

## **Hogan Lovells Engage Terms of Use**

These terms apply to your use of Hogan Lovells Engage ("**Site**").

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

Hogan Lovells Engage is a site operated by Hogan Lovells Solutions Limited ("we"), a wholly owned subsidiary of Hogan Lovells International LLP.

Hogan Lovells Solutions Limited is not a law firm. It is not regulated by the Solicitors Regulation Authority of England and Wales, and nor are the services it provides. This means that certain regulatory protections available to clients of a regulated law firm are not available to clients of Hogan Lovells Solutions Limited.

This Site is not intended to be an advertisement for legal services or a solicitation of clients, except in those jurisdictions where specific regulations governing the practice of law define advertising to include websites.

You acknowledge that your use of the Site does not give rise to a lawyer-client relationship between yourself and Hogan Lovells Solutions Limited, whether for conflict or other purposes.

We do not employ solicitors or attorneys, and communications between us will not normally be privileged from disclosure in any subsequent litigation.

### **2. By using our Site you accept these terms**

By using our Site, you confirm that you accept these terms of use (the "terms of use") and that you agree to comply with them.

If you do not agree to these terms, you must not use our Site.

### **3. There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our Site:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our [Cookie Policy](#), which sets out information about the cookies on our Site.

### **4. We may make changes to these terms**

We amend these terms from time to time. Every time you use our Site, please check these terms to ensure you understand the terms that apply at that time.

## **5. We give no warranties in relation to the Site**

We make no warranties, representations or undertakings about the content of our Site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of that content).

Our Site is not intended to be a substitute for professional advice. You should seek professional advice before taking or refraining from taking any action on the basis of the content contained on our Site.

## **6. We may suspend or withdraw our Site**

We do not guarantee that our Site, or any content on it, will always be available or that access to it will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

## **7. You must keep your account details safe**

You must keep any username, password or any other piece of information we provide as part of our security procedures as confidential. You must not disclose it to any third party.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at [knowledge@engagehoganlovells.com](mailto:knowledge@engagehoganlovells.com).

## **8. How you may use material on our Site**

We are the owner or the licensee of all intellectual property rights in our 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.

The content we provide is only for your internal business purposes and you must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

From time to time we may make content licensed by the Financial Conduct Authority available on the Site ("**FCA Content**").

You must not do any of the following in relation to any FCA Content:

- grant sub-licences of any intellectual property rights subsisting in the FCA Content;
- host the FCA Content or any part of the content on your servers or otherwise;
- distribute or make available the FCA Content to any third parties;
- make any modifications to the FCA Content;
- make copies of, and/or print, more than single sections of the FCA Content at a time;
- use any FCA trade marks which appear on the Site without the prior written permission of the FCA except to acknowledge the FCA as the owner of the copyright in the FCA Content;
- do anything to the FCA Content which may injure, damage, reduce or diminish the reputation, or name of the Financial Conduct Authority; or
- do anything which alters, changes or obscures the meaning conveyed by the FCA Content so that the result is to give a false representation of the FCA Content or which takes the meaning of a particular part of the Content out of the context of the whole.

Any use of the FCA Content by you must, as far as reasonably practicable, be of the most up-to-date version of the FCA Content made available on the Site and must acknowledge ownership of the copyright in the FCA Content by inclusion of the following text "© Financial Conduct Authority" on all copies of the FCA Content.

## **9. The Scope of our Site Services**

Our Site is intended to provide general guidance only. It is not intended to provide specific advice to you, your organisation or your particular circumstances.

We are not responsible to your organisation for any losses you may suffer having relied on this guidance and your organisation should always seek professional advice before taking or refraining from taking any action on the basis of content of our Site.

If you have registered for the subscription service please refer to the enhanced terms of use *below*.

## **10. We are not responsible for websites we link to**

Where our 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 us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and have no responsibility for them.

## **11. Our responsibility for loss or damage suffered by you**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

To the fullest extent permitted by law, we exclude all conditions, warranties, representations and other terms which may apply to our Site or any content on it, whether express or implied.

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:

- Your use of, or inability to use, our Site; or
- Your use or reliance on any content on our Site.

In addition, we will not be liable for any:

- loss of profits, sales, business or revenue;
- business interruption
- loss of damage to reputation;
- loss of opportunity or any anticipated savings; or
- indirect or consequential loss or damage.

No other part of Hogan Lovells (which includes Hogan Lovells International LLP, Hogan Lovells US LLP and their affiliated businesses) has any liability to you in respect of your use of the Site.

If, notwithstanding the other provisions of these terms of use, we are found to be liable to you for any damage or loss (including through negligence) which arises in any way out of, or is in any way connected with, your use of our Site our liability (save to the extent that limitations of liability are prohibited by applicable law) shall in no event exceed £100,000.

## **12. We are not responsible for viruses and you must not introduce them**

We do not guarantee that our Site will be secure or free from bugs or viruses.

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

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could commit a criminal offence under the Computer Misuse Act 1990. We will report any such

breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

**13. Which country's laws apply to any disputes?**

If you are accessing this website from North, South or Central America then these terms and conditions will be governed by and construed under the laws of the State of New York, USA (without regarding to conflict of law principles), and the courts of New York will have exclusive jurisdiction for the purposes of determining any dispute arising out of or in connection with these terms and conditions.

If you are accessing this website from any other location then these terms and conditions will be governed by the laws of England & Wales, and the courts of London, England will have exclusive jurisdiction for the purposes of determining any such dispute.

## **Hogan Lovells Engage Premium Terms of Use – Subscription Service**

If you are a subscriber to our Site the following enhanced terms of use will apply in addition to the standard terms of use:

### **1. We may suspend or withdraw our Site**

Clause 5 of the terms of use will not apply and although we do not guarantee that our Site, or any content on it, will always be available or be uninterrupted, we will only suspend or withdraw or restrict the availability of all or any part of our Site on notice (other than in an emergency).

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

### **2. The Scope of our Site Services**

Clause 9 of the terms of use will not apply.

Our Site is intended to provide general guidance on the topics which it addresses. Although it is not intended to provide specific advice to your organisation or your particular circumstances it can be relied upon as general guidance.

We are not responsible to your organisation for any losses you may suffer having relied on such guidance and your organisation should always seek professional advice before taking or refraining from taking any action on the basis of content of our Site.

If you wish to instruct Hogan Lovells on a specific legal matter, it will be on the basis of a separate engagement with Hogan Lovells International LLP, Hogan Lovells US LLP, or one of their affiliated businesses (other than Hogan Lovells Solutions Limited), and their ability to act for you will be subject to usual conflict and other considerations.

### **3. Our responsibility for loss or damage suffered by you**

The limitation on liability set out in Clause 11 is increased to a maximum of £1 million for all the products you have subscribed for.

### **4. We may make changes to the content on our Site:**

We will make changes to the content of our Site from time to time, and will use all reasonable endeavours to make updates as follows:

- to legislative and consultative materials from EU or domestic jurisdictions (where these are within the scope of the relevant tool on the Site), within 48 hours from publication;

- minor updates to the FCA Authorisation regime will be complete within 48 hours from publication;
- major updates to the FCA Authorisation regime will be complete within 72 hours from publication; and
- Business Brief is updated on a monthly basis, or as close as possible to that based on availability of relevant news output.