

## **WEBSITE TERMS OF USE**

Version number: 2.0

Effective date: 14.05.2021

### **1. Who we are**

1.1 We are Professional Reviews Ltd trading as "ReviewSolicitors". Our company information is at the end of this document.

### **2. What this is all about**

2.1 These are our terms and conditions which apply to use of our Service (explained below). We've tried to make them user-friendly. Please read them carefully and save a copy as we don't file a copy specifically for the transaction with you. They're available in English only. Separate terms and conditions apply to users of our premium service.

### **3. Some definitions**

3.1 Here are some definitions which are used in this document (all capitalised):

- "Consumer" - an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession.
- "Content" - all information of whatever kind (including Reviews, advertisements, profiles, posts and comments used on or sent through our Service.
- "Review" - any review or rating.
- "Service" - our website and any related software and services.
- "User" - persons or organisations using our Service (whether or not registered with us).

### **4. Changing these terms and conditions**

4.1 We may change these terms and conditions by posting the revised version on our website at any time. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our website following the effective date shown.

### **5. Behaviour when using our Service**

5.1 You agree not to do any of the following in connection with the Service:

- break the law or infringe anyone else's rights;
- provide us with or link to unlawful, infringing or otherwise inappropriate Content;
- victimise or harass other people;
- use offensive, obscene, abusive, discriminatory or other inappropriate language or images;
- deceive or mislead anyone;
- provide any Content that includes someone else's personal information unless that person is 18 years or over and you have obtained their written consent;
- impersonate anyone;
- use the Service with a view to competing with us or infringing our rights;
- disrupt our Service, e.g spam, viruses or phishing;
- interfere with or damage our Service or gain unauthorised access to any part of our system, data, passwords or otherwise;

- intercept or modify communications;
- impose an unreasonable load on our Service;
- get around any security or other features including those designed to stop copying of Content; or
- attempt, encourage or assist any of the above.

#### 5.2 You agree to:

- comply with any reasonable rules or requirements on our Service; • promptly comply with any reasonable request or instruction by us in connection with the Service; and
- ensure that any contact or other information which you supply to us is accurate and not misleading and you will tell us if there are any important changes.

### **6. Your Content**

6.1 You are responsible for your Content.

6.2 You agree that you have (and will keep) all rights needed to enable us to use your Content as contemplated by the Service and these terms and conditions.

6.3 If you post a Review, you guarantee that you have no undisclosed personal or business relationship with the entity, product or service being reviewed, that you are not a competitor of that entity, that have not been offered any incentive to write the Review and that the Review is your independent, honest, genuine opinion.

6.4 If you use any features on our Service which enable you to share your Content with third party sites, we are not responsible for use of your Content on those third party sites.

6.5 We reserve the right without notice or refund to reject, suspend, alter, remove or delete Content for any reason and to disclose to the police, SRA or other relevant authorities or to a complainant any Content or behaviour provided we are legally permitted to do so.

6.6 We are not legally responsible if your Content is misused by others. You must take reasonable care when deciding which Content to display on or send via our Service.

6.7 We may place advertisements near or within your Content. If so, we retain all revenue from such advertisements.

6.8 It is your responsibility to make your own frequent backups of Content to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.

### **7. Dealing with other Users...**

7.1 You accept that we have no obligation to vet or monitor Users or their Content. We don't endorse or recommend any solicitors or law firms. You rely on their Content and/or deal with them or other Users at your own risk.

We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such Content or in connection with any dealings between Users. It is your responsibility to carry out careful and detailed investigations before dealing with other Users including use of or reliance on their Content.

7.2 We do not promise that solicitors or law firms will respond to enquiries made via our Service (including legal questions and quote requests) within any particular timeframe or at all. If your enquiry is urgent, it is your responsibility to make direct contact with them.

7.3 You acknowledge that in using the Service you may encounter behaviour or Content which you consider inappropriate. If so, you must notify us immediately by email to [support@reviewsolicitors.com](mailto:support@reviewsolicitors.com) or click on the "Report ..." link next to any Review. We are under no obligation to enter into dialogue on the receipt of a complaint, nor are we obliged to act on every complaint received or to advise you of any action we do decide to take. All complaints must clearly explain the reason for complaint. Please also use any available blocking mechanisms, seek relevant external help if appropriate (e.g., from law enforcement authorities) and/or stop using the Service.

7.4 If you are a law firm or solicitor and wish to report defamatory Content to us, you agree to first read and comply with the SRA guidance on "[Engaging with online reviews](#)". If you still wish to proceed, you must send us a valid notice under the Defamation Act 2013. Please see our guidance [here](#). Please note that the fact that you cannot identify that the reviewer is a client does not of itself mean that the review is defamatory.

*If you are a solicitor or law firm*

7.5 You acknowledge that we permit Users to post Reviews in relation to you and/or your services and that these will be publicly displayed on our website. We are not responsible for monitoring or editing Reviews. You acknowledge that such Reviews may be critical or defamatory of you. We offer you a reasonable right of reply. It is your responsibility to ensure that any reply you do post complies with any duty of confidentiality that is applicable to you.

