

## Chambers & Partners

### Specific Product Terms – Law Firm Profile

Effective date: 1 April 2022

#### 1. Introduction

The following Law Firm Profile Terms will apply when you agree to purchase a Law Firm Profile Subscription from us. These should be read in conjunction with the Master Terms that will also apply.

#### 2. Interpretation

##### 2.1 Where used in these Law Firm Profile Terms:

- (a) **'Chambers Contact'** means the person nominated from time to time by Chambers as your point of contact in relation to creation, finalisation and maintenance of the Law Firm Profile;
- (b) **'Customer Marks'** means your firm name and any brand names, trade marks, logos or signs used by you in relation to your services which you make available for use (in such form or medium as we reasonably request) in the Law Firm Profile;
- (c) **'Law Firm Profile'** means a text profile of your firm including key information about your business, services, specialisms, key clients, work highlights, departments, teams and lawyers;
- (d) **'Law Firm Profile Contributions'** means information provided by you for potential inclusion in the Law Firm Profile;
- (e) **'Law Firm Profile Deadlines'** means the dates notified to you by Chambers (which may be amended or updated by us from time to time) by which you must submit any Law Firm Profile Contributions, referee information or feedback requested by Chambers;
- (f) **'Law Firm Profile Order Form'** means the form provided by Chambers which must be completed and signed on your behalf, confirming the details of the Law Firm Profile Subscription;
- (g) **'Law Firm Profile Subscription'** means an annual subscription under which your Law Firm Profile will appear in the Publications specified in the Law Firm Profile Order Form / relevant Product Description and, if applicable, where we provide you with the Profile Platform service;
- (h) **'Law Firm Profile Subscription Term'** means the duration of the Law Firm Profile Subscription;
- (i) **'Profile Platform'** means the Online Service which, if specified in the Law Firm Profile Order Form, we provide as part of the Law Firm Profile Subscription, the details of which will be described on the Law Firm Profile Order Form (or otherwise provided to you prior to you placing your order) and which may include: (i) a referee management tool (**'Referee Management Tool'**) (ii) research analytics on your Law Firm Profile ranking; (iii) a toolkit for marketing your Law Firm Profile to your client base and related best practice guides; and (vi) an embargoed ranking service, although we reserve the right to add to or amend these features on reasonable notice from time to time;
- (j) **'Publication'** means any guide, directory or material published by Chambers in any medium in which the Law Firm Profile will be published as specified in the Law Firm Profile Order Form / relevant Product Description;
- (k) expressions defined in the Master Terms and used in these Law Firm Profile Terms have the meaning set out in the Master Terms; and

- (l) the rules of interpretation set out in clause 2 of the Master Terms shall apply to these Law Firm Profile Terms.

### 3. **Your obligations**

#### 3.1 You warrant, agree and undertake:

- (a) to co-operate and collaborate with the Chambers Contact to provide all reasonable Law Firm Profile Contributions and assistance necessary by the Law Firm Profile Deadline for us to create and finalise the Law Firm Profile;
- (b) to take all reasonable care in preparing the Law Firm Profile Contributions, including checking for typographical errors;
- (c) if requested by us, to read, check and correct proofs of the Law Firm Profile (or part thereof) sent to you by us and to return them to us within 14 days from receipt. If you do not within such time notify us of any corrections which may be required to be made, we shall be entitled to proceed with physical publication of the Law Firm Profile in the Publications and such non-notification shall be deemed to constitute your confirmation that the content of the Law Firm Profile is true and accurate;
- (d) to correct the online Law Firm Profile immediately upon becoming aware of any errors in it;
- (e) to advise us if, at any time during the Law Firm Profile Subscription Term, any part of the Law Firm Profile Contributions or Law Firm Profile is affected by commercial or legislative developments which might make it necessary or advisable for the same to be amended, altered or updated, and to make necessary changes immediately online;
- (f) that all statements purporting to be facts in the Law Firm Profile Contributions are true and correct;
- (g) that any Law Firm Profile Contributions will not contravene any applicable law or regulation; contain any misleading or defamatory content; or breach any duty of confidence that you may owe to another party;
- (h) that you (and/or your licensors) are the owner of all Intellectual Property Rights in the Customer Marks, Law Firm Profile Contributions and any other material supplied to us in relation to these Law Firm Profile Terms and we shall be entitled to see evidence to this effect on request;
- (i) that our use of the Customer Marks (where applicable) and Law Firm Profile Contributions in accordance with these Law Firm Profile Terms will not infringe the rights of any third party;
- (j) that you have sought and received permission to name clients, and provide details of such clients or work that you have done for them as you may provide to us in connection with these Law Firm Profile Terms;
- (k) any embargoed ranking information you receive through the Profile Platform regarding your upcoming ranking in any Edition and/or any other directory ranking shall be kept confidential at all times by you and any of your authorised staff, subcontractors and/or professional advisers; and
- (l) to indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision reasonable legal costs), awards, damages however arising directly or indirectly as a result of any breach or non-performance by you of any of your undertakings, warranties or obligations under these Law Firm Profile Terms.

