

Top 3 Legal: Terms and Conditions

Overview

“Top 3 Legal” (www.top3legal.com), including all related materials and resources, is a web application for clients (“clients”), law firms / legal service providers (“law firms”) and individual lawyers / freelance contractors (“lawyers”).

Top 3 Legal is designed to facilitate:

- law firms and lawyers in providing information to clients and targets to maintain and build client relationships; and
- clients to share knowhow and to manage better their use of external lawyers.

It also provides useful links and resources to products and services from law firms and third-party providers.

Application of these terms and conditions and changes to them

These terms and conditions constitute a legally binding agreement between Top 3 Legal Limited and any person using Top 3 Legal from time to time (“you” or a “user”) whether browsing the website or using the application as a registered user (free user or subscriber) or as a user organisation.

The Protocols also form part of these terms and conditions (and references to the terms and conditions include the Protocols). Please ensure you read these. They can be accessed from the Top 3 Legal website.

By using Top 3 Legal, users accept these terms and conditions and agree to comply with them.

We may vary these terms and conditions from time to time on our website with notice to users on the site and / or by email. Any variations will not change any subscription costs or payment terms unless you specifically agree to any such changes. When logging into Top 3 Legal, users accept the terms and conditions at the time of use.

User charges (where applicable)

Any charges for using Top 3 Legal will be agreed in advance with a law firm and will be based on the number of premium (extended) profiles the law firm purchases for its lawyers and the purpose for which those profiles are purchased.

Lawyers may opt to subscribe individually with the subscription costs and terms available on the website.

Law firms and lawyers can use certain features of Top 3 Legal at no cost but premium profiles for lawyers and unlocking the law firm's premium profile are subject to applicable subscription charges.

Unless agreed otherwise, client organisations and clients will not be charged for using Top 3 Legal.

Client recommendations

Top 3 Legal allows clients to recommend lawyers.

A lawyer a client recommends will be notified that the client has recommended him / her. Apart from this notification to the recommended lawyer, a client's recommendation will be anonymous unless the client is using his or her organisation's Top 3 Legal Team Sheet (in which case the recommendation will be visible to his / her colleague also using the Team Sheet) or opts to use the "share" functionality to share his / her recommendations with other clients (either in his / her organisation or otherwise that the client networks with).

Neither Top 3 Legal nor any client / user accepts liability for (and shall not be liable for) any recommendation made on Top 3 Legal.

Without limitation to the above, we have not checked the accuracy or completeness of information uploaded to Top 3 Legal by any user and any content about a lawyer on Top 3 Legal does not constitute advice as to the suitability of a lawyer for a user's specific requirements or as to the skill, qualification or reliability of a profiled lawyer.

It is the responsibility of the user / client to assess the capability and suitability of any lawyer the client instructs, whether or not the lawyer has been profiled on and / or recommended on Top 3 Legal.

User data input, use and ownership

If you upload content onto Top 3 Legal ("**User Content**"), you warrant that you have the right to do so.

You will remain the owner of your User Content but you agree that we are permitted to use it for any purpose related to the operation of Top 3 Legal and our group's business, for contacting you in relation to our (and our successors' and assigns') services and for any purposes permitted by our Privacy Policy (copy on the Top 3 Legal website) and /or as otherwise required to comply with applicable law or regulation. Any notes added by client user, if they leave the client organisation, will no longer be accessible to that user but will continue to be accessible to the ongoing members with access to that client organisation's Team Sheet.

We have the right to modify or remove User Content at any time to allow effective operation of Top 3 Legal and / or to ensure operation of Top 3 Legal in accordance with

these terms and conditions and /or the Protocols and / or as otherwise required to comply with applicable law or regulation.

If you cease to participate in Top 3 Legal, then your personal data will still be held in Top 3 Legal for the period and on the terms detailed in the Privacy Policy (this provides additional information on how we process and use any personal data).

Client organisations / users using Team Sheets have the ability to add notes to their Team Sheet lawyer information. The client organisation must ensure that all notes added by their users are appropriate.

Profile views and who can see what

At the heart of Top 3 Legal is the sharing of lawyer recommendations and law firms and lawyers making profile information available to users / searchers.

There are four types of profile on Top 3 Legal with information held / viewable in Top 3 Legal:

- Client profiles (organisation)
- Client profiles (individual)
- Law firm profiles (organisation)
- Lawyer profiles (individual)

Taking each of these in turn:

Client profiles (organisation) – these profiles are only accessible to client users who belong to that client organisation (e.g. for a client to see names of colleagues in the same client organisation). Other users who do not belong to the relevant client organisation can't see that client organisation's profile.

Client profiles (individuals) – these are private; a lawyer will be notified if a client has recommended him / her. Otherwise recommendations are anonymous unless the client recommender using his / her organisation's Top 3 Legal Team Sheet or opts to share his / her recommendations with other client users (in which case, when other members of his or her Team Sheet or someone else they are sharing with searches, then any recommendations will be visible to the searcher with the client user recommender being named).

