

# Azrights Terms of Business

March 2020

These are the Terms on which we operate the Azrights websites and business at Azrights International Ltd a company registered in England & Wales under registration number 07920233 whose registered office address is at 45, Robertson Street, Hastings, TN34 1HL. These terms explain the basis on which we carry out work, organise events, offer online eLearning resources and other products as defined here. If you do not agree to these Terms then do not access our products or use our services. In using our products and services you agree to be bound by these Terms.

These Terms form the basis of our ongoing relationship with you. In the event of a conflict between them and any proposal we send you, the terms of the proposal shall prevail. These Terms apply until varied or replaced from time to time. No changes to the Terms shall be valid unless agreed in writing by Shireen Smith. We will provide you with a copy of our revised terms when you next make an enquiry for our services or purchase products. Prior to that any changes to our Term are notified on our websites with the date of the updates. You are encouraged to check our website from time to time to ascertain whether the Terms have been revised.

## Online instructions

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to online or telephone sales of goods and services to EU clients. Where they apply, you may cancel any order placed with us within 14 days and obtain a full refund. However, this right will be waived if you ask us to begin work on your matter or to deliver digital content immediately. Where you waive this right but decide to cancel within 14 days, you will be liable to pay us a reasonable amount for work undertaken prior to cancellation.

## Online purchase procedure

Your purchase is an offer which we acknowledge initially by email. Any invoice automatically generated online does not constitute acceptance of your offer. Acceptance is indicated by us sending you an invoice or welcome email.

## Personnel assigned to your matter

All work will be carried out by Shireen Smith, consultant solicitors, associate solicitors, or trade mark and patent attorneys or other marketing or other professionals depending on the work we are undertaking for you. The team will be introduced to you in our welcome email. More information

about our people is available on the About Us page of the website. We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

## Our liability to you

We will perform the engagement with reasonable skill and care and to the best of our ability. We acknowledge we will be liable to you for losses, damages, costs or expenses caused by our negligence or wilful default up to the limit of our professional indemnity insurance cover.

While we will always work to the best of our ability, although we can never guarantee outcomes. Discussions on likely outcomes are based on our experience and professional judgment. We will not be liable for any delay or failure to perform our services where such delays or failure result from circumstances beyond our reasonable control. The date for performance of our services will be postponed for as long as necessary, and if the circumstances continue for more than 60 days either party may cancel the affected services immediately by written notice.

We will endeavour to acknowledge receipt of communications within 24 hours by email. Where possible emails will be responded to in substance within 2-3 days. If this is not possible, an indication

as to when a substantive response is likely will be provided. Where we are sent communications by letter without an email address, such written correspondence is responded to within one to two weeks unless further investigation or an inability to contact others prevents this.

## Professional obligations and confidentiality

Solicitors are obliged to keep the affairs of clients confidential. We are under a duty to avoid any actual or potential conflicts of interest. Our duties to our clients are second only to our duty to the law and to the court. This obligation is subject to certain statutory exceptions relating to money laundering and terrorist financing. Where we know or suspect a transaction involves money laundering, we may be required to inform the authorities and will be prohibited from informing you of our disclosure.

## Confidentiality and outsourcing of services

We reserve the right to use subcontractors or external agencies for services, including call answering, transcription, legal expertise, IT services, book keeping, photocopying, printing or more. We will take care when selecting these persons or agencies to ensure our duty to keep your information confidential is not compromised. You

authorise us to disclose you are a client or that we have acted for you on a matter. You may revoke your authorisation at any time by informing us in writing.

We hold data electronically and endeavour to destroy hard copies within one month of an electronic copy being made. Please inform us immediately if you require hard copy documents. We reserve the right to make a reasonable charge for providing these. We may record certain telephone calls electronically for training and monitoring purposes. Your data is stored securely on servers located within the EU.

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#### Affiliate Scheme and Referrals

Our affiliate scheme allows approved third parties who introduce clients to us who buy our products or services to receive a fee the amount of which depends on the work. Any and all fees offered for affiliate or partner introductions come out of our own legal fees and are never passed on to you.