3.2 You understand and accept that:

- (a) we cannot be held responsible for making any alterations or corrections to proofs or Law Firm Profile Contributions which are submitted after the Law Firm Profile Deadline; and
- (b) we shall have full editorial control over the Law Firm Profile and each Publication, and you agree not to attempt to influence the law firms who we choose to accept profiles for or the content of any Publication.

4. **Rights**

- 4.1 You hereby grant to Chambers a perpetual and non-exclusive licence (including the right to sub-license) to use the Customer Marks within the Law Firm Profile and each Publications and as otherwise necessary to use, store and copy the Law Firm Profile and to publish, distribute and make it available to third parties within the course of conducting our business.
- 4.2 You acknowledge and accept that following expiry of the Law Firm Profile Subscription Term or termination of these Law Firm Profile Terms, Chambers may continue to use the Customer Marks in online archived versions of the Publications, and otherwise in accordance with clause 4.1 above.
- 4.3 Ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Customer Marks or any third-party names and trade marks shall remain with you or your licensors.
- 4.4 In consideration of our provision of the provision of the Law Firm Profile Subscription, and except as set out in clause 4.3 above, you hereby assign to us absolutely with full title guarantee all the present and future Intellectual Property Rights in the content of the Law Firm Profile Contributions.
- 4.5 If applicable and set out in the relevant Product Description, we hereby grant you a non-exclusive licence (without the right to sub-licence) to use the Marks in order to promote the Law Firm Profile for the Law Firm Profile Subscription Term, subject to the instructions for use in the Law Firm Profile Order Form, and as otherwise provided by us from time to time. For the avoidance of doubt, no licence to use the Marks is granted to you so far as this is not expressly set out in the Product Description applicable to your Law Firm Profile Subscription.

5. **Profile Platform**

- 5.1 In using the Referee Management Tool features on the Profile Platform, you will be able to see updates on the user interface through the Profile Platform when your nominated referees have responded to Chambers' request for a reference. However, you will not be able to see or request disclosure of specific feedback given by your referees, which remains confidential to Chambers as part of our normal research process.
- 5.2 The Referee Management Tool highlights referees you have selected as potentially worth a follow up from you by such method you deem most appropriate.
- 5.3 Profile Platform features are made available for your use for the relevant Edition during the current relevant Edition Period or slightly before the current relevant Edition Period in the case of embargoed rankings. The Referee Management Tool will relate to research conducted for the subsequent Edition's rankings.
- 5.4 Where you are permitted to reproduce or publish a quote from a third-party referee which you have obtained through the Law Firm Profile or the Profile Platform, this must also be accompanied by a credit that this is reproduced from your Law Firm Profile as published by Chambers or such other appropriate credit as we may reasonably direct our customers to use from time to time.
- 5.5 You may publish a link to your Law Firm Profile provided that you do so in a way that does not damage our goodwill or reputation and is compliant with applicable laws. You must not publish any link in such a way as to mislead anyone or suggest any form of association, approval or endorsement of your firm on our part where none exists.