

FORRESTERS IP LLP

WEBSITE TERMS AND CONDITIONS OF USE (“TERMS OF USE”)

IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE STARTING TO USE THIS WEBSITE.

1 INTRODUCTION

- 1.1 Your use of this website (<https://www.forresters-ip.com> and all associated domains) and the documents, files and other information available through it is subject to the following Terms of Use.
- 1.2 By using this website, you (as the user of this website) are confirming that you accept these Terms of Use and that you agree to comply with them. **If you do not agree to these Terms of Use, you must not use this website.**
- 1.3 This website is provided by the Forresters group, which is made up of the following companies:
 - 1.3.1 **Forresters IP LLP**, a limited liability partnership registered in England and Wales (company number OC416271), whose registered office is at 148 Edmund Street, Birmingham, B3 2JA;
 - 1.3.2 **Forrester Ketley Limited**, a limited company registered in England and Wales (company number 04229509), whose registered office is at 148 Edmund Street, Birmingham, B3 2JA; and
 - 1.3.3 **Forresters Munich GmbH** (company number HRB 194181), whose registered office is at Skygarden, Erika-Mann-Str.11, 80636, Munich, Germany,(together “**Forresters**” or “**we**” or “**our**” or “**us**”).
- 1.4 Forresters are regulated by The Intellectual Property Regulation Board (“**IPReg**”).

2 CHANGES

- 2.1 We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 1 March 2021.
- 2.2 We may also update and change our website from time to time to reflect changes to our services and our business priorities.

3 CONTENT ON OUR WEBSITE

- 3.1 Whilst we endeavour to ensure that content on our website is accurate at the date of publication, no warranties, representations or guarantees, whether express or implied, are given as to its accuracy, completeness, reliability, suitability or quality. The content on our website may subsequently be superseded and we give no guarantees that content will be updated after the date of publication.
- 3.2 Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict access or discontinue or change all or any part of our website at any time without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

- 3.3 We make no claims that any content contained on our website can be lawfully viewed or downloaded outside of the United Kingdom. If you are accessing our website from outside the United Kingdom you do so at your own risk and are responsible for compliance with laws in your jurisdiction.

4 MATERIALS ON OUR WEBSITE

- 4.1 You may print out a single hard copy of any part of the content of our website for your own personal use in accordance with these Terms of Use.
- 4.2 You must not modify the copies of any materials on our website in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any text.
- 4.3 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 4.4 Except as expressly permitted by these Terms of Use, you may not copy, store in any medium (including in any other website), distribute, transmit, reproduce, modify, delete or show in public any part of our website or systematically extract material from our website, create any derivative works from it or in any other way exploit commercially all or any part of our website or any document available through it without our prior written consent.
- 4.5 If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 We are the owner (or the licensee) of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. The design and layout of our website are protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.
- 5.2 The trade marks, logos and trade names displayed on our website ("**Marks**") are registered or unregistered trade marks and the property of Forresters, related group companies or other parties, including but not limited to the word marks "FORRESTERS", "CLEAR DIRECTION", "FORRESTER KETLEY & CO" and "FORRESTER MOSTEK", the arrow device, and the various arrow / word combinations. You are not permitted to download, copy, modify or use the Marks without our prior written consent or the consent of such third party who may own the Marks.

6 VIRUSES

- 6.1 We cannot guarantee that content from our website will be free from viruses or that our website will be secure. Accordingly, for your own protection, you must use virus-checking software when using our website. You are responsible for configuring your information technology, computer programmes and platform to access our website.
- 6.2 We cannot guarantee that our website will operate in accordance with your expectations or will be error free. If you are aware of any error on our website, please contact us by email at marketing@forresters-ip.com.
- 6.3 We exclude to the fullest extent permitted by law, all liability (save in respect of death or personal injury caused by negligence and for fraud) in connection with: (a) any damage or loss

caused by errors, computer viruses, other malicious code or harmful components originating or contracted from our website or from any third party websites linked to our website; and (b) any interruptions in your access to our website.

7 LINKS TO OTHER WEBSITES

7.1 If you decide to access any third party websites linked to our website, you do this entirely at your own risk and we will not be liable for any loss or damage that may arise from your use of them. We provide these links merely for convenience and the inclusion of such links does not imply that we endorse or accept any responsibility for, or have any control over, the content or use of such websites.