Where we refer you to third party suppliers we choose entities that are trusted and known to us. We may receive a referral fee or other benefit from them, although this will never motivate our decision to introduce a supplier. Details of your matter are and remain confidential and will only be disclosed to an introducer where you consent to such disclosure.

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#### Verifying identity

In certain circumstances we are required by law to verify our clients' identities. Unless indicated otherwise, we shall assume the person (including an individual, firm or company) providing us with instructions and paying for our services is our client. Where we accept instructions from lawyers or agencies, they will be our client and shall be responsible for settlement of our invoices. Our decision to accept payment from a third party does not absolve our client of overall responsibility.

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#### New clients and joint instructions

For all new clients our policy is to request payment of the agreed fees or half the fees before carrying out any work. We also require directors of newly formed companies to accept personal responsibility for our fees, whether we ask for formal acknowledgement or not.

Where we are instructed by joint clients, or by a director or partner of a company on a matter that requires the consent of the other directors or partners, we are entitled to only proceed with a given course of

action once we are satisfied that it accords with the wishes of the other joint client, director or partner as the case may be. Any extra work involved to obtain verification of joint instructions will be charged to the client in full.

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#### Estimates

Wherever possible we will agree a fee with you to do work, and will explain the scope of the service. In rare cases where it is not feasible to offer an agreed fee, we will estimate the likely costs to reach stages before undertaking work. We currently provide various services, including searches, training courses, copyright licences, design logo registrations, contract drafting, IP Audits and assessments, and trade mark registrations on an agreed fee basis. Our fixed price services and estimates assume you will provide us with instructions in the form requested, and you will review documentation we send you to progress the work in a timely fashion.

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#### Scope of agreed fees

In our email proposals we indicate what is and what is not included in each fee and service.

For all our services we rely on your timely and relevant responses to progress your work, so if we lack instructions and receive no responses from you, we are under no obligation to continue reminding you. This may result in a revision to the scope of the services, and additional charges to continue the services at a future date.

Where you have purchased a service from us and fail to provide us with instructions to progress the work despite our communications requesting the same, then we shall be entitled to treat our obligations as discharged and close your file without further notice. In such an event, you will not be due a refund of any fees paid, which we will retain as compensation for our work in maintaining your file, bringing team members up to date with your matter, and chasing you for information or instructions. Should you wish to reactivate the work later, then there will be an additional charge to do so.

Other circumstances which may lead to further charges are where work outside the scope of a fixed fee package, or other agreed work is required, such as to explain the status of your work to a new point of contact, to provide more extensive explanations than our service generally allows for, consultancy to discuss trade mark examination reports, or to take subsequent action.

#### Design and copyright registrations

We offer UK, EU and international design registration services for logos and general designs. The fees depend on the number of designs applied for and the countries in which protection is desired. International design registrations may incur additional fees if an objection is filed or if documents need to be supplied, such as powers of attorney, translations or proof of ownership. This may require us to engage external lawyers based in those jurisdictions.

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#### Trade mark registrations

We provide various trade mark registration service packages including an online course to teach how to do it yourself. The fees payable and scope of service are set out in our proposal emails where we provide price information.

None of our trade mark registration services cover the work involved to deal with third party objections or oppositions as these are unforeseeable issues which may or may not arise during your matter. If any arise, we will notify you and quote a fee for dealing with the work.

Unless indicated otherwise our trade mark registration costs include the preparation and filing of applications and overseeing them through to registration, assuming no unexpected difficulties are encountered.

Our registration packages include drafting your trade mark application and only include such searches as are specified in our proposal email, unless searches are purchased separately.

Our Starter and Bronze packages rely on your answers to prepare and file your application, which are filed in your own name. Any Registry queries, objections or oppositions will incur further charges which we will quote to do if you ask us to do so.

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#### Other fees, VAT, Registry/Government fees

Any work involving foreign currencies and bank charges is subject to an administrative fee to cover bank charges, currency fluctuations and expenses incurred.

