbright.com](mailto:knowledgeproducts@nortonrosefulbright.com).

**Third Party Links:** This Portal may contain Third Party Links. These Third Party Links are provided solely for your convenience and if you use these, you leave the Portal. The Third Party Links are not under our control and we are not responsible nor accept any liability for the contents or policies of any third party site you access through the Third Party Links, which you do so at your own risk. You and/or the User Company shall not use any part of this Portal on any other website, or link any other website to this Portal without our prior written permission.

**Intellectual Property:** This Portal is provided by our service provider on our behalf. The rights in this Portal are vested in our service provider (or its licensors) and the Authorised User shall not obtain any rights thereto as a result of Access to or use of the Portal. All Content placed on the Portal by us or any Norton Rose Fulbright Party is and remains our property (or our licensors property). You are granted a revocable, non-exclusive, non transferable licence to Access the Portal and, where this function is enabled, to print such Content in the course of Accessing the Portal (the **Licence**). You and the User Company may not copy, modify, distribute, transmit, reproduce, publish, license or decompile the Portal or Content in whole or in part otherwise than as permitted by these Terms of Use or any applicable law.

**Liability Disclaimer:** All warranties and representations express or implied in relation to any Content and/or arising out of or in connection with Access to or use of the Portal are, to the fullest extent permitted by law, excluded from these Terms of Use. To the fullest extent permitted by law, all liability of any Norton Rose Fulbright Party is excluded in respect of any loss or damage, which may arise in connection with the use of or reliance upon any Content and/or arising out of or in connection with Access to or use of the Portal. To the fullest extent permitted by law, the total aggregate liability to you and/or the User Company of any Norton Rose Fulbright Party in respect of any and all claims of any kind whatsoever arising whether in contract, in tort (including negligence), under any warranty or representation, under statute or otherwise under or in connection with these Terms of Use or to any Content and/or arising out of or in connection with Access to or use of the Portal shall be limited to the higher of £5,000 and the minimum liability we are required to assume under law or our professional regulations in respect of the relevant Content.

**Interaction with Content:** We track your interaction with Content (via the emails we send you or any Content you may access while logged in to the Portal) and may use this data to determine which information is of interest to you to help improve the relevance of the communications you receive and the Content that we make available. You may choose to withdraw your consent for this processing of your personal data at any time by using the unsubscribe facility available in each communication you receive (which would mean that you would no longer receive any further communications with Content from the Portal) or by ceasing to use the Portal (for any tracking of interaction with Content accessed directly via the Portal).

**Cookies:** By using this Portal you and/or the User Company consent to the use of cookies in accordance with our Cookies Policy at <http://www.nortonrosefulbright.com/cookies-policy/>, which is incorporated by reference into these Terms of Use. You may withdraw your consent to the cookies used by this Portal at any time by following the instructions set out in the Cookies Policy.

The Portal at <https://knowledgeproducts.nortonrosefulbright.com> currently uses the following cookies:

*Strictly necessary cookies:* These cookies are essential in order to enable you to move around the Portal and use its features. Without these cookies, services you have asked for (such as navigating between pages) cannot be provided.

Portal	Cookie Name	Purpose	Further Information
User Autologin	StrutsUsernameAutoLogin	It enables the autologin for user when we do proxylogin.	It stores user required details in cookie value. This is HTTP Only Cookie. Expiration Time of this cookie is 100 Days.
Single Sign On Cookie	StrutsUsernameSSOCookie	It enables the login for Single sign on functionality. If ASP property "sso.cookies" and "FEDERATION" are true then it will work.	It stores user required details and ipaddress in cookie value. This is HTTPOnly Cookie. Expiration Time of this cookie is dependent on ASP property "sso.cookie.expiry.seconds" and default value of property is 14400 seconds.

-utma	Google Analytics	These cookies are used to collect information about how visitors use our portal. We use the information to compile reports and to help us improve our portal.  The cookies collect information in an anonymous form, including the number of visitors to the portal, where visitors have come to the portal from and the pages they visited.	Click here for Google's privacy policy in respect of Google Analytics <a href="http://www.google.com/analytics/learn/privacy.html">http://www.google.com/analytics/learn/privacy.html</a>  You may opt out of tracking by Google Analytics by visiting <a href="https://tools.google.com/dlpage/gaoptout?hl=en-GB">https://tools.google.com/dlpage/gaoptout?hl=en-GB</a>  Persistent cookies.
-utmb			
-utmc			
-utmz			

**Other cookies:** These cookies are enabled when using optional features within the Portal.

	Cookie Name	Purpose	Further Information
Remember Me		When user checks Remember Me in login page, we will store this cookie. Next time,	It stores user required details in cookie value. This is HTTP Only Cookie.
Functionality	StrutsUsername	When you user opens browser and hit on login page	Expiration Time of this cookie is 100 Days.
		instance link, it will automatically login that user from the cookie.	

**Compliance with Law:** You and/or the User Company shall not breach any applicable laws. If you choose to access this Portal from locations outside England and Wales, you do so on your own initiative and are responsible for compliance with local laws.

**Confidentiality:** All Content is strictly confidential to you and/or the User Company and you must hold the Content in confidence and not disclose or permit it to be made available to any other person. The right to Access to the Portal is limited to use for personal use by you or internal business purposes by the User Company and may not be used by a third party without our prior written consent. If you suspect that a third party may have been given access to the Portal and/or any Content whether by mistake or otherwise, you and/or the User Company shall notify us immediately by email at [knowledgeproducts@nortonrosefulbright.com](mailto:knowledgeproducts@nortonrosefulbright.com)

**Miscellaneous:**

You and we intend that each of the Norton Rose Fulbright entities may enforce these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 and no term of these Terms of Use is enforceable under Contracts (Rights of Third Parties) Act 1999 by any other person who is not you or us. If any provision or part of a provision of these Terms of Use shall become illegal, invalid or unenforceable for any reason whatsoever such provision shall be divisible from and be deemed to be deleted from these Terms of Use.

You and/or the User Company may not assign any or all your/their rights or benefits under these Terms of Use nor to transfer any or all of its obligations hereunder except with our prior written consent.

Any formal legal notice to you shall be sent to you at the email address provided by you in registering to become Authorised User.

If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or any part thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and all other terms of these Terms of Use shall remain in full force and effect.

**Governing Law:** These Terms of Use and any non-contractual obligations connected with it are governed by English law. You and we irrevocably agree that all disputes arising under or in connection with these Terms of Use, or in connection with the negotiation, existence, legal validity, enforceability or termination of these Terms of Use, regardless of whether the same will be regarded as contractual claims or not, will be exclusively governed by and determined only in accordance with English law. You and we irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to: (i) determine any claim dispute or difference arising under or in connection with these Terms of Use, or in connection with the negotiation, existence, legal validity, enforceability or termination of these Terms of Use, whether the alleged liability will arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; (ii) grant interim remedies, or other provisional or protective relief. You and we submit to the exclusive jurisdiction of such courts and accordingly any proceedings may be brought against the parties or any of them or any of their respective assets in such courts.