7.2 You may be subject to the terms of use applicable to such third party websites.

8 LINKS TO OUR WEBSITE

8.1 If you would like to link to our website, you may only do so subject to the following terms and conditions:

8.1.1 you must not replicate our website;

8.1.2 you may only link to our website in a way that is fair, lawful, and does not damage our reputation or take advantage of it;

8.1.3 you must not create a frame or any other browser or border environment around our website;

8.1.4 you must not create a link to any part of our website other than the homepage (<https://www.forresters-ip.com>) without our prior written approval;

8.1.5 you must not in any way imply that Forresters is endorsing any products or services other than its own without express written permission from Forresters;

8.1.6 you must not misrepresent your relationship with Forresters nor present any other false information about Forresters;

8.1.7 you must not use or display on your website any trade marks or logos of Forresters without express prior written permission from us (and by accepting these terms you acknowledge that all rights in such trade marks, logos and trading names in all parts of the world are vested in Forresters);

8.1.8 you must not remove, distort or otherwise alter the size or appearance of any trade marks or logos of Forresters;

8.1.9 you must not link from a website that is not owned by you;

8.1.10 your website must not contain any content that would be precluded under clause 9.1 of these Terms of Use and must not in any other way be indecent or inappropriate or incompatible with our reputation; and

8.1.11 you will comply with any direction that we may give in relation to the link to our website and/or to the use or display of our trading names, trade marks and logos.

8.2 We reserve the right to revoke the right granted in clause 8.1 for you to link to our website at any time at our discretion and without notice and to direct you to remove from your website any links to our website, our trading names, trade marks and logos and, if any provisions of clause 8 have been breached, to take any action we deem appropriate against you. You shall fully

indemnify us against any breach of clause 8. This means that you will be responsible for any loss or damage we suffer as a result of your breach of clause 8.

9 PROHIBITED USES

9.1 You may not use our website:

9.1.1 in any way that breaches any applicable law or regulation, or that is unlawful or fraudulent or has any unlawful or fraudulent purpose;

9.1.2 to bully, insult, intimidate, humiliate, or discriminate against any person, or for the purpose of harming or attempting to harm minors in any way;

9.1.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

9.1.4 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;

9.1.5 to impersonate anyone or to misrepresent identity or affiliation with any person or organisation; or

9.1.6 to infringe any copyright, database right or trade mark of any person.

9.2 You also agree:

9.2.1 not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of these Terms of Use; and

9.2.2 not to access without authority, interfere with, damage or disrupt any part of our website, any equipment or network on which our website is stored, any software used in the provision of our website, or any equipment or network or software owned or used by any third party.

10 BREACH OF TERMS OF USE

10.1 If you fail to comply with these Terms of Use, we may take any action against you which we reasonably deem appropriate, including but not limited to:

10.1.1 immediate, temporary or permanent withdrawal of your right to use our website;

10.1.2 issue of a warning to you;

10.1.3 legal proceedings or action against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or

10.1.4 disclosure of such information to law enforcement authorities.

11 OUR RESPONSIBILITY FOR LOSS OR DAMAGE

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Please note that different limitations and exclusions will apply to liability arising as a result of the supply of any services to you, which will be set out in separate terms and conditions.

- 11.2 If you are a business user:
- 11.2.1 the express provisions of these Terms of Use are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law;
 - 11.2.2 we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site, or use of or reliance on any content displayed on our site; and
 - 11.2.3 we will not be liable to you or any third party for any indirect or consequential loss or damage including any financial loss, loss of profit, revenue or business, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation.
- 11.3 If you are a consumer, you agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 PRIVACY AND COOKIE POLICIES

- 12.1 Our Privacy Policy sets out the terms on which we process and use any personal data we collect from you or that you provide to us. A copy of our Privacy Policy can be found by [clicking here](#). Our Cookie Policy contains information on our use of cookies on our website. A copy of our Cookie Policy can be found by [clicking here](#). These policies apply in addition to these Terms of Use in relation to your use of our website.

13 GENERAL

- 13.1 If you are a consumer, please note that these Terms of Use, 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 Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 13.2 If you are a business, these Terms of Use, their subject matter and their formation, and any dispute arising between you and us in relation to our website shall be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 13.3 If any of these Terms of Use are or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provisions of these Terms of Use, which shall continue to have full force and effect. No waiver of any of these Terms of Use shall be valid unless provided in writing by us.
- 13.4 A person who is not a party to these Terms of Use may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

14 CONTACT

- 14.1 For general enquiries relating to our website or these Terms of Use, please email us at marketing@forresters-ip.com.