All prices are exclusive of VAT unless specifically stated otherwise. VAT is added to the legal fees and certain disbursements. Clients based outside of the United Kingdom may not have to pay VAT although those within the EU may be required to provide their VAT number.

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#### Limits of Searches and downloading results of searches

Searches may be carried out by us, by

government registries or by specialist search organisations. Some databases levy charges to download search results. Our prices for trade mark searches allow for a limited number of result downloads: We will inform you of the number of results in each country so you decide which results you would like to pay to download.

The nature of searches means they cannot be guaranteed. They serve as a good indicator of the likelihood of an opposition being filed and we strongly recommend buying them and doing due diligence on any name you are using. While it is never possible to eliminate risk when it comes to trade marks the more searches you have the more you reduce the risks of infringing on third parties' trade marks.

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### Scope of trade mark searches

Our EU trade mark searches include a search of the EU trade mark register but not the individual registers of each EU Member State. They include an initial opinion on whether the name is capable of being registered. The type of trade mark searches we do are:

1. Exact searches – the exact same name;
2. Identical searches – a chosen name in combination with other elements;
3. Similar names – an agreed number of variations of a chosen name or slogan, such as alternative spellings or plurals; and
4. Logo searches – the figurative and stylised elements of a logo. These are less precise due to their inherent nature and the way they are classified by trade mark registries.

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### Refunds

We do not issue refunds unless we deem it appropriate in an individual case or have offered a product on specific terms entitling you to a refund. In exceptional cases we may consider a credit note is appropriate. Intellectual property work often requires substantial time in the preliminary stages, such as to assess classifications or to do clearance searches. Similarly, we do not refund legal fees or filing fees if your application is rejected by the trade mark registry.

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### Products and use of Products

Our eLearning courses, eBooks, webinars, workshops, video tutorials, contract templates and similar offerings that are not tailored to your individual needs ("Products") are for information purposes

only and do not constitute legal advice, nor are they a substitute for legal advice. Any use you make of these Products is at your own risk and we expressly disclaim any and all liability arising out of their use.

All Products are provided on an 'as is' basis and we accept no liability for any damage or losses of any kind whether direct or incidental as a result of the use or non-use of them. We recommend you check periodically to ensure you are using the most up to date edition of a Product.

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### Becoming a member

You become a member of our Product offerings through purchase or by joining a group, or by accessing our free content. As such you will be entitled to access the Product to which you are thereby granted access. Some Products may require that you complete an application form and pay the applicable fee. You warrant and represent that you shall keep confidential and, except as provided for in these terms and conditions, shall not share with any third party your username or password or access details provided to facilitate access to the Product. Should you wish to take up a further licence for someone in your team to access a Product then you must request an additional user licence and pay any applicable fee, if any. A separate username and password will be created for that person.

For all extra user licence requests email [info@azrights.com](mailto:info@azrights.com).

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### Refunds and Money Back Guarantee

Where an offer of a Product specifically provides a money back guarantee you may opt to cancel your registration at any time within 30 days of signing up for such Product access. To claim the refund send us a message by email to [info@azrights.com](mailto:info@azrights.com) indicating your wish to cancel. The fee you paid for the Product will be refunded in full within 14 days provided you cancel within the required timescale. You will also need to cancel any recurring fee if this has been set up. We reserve the right not to allow you back into any of the Azrights Products in future.

We own the copyright, design rights and all other intellectual property rights in our website and materials we make available to you. You may not copy or distribute any of these to anyone without our express written permission save insofar as is permitted by the terms of the licence for use of a template. Breach of this term is a fundamental breach entitling us to remove your access without any refunds.

### Provision of and Suspension of Service

We will supply you access to a Product which you have purchased, subject to receiving payment of the relevant fee or membership fee for the Product.

We do not warrant that access to the site and the Product will be free from interruptions and we will not be liable for any failure to access the site or the Product. We may have to suspend access to our site if there are technical problems or to make improvements. If there is any defects with the website, please alert us as soon as is reasonably possible to give us an opportunity to repair or fix it.