7.6 If you opt for the part of our Service whereby we automatically publish certain categories of Reviews to other online locations specified by you, you acknowledge that we do not monitor such Reviews before publishing and that our system will automatically publish all Reviews within the relevant category irrespective of their content.

## **8. Our guidance**

8.1 If we ourselves provide any guidance or other general information on or via our Service, we do not guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. The information is not intended as professional or other advice and is not tailored to your personal

## **9. If you create an account on our Service**

9.1 Unless otherwise specifically stated on our Service, your account is for your personal use only. You must not allow any other person to use your account. You agree to take reasonable care to keep your login information confidential and to tell us immediately of any apparent breach of security such as loss or misuse of a password. You are responsible for other people who use your account or identity (unless and to the extent that we are at fault).

## **10. Ending or suspending this contract**

10.1 We are entitled at any time and for any reason to end this contract or suspend part or all of our Service or impose restrictions on our Service.

10.2 If this contract ends:

- Your right to use our Service and all licences are terminated.
- We are entitled but not obliged to retain indefinitely on our Service any Reviews posted by or about you.
- Existing rights and liabilities are unaffected.
- All clauses in this contract which are stated or intended to continue after termination will continue to apply.

## **11. If our Service doesn't work properly**

11.1 We do not guarantee that the Service will be uninterrupted or error-free. We are entitled, without notice and without liability (a) to suspend the Service for repair, maintenance, improvement or other technical reason and (b) to make changes to the Service.

11.2 You acknowledge that technology is not always secure and you accept the risks inherent in use of the Internet or other technology for the purpose of the Service.

## **12. Restrictions on our legal responsibility – very important**

12.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents, who have the right to enforce this agreement.

12.2 *If you are a Consumer*, we shall not be liable for any loss or damage where: • there is no breach of a legal duty owed to you by us;

- such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
- (and to the extent that) such loss or damage is your fault, for example by not complying with this agreement; or
- such loss or damage relates to a business of yours.

12.3 *If you are a Consumer*, you will be responsible to us for any reasonably foreseeable loss or damage we suffer (including claims made by other people) resulting from your breach of this agreement or misuse of our Service.

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12.4 *The following clauses apply only if you are not a Consumer:*

- In no event (including our own negligence) will we be liable for any: • economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - loss of goodwill or reputation;
  - special, indirect or consequential losses; or
  - damage to or loss of data(even if we have been advised of the possibility of such losses).
- You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

### **13. Intellectual property rights (e.g., copyright)**

13.1 If you supply Reviews or other Content for display on our Service, you retain ownership of the intellectual property rights. You allow us at no cost, irrevocably and forever, to use and adapt all or part of such material however we wish on our Service as well as on other channels including social media, including for the purpose of redistribution or promotion of our Service. You waive your “moral rights” in relation to such Content to the extent legally allowed. You also allow each User to use your Content in accordance with these terms and conditions. You give us the right to take any legal action we think necessary if there is an infringement of the intellectual property rights in your Content.

13.2 The intellectual property rights in all Content used on or in connection with our Service (excluding your Content) are owned by us or by our partners or other Users. For your personal and internal business use only, you may view such material on your device. You must not otherwise use such material including copying, publishing, selling or adapting it or taking extracts from it without our specific prior written consent (except to the extent specifically allowed by this agreement). You must not misrepresent the ownership or source of such material, for example by changing or removing any legal notices or author attributions.

13.3 You must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.

#### **14. Your personal information – see our privacy policy**

14.1 You agree that we can deal with your personal information in accordance with our [Privacy Policy](#) which may change from time to time.

#### **15. Things we can't control**

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15.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

#### **16. Transferring this contract to someone else**

16.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

#### **17. English law and courts**

17.1 This contract is under English law and any disputes will be decided only by the courts of the United Kingdom. If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a Consumer to rely on such mandatory provisions of local law.

#### **18. General**

18.1 We may send all notices under this agreement by email to the most recent email address you have given us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement will still apply. If either of us overlooks any breach of this agreement by the other, it can still be actioned later. A person who is not a party to this agreement can't enforce it unless the agreement says otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement make any party as agent, employee or representative of the other.

#### **19. Complaints**

19.1 If you have any complaints, please contact us via the contact details shown below.

#### **20. Company information**

20.1 Company name: Professional Reviews Ltd

20.2 Trading name: "ReviewSolicitors"

20.3 Country of incorporation: England and Wales.

20.4 Registered number: 08738729

20.5 Registered office: 167-169 Great Portland Street, London, England, W1W 5PF

20.6 Contact address: 1 Colliers Way, Phoenix Park, Nottingham, NG8 6AT

20.7 Contact email address: [info@reviewsolicitors.co.uk](mailto:info@reviewsolicitors.co.uk)