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# VIA LEGALIS

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PERSONAL LEGAL CONSULTANCY

## PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

These terms of use (the “**Terms**”) set out the terms and conditions for using the website [www.vialegalis.co.uk](http://www.vialegalis.co.uk) (the “**Site**”) and any related applications, to the extent that any such applications have their own terms of use. In such case, the application’s own terms of use shall apply.

### 1. ACCEPTABLE USE

The Terms set out legally binding terms under which you (in any capacity) may access the Site. The Terms apply to all users of and visitors to the Site.

By using the Site, you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use the Site. You may wish to print a copy of the Terms for future reference.

### 2. CONTACT

[www.vialegalis.co.uk](http://www.vialegalis.co.uk) is operated by Via Legalis (“**VL**”), a sole practice authorised and registered by the Solicitors Regulation Authority under number 656282 with its business address at 18 Fitzhardinge street, London, W1H 6EQ.

To contact VL, please email [admin@vialegalis.co.uk](mailto:admin@vialegalis.co.uk)

### 3. PROHIBITED USES

You may use the Site only for lawful purposes. You may not use the Site:

- In any way that breaches any applicable local, national or international laws or regulations.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

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- To take any such actions, omissions or facilitation for the purposes of or with the intention to:
  - cause harm of any kind to the Site, users of the Site, VL and any members of public;
  - mislead, impersonate or otherwise hold yourself out as an associate or partner of VL or a genuine site user, where it is not the case; and
  - take any other action that may harm VL's and/or the Site's economic, reputational and technological interests, including any unauthorised use of the VL name, brand and any of the Site's content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of the Terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of the Site;
  - any equipment or network on which the Site is stored;
  - any software used in the provision of the Site; or
  - any equipment or network or software owned or used by any third party for the purposes of operating the Site.

#### 4. CHANGES TO THE TERMS

VL may revise these Terms at any time. It is your responsibility to check this page from time to time to take notice of any changes VL makes, as they are legally binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site.

#### 5. ADDITIONAL POLICIES

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The following additional policies also apply to your use of the Site, which you may wish to review. Both policies are available on VL's website:

- VL's Privacy Policy, which sets out the terms on which VL processes any personal data it collects from you, or that you provide to VL. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- VL's Cookie Policy, which sets out information about use of cookies on the Site.

## **6. CHANGES TO THE SITE**

VL may update and change the Site from time to time to reflect changes to VL's services, users' needs and business priorities or for any other reason it considers necessary or appropriate.

## **7. SUSPENSION OR WITHDRAWAL OF THE SITE**

The Site is made available free of charge.

VL does not guarantee that the Site, or any content on it, will always be available or be uninterrupted. VL may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **8. USE OF MATERIAL ON THE SITE**

VL is the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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VL's status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining permission to do so from VL or VL's licensors.

If you print off, copy or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at VL's option, return or destroy any copies of the materials you have made.

## **9. RELIANCE ON INFORMATION ON THIS SITE**

The content on the Site is provided for general information only. It is not intended to amount to any form of advice on which you can or should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

VL makes no representations, warranties or guarantees, whether express or implied of any kind as to the contents of the Site.

## **10. LINKS TO THIRD PARTY WEBSITES**

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by VL of those linked websites or information you may obtain from them.

VL has no control over the contents of those sites or resources and does not accept any liability for any loss or damage caused from your use of such sites or resources.

## **11. RESPONSIBILITY FOR LOSS OR DAMAGE**

The Site is provided for informational use only. You agree not to use the Site for any commercial or business purposes or in a manner inconsistent with the Terms. VL has no liability to you for any losses, including loss of profit, loss of business, business interruption, or loss of business opportunity, howsoever arising from your use of the Site.

## **12. RESPONSIBILITY FOR VIRUSES AND THEIR INTRODUCTION**

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VL does not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or harmful.

You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. VL will report any such action to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them.

### **13. LINKING TO THE SITE**

You may link to VL's home page, provided you do so in a way that is fair and legal and does not damage VL's reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on VL's part where none exists.

The Site must not be framed in any way or form.

VL reserves the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in the Terms.

If you wish to link to or make any use of content on the Site other than as set out above, please contact [admin@vialegalis.co.uk](mailto:admin@vialegalis.co.uk).

### **14. APPLICABLE LAWS AND JURISDICTION**

The Terms, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern

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Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

## **15. MISCELLANEOUS**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

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