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### We may suspend access to any Product if:

1. We suspect that there has been any misuse of the Product or breach of these Terms; or
2. You fail to pay any sums due to us by the due date for payment.

We will notify you as soon as possible after suspending the Product.

Where the reason for the suspension is suspected misuse of the Product or breach of these terms and conditions, without prejudice to our rights, we will take steps to investigate the issue and may restore or permanently suspend access at our discretion. If we consider it appropriate to permanently suspend access, we will notify you in writing and this agreement will terminate immediately on service of such notice.

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### Termination of access to Product or membership

Your membership and access to our Product site will be terminated automatically at the end of your membership period if you are a subscription user or have been granted access as part of our brand protection service, or if the Product you have bought entails a renewal or upgrade fee which you fail to pay. If you still wish to use the Product or service after your membership has been terminated you will lose your former rate and will need to apply to re-join and may need to pay a joining fee in addition to any renewal, upgrade fee or the fee for monthly subscription.

Once your membership has been terminated or suspended you will no longer be able to access any materials on the site.

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### Legal Advice

Membership of our Products does not entitle you to any 'one to one' advice or other service unless the offer specifically includes such advice.

Nothing about a Product is deemed to constitute legal advice, and the Products are provided purely as an educational tool. We accept no liability whatsoever for any reliance on any of the content on this site.

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### Events, coaching, and masterminds

Any events in the form of workshops, seminars, physical or online coaching, masterminds, masterclasses and conferences ("event Products") are subject to these terms as well as any additional terms governing the event such as waivers and releases we may ask you to sign relating to filming or photographing of the event when you attend the event.

By booking an event you accept these terms and any event rules that we will notify you of.

Full payment is required at the time we accept your booking.

Details of the fees for each event will be set out in the event offer page.

Where you book to attend one of our events the fee you pay is non-refundable. However, you may transfer your booking to an alternative date scheduled for the event or to another individual subject to availability provided enough notice is given in writing.

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### Ownership of website

All intellectual property rights in the materials contained in our websites belong to Azrights or its licensors, and your use of our websites and the information available through them is subject to these terms of use, as amended from time to time.

The material on our site may only be reproduced or reused for internal, non-commercial purposes. This means you may download, view, copy and print pages from our website, but only for your own personal use subject to your agreement not to:

1. Republish material from our websites.
2. Sell, rent or sub-licence material from our websites.
3. Reproduce or otherwise exploit material from our websites for commercial purposes.
4. Redistribute material unless that material is expressly made available for redistribution.
5. Modify our website, which includes defacing or removing our copyright notice from printouts.

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### Virus checking

We cannot guarantee documents or files downloaded from our website will be free from viruses and do not accept responsibility for damage or loss caused by

any virus. For your own protection you must use virus checking software when using our websites, and we ask that you virus check any document or file which you intend to post or provide to us via our websites.

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### Your Obligations

You agree to comply with our money laundering obligations. You accept that we will communicate with you electronically via email and the internet, and this includes communicating by electronic means records that we may otherwise be required under applicable law to provide to you in written paper form. If you are concerned that the internet is neither secure nor private you may inform us in writing of your concerns so that we may discuss alternative methods of communicating, and any associated costs involved.

You undertake to provide us with all information, assistance and materials that we may request from time to time to facilitate our proper and timely performance of our services, and you warrant that all such information provided to us will be complete and accurate to the best of your knowledge.

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### Change of address

You must inform us of any change of address, email address, telephone or other contact details. You must also inform us of any change in ownership of your intellectual property rights. We do not accept any responsibility for any losses arising out of your failure to inform us of such changes.

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### Copyright in materials we produce

You acknowledge that documents which we generate for you are protected by copyright, which belongs to us. The fee you pay for our work gives you an implied licence to make use of the documents for the purposes for which they were provided and for all reasonably associated purposes. Similarly, we own the copyright in our Products and give you a non-exclusive and non-transferrable licence to use the Products solely for personal use. You may not provide the Product or any part of it, for re-sale, re-publication or re-distribution or for free use by others unless specifically permitted. You may not translate, disassemble, decompile, reverse engineer, adapt, vary or modify the Product in any manner by any means. No licence is provided to adapt or resell any Products, or to permit others to do so.