Law firm profiles (organisation) – “directory / profile” information about the law firm is visible to all users. The law firm's admin area, where the law firm can set up user permissions (e.g. to allow a person to edit all or part of the law firm's profile), is only visible to admin users with the relevant permissions granted by that law firm.

Lawyer profiles (individual) – “directory / profile” information about the lawyer is visible to any user searching / viewing lawyer profiles. The searcher will be able to see recommendations but will not be able to see these on a named / attributed basis unless

they are a client user and either the person who has made the recommendation is a member of the same client organisation's Team Sheet or is sharing his / her lawyer recommendations with the relevant searcher using the "share" functionality.

Primary Users, Admin Users and Assisted Setup

Client and law firm organisations are able to specify Primary Users and Admin Users who have permissions to add / remove users for their organisation and to manage the relevant organisation's profile.

Primary Users / Admin Users are now able to help set up and manage the profiles of individual users who are part of their organisation using "Assisted Setup". Individual users can turn off this feature from their settings so that their Primary / Admin Users do not have any access to their profile, should they wish to do so.

Client Team Sheets

Clients can create their Team Sheet of their external lawyers. To do this, it is necessary for the client to contact Top 3 Legal and to designate a person as their Primary User who then controls access to their Team Sheet by adding / removing members. The Primary User must monitor and ensure (or procure that someone in their organisation on their behalf monitors and ensures) that people who are given / have access to their Team Sheet are properly entitled to have such access and that access is removed when appropriate (e.g. a person leaves the client's organisation).

If invited by a client, a law firm is able to import their key contacts into the client's Team Sheet. The law firm is able to make changes to this information at any time and is responsible for ensuring that it is accurate and kept up to date.

Client Networks

Networks of client users in different client organisations can be setup as a formal "Network" on Top 3 Legal (e.g. clients who all belong to the same sector interest group or formal network). In such a case, the network will have an administrator who will be responsible for who is added to / removed from the network from time to time and who coordinates member use and participation.

Members of such a formal network will be able to share recommendations between them. They can specify (from their settings) how their details show to other network members (whether their name, organisation and email show, just their name and organisation or they show as anonymous).

Accuracy of / responsibility for content

We make no representations, warranties or guarantees, whether express or implied, that content on Top 3 Legal is accurate, complete or up-to-date. In particular, but without

limitation, we do not promise that Top 3 Legal will meet your requirements and we have no obligation to verify the accuracy or completeness of content on Top 3 Legal / inputted by any user.

Any of our content may be updated from time to time. However, please note that any of the content on our website may be out of date at any given time and we are under no obligation to update website content.

Our website may include know-how resources relating to legal matters and links to and from third party applications and / or websites. The content of any of these items has not been verified for accuracy or completeness and does not amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any such content.

We do not accept any responsibility for the content of any such linked applications and / or websites or endorse their content. The views expressed by users on our website do not represent our views or values.

Data security and system availability

Users are responsible for keeping their log-in and password information confidential and must not disclose this to any other person. If you think your security has been compromised, you must either change your password information or, if appropriate, notify us. We are able to access your profile for set-up, support, monitoring and training purposes.

All data is held in UK data centres with back up and failsafe arrangements designed to minimise any system downtime etc. You should ensure that you use appropriate virus protection software in interacting with the internet and other users, including via our website.

We cannot guarantee that Top 3 Legal will be free from viruses or fault-free. If a fault occurs in the service, you should report it to support@top3legal.com and we will attempt to correct the fault as soon as we reasonably can.

As is typical for the majority of websites, our website uses cookies to improve user experience and site performance as explained in more detail in the Privacy Policy. Your use of the website constitutes your consent to the website setting cookies on your device. If you do not want the website to set cookies on your device, then you should either not use the website, or you should browse the website using your browser's anonymous usage setting (called "Incognito" in Chrome, "InPrivate" in Internet Explorer, "Private Browsing" in Firefox and Safari). Alternatively, the 'Help' menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. However, because cookies allow you to take advantage of some of the website's essential features, we recommend you leave them turned on.

We will take all reasonable practical steps to ensure that Top 3 Legal is available 24/7 but this is subject to matters outside of our control and is also subject to downtime for necessary system maintenance or upgrades (we will seek to minimise any disruption by carrying out work of this nature out of core hours). We do not accept any liability if the website (or any content or part of it) is unavailable.

If two organisation users (client organisations or law firms) merge, then the two separate organisation profiles will need to be combined to the extent practical. Users should be aware that this may not be possible and that some or all data / profile information may need to be zeroed or reset. We will use reasonable endeavours to avoid this but reserve the right to charge (if agreed in advance) reasonable technical costs (at cost) for any data consolidation or migration.

If you cease to be a subscriber, you will no longer be able to access any premium information inputted. Relevant information may need to be re-entered on any subsequent reactivation.

References, publicity and contact with you

We may refer from time to time on the Top 3 Legal website or in other promotional material to the organisations that are using Top 3 Legal.