### Your Use of our websites, including our Product sites

Making use of our sites means you accept and agree to abide by all the policies stated in these Terms. You may use our sites only for lawful purposes. You may not use our sites

1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm anyone including minors in any way.
4. To send, knowingly receive, upload, download, use or re-use any material which is offensive, obscene or otherwise indecent or incites discriminatory or antisocial behaviour.
5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
6. 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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### You also agree:

1. Not to reproduce, duplicate, copy, transmit or re-sell any part of our sites, publications or products in any form or by any means, whether electronically, mechanically, by photocopying or recording or otherwise without our permission. This includes but is not limited to any materials or documents that you download, save onto your computer or print into hardcopy form.
2. Not to access without authority, interfere with, damage or disrupt: any part of our sites; any equipment or network on which our sites are stored; any software used in the provision of our sites; or any equipment or network or software owned or used by any third party

We may from time to time provide interactive services on our sites, or on the site of a third-party provider such as Facebook, including but not limited to chat rooms, bulletin boards, and video conferencing facilities. Where we do provide any interactive service, we aim to let you know whether it is moderated and

what form of moderation is used (including whether it is human or technical). We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our sites, and will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, or on a third party’s site and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Failure to comply with this acceptable use policy constitutes a material breach of these terms and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you or legal proceedings 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; and
- further legal action against you and disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

**Overall limit on the scope of our advice**

We offer intellectual property, commercial and related marketing and brand advice. For advice on tax matters you should consult other professionals, such as tax lawyers or accountants, as appropriate.

**Instructions of third parties or introductions to other professionals**

It may become necessary for us to instruct third parties to act on your behalf. We may instruct the third party directly, ask you to sign a power of attorney to engage them directly or introduce you so you may enter into a direct agreement with the third party. In any event, we will not be liable for any acts or omissions of third parties. We

endeavour to select competent and diligent third parties but are unable to guarantee any particular outcome.

**Money laundering**

We reserve the right to check your identity at any time to satisfy our obligations under the Money Laundering legislation, including through third parties such as credit reference agencies. We will not be able to receive any funds from or pay any funds to you or on your behalf unless all necessary identification and other procedures have been completed. Individuals will need to produce a valid form of photographic ID, such as a passport or driving licence, together with a recent utility bill confirming their address. Company clients may need to provide this information in respect of their directors. We do not accept cash payments from or on behalf of clients in sums exceeding £1,000.

**Complaints**

If you have a complaint please direct it to Shireen Smith in the first instance, together with full details. We take complaints very seriously and will provide a copy of our complaints procedure to you on request. Where possible, we will attempt to resolve your complaint between ourselves. We will acknowledge a complaint within five working days and explain how it will be handled. We may invite you to a meeting so you may voice your concerns directly.

**Termination of retainer**

We may terminate your retainer where a conflict of interest arises or is likely to arise, where we reasonably consider you have deliberately misrepresented facts, where you have failed to provide instructions or where you have failed to pay our fees, or if we consider that there has been a breakdown in communications.

We will try to identify any issues in advance and discuss these with you wherever possible.

Where you do not keep us up to date with your contact details and fail to respond to our communications we may remove ourselves from the registers as your representative. We accept no liability in such circumstances if you fail to receive essential communications from the IP offices.

**General**

We may transfer the sites, services or Products to another entity as we deem fit or necessary for our business. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to resolve any disputes arising under it. It is not intended that our terms of engagement with you shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**Acceptance of terms of business**

By engaging our services, you accept our Terms, even if you do not sign them. If you are acting on behalf of a company or partnership, you warrant that you are authorised to contract on behalf of that company or partnership. Furthermore, if you are acting on behalf of a newly formed limited company you agree to be personally responsible for our reasonable charges and costs in connection with instructions made on behalf of the company and will confirm your personal liability to us in writing on request.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