We may contact you from time to time with service updates, user information / guides and tips to help you get the most out of your use of Top 3 Legal.

You will be able to opt out of any marketing emails from Top 3 Legal Limited as you see fit by using the unsubscribe option on the mailing.

General user obligations

You agree that you will not:

- act dishonestly or unprofessionally, including by posting inappropriate, defamatory, inaccurate, or objectionable content;
- create a false identity on Top 3 Legal;
- misrepresent you / your organisation / details relating to you / your organisation;
- misrepresent your identity, including but not limited to the use of a pseudonym;
- use or attempt to use another's account;
- send spam or other unwelcomed communications to others;
- scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- copy or use the information, content or data on Top 3 Legal in connection with a competitive service (as determined by Top 3 Legal);
- copy, modify or create derivative works of Top 3 Legal, its services / resources or any related technology (except as expressly authorised by Top 3 Legal);

- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any part of the website / services / resources or any related technology;
- imply or state that you are affiliated with or endorsed by Top 3 Legal without our express consent;
- rent, lease, loan, trade, sell / re-sell access to the website / services or any related information or data;
- sell, sponsor, or otherwise monetise any feature of the website / services / resources, without our prior written consent;
- remove any copyright, trademark or other proprietary rights notices contained in or relating to the website;
- use bots or other automated methods to access the website or services, add or download contacts or send or redirect messages;
- monitor the website's availability, performance or functionality for any competitive purpose;
- engage in "framing," "mirroring," or otherwise simulating the appearance or function of the website / services;
- input, publish or disseminate any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- transmit material that results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- interfere with any other person's use or enjoyment of Top 3 Legal or the performance of all or part of Top 3 Legal;
- override any security feature of the website / services; and / or
- interfere with the operation of, or place an unreasonable load on, the website / services (e.g. spam, denial of service attack, viruses, gaming algorithms).

You must not use the Top 3 Legal trademark, name or logo without our permission or use any part of the website for commercial purposes without obtaining a licence from us to do so.

You may link to our website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, we reserve the right to withdraw linking permission at any time on not less than three working days' notice to you.

You undertake that any information you upload to Top 3 Legal will be complete, accurate and not misleading to the best of your knowledge.

Limitations on liability

You agree that no Top 3 Legal party (as defined below) will be liable for any use by you of, or any reliance by you, or decision taken by you or others based on any use of, Top 3 Legal or information on Top 3 Legal or accessed via it.

We make no representation that information on Top 3 Legal, the vast majority of which is user uploaded, will be complete, accurate or up-to-date and accept no liability for any loss or damage caused by or resulting from any such information or reliance.

Our aggregate liability (for these purposes including our shareholders, directors, officers, employees and agents, together “**Top 3 Legal parties**”) for breach of contract, in tort or otherwise in relation to the use of Top 3 Legal shall be limited as follows:

- for an individual claimant, the subscription paid by that claimant;
- for a claimant organisation, the subscription paid by that claimant organisation,

in the 12-month period prior to the date of the claim being notified in writing to Top 3 Legal Limited.

Our liability shall not, in any event, include business losses such as lost data, lost profits, loss of business opportunity, loss of goodwill or reputation or any indirect or consequential loss or damage.

Nothing in these terms and conditions 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 by English law.

Other / general

Use of Top 3 Legal is at our discretion and so we may in our discretion suspend or terminate a user’s participation and / or profile at any time. We would only expect to do this if we believe that the user is using Top 3 Legal in an inappropriate way and / or has entered / is entering inaccurate or misleading information into Top 3 Legal and / or has not paid any pre-agreed subscription costs or other charges and / or is otherwise in material or persistent breach of these terms and conditions or of any protocols for use as published by us from time to time.

If we suspend or terminate a user’s participation in any circumstances other than where the user is in material or persistent breach of these terms and conditions, then we will rebate the pro-rata amount of the user’s annual subscription.

International Use

If you choose to participate in and / or access Top 3 Legal from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

Applicable Law

These terms and conditions and any non-contractual obligations arising in connection with them are governed by and construed in accordance with the laws of England and Wales.

Both you and Top 3 Legal Limited agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute that may arise under these terms and conditions, including disputes relating to any non-contractual obligations, except that Top 3 Legal Limited may choose to take action in your home courts.

Any dispute shall, in the first instance, be referred to non-binding dispute resolution in England through a mutually agreed third party or body or, in the absence of agreement within one month of a request by a party to agree / nominate such a third party or body, as nominated by the president for the time being of the Law Society in England and Wales.

Information about Top 3 Legal

Top 3 Legal is owned and operated by Top 3 Legal Limited, a limited liability company incorporated in England with company number 10589045. Top 3 Legal Limited is wholly owned by Orbach and Chambers Limited (Company No. 969186). Our registered office address is No. 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW.

Any notices under or relating to these terms and conditions must be in writing to this address and copied to the 'support' email address below.

"Top 3 Legal" is a registered trademark of Top 3 Legal Limited.

If you need to contact us, please email support@top3legal.com

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