

Terms and Conditions of Business

Background

Legal Sphere enables clients to find and work with legal advisors through our platform.

These terms and conditions (the Terms and Conditions of the Agreement) set out the terms of the agreement between you as a member of Legal Sphere and a user of the Platform (You or a Member) and Legal Sphere Technologies Ltd (“Legal Sphere”). Unless otherwise indicated below, these terms may be added to or varied in correspondence at any time.

Where we refer to you in the Terms, this also includes any person that accesses or uses Legal Sphere on your behalf. The terms should be read in conjunction with our Terms of Website to these terms you should immediately discontinue use of our Platform.

This Agreement will become legally binding once you have successfully undertaken the registration process.

Definitions

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Agreement	These Legal Sphere Terms and Conditions
Client	Means any person, firm or company who uses any of Legal Sphere’s services
Fees	The Legal Advisor Fee and the Legal Sphere Fee
IP Rights	any patent, trade mark, registered design or any application for registration of the same, or the right to apply for registration of the same, any copyright or related rights, database right, design right, rights in trade, business or domain names, rights in trade dress, rights in inventions, rights in confidential information or know-how or any similar or equivalent rights in any part of the world;
Legal advisor	any person whose Quote the Client receives from Legal Sphere in response to a Request for Quotes whether through the Site or otherwise;

Legal Advisor Fees	the fees, costs and charges to be paid for the Legal Advisor's services on an ongoing basis;
Legal Sphere Fees	the management fee to be paid by the Client to Legal Sphere. The Legal Sphere Fee shall be 5% of the Legal Advisor Fee.
Projects	any project in respect of which the Client submits a Request for Quotes;
Quote	a response from a Legal Advisor with an indication of the Legal Advisor Fees and any conditions applicable to the Legal Advisor Fees;
Request for Quotes	details of any matter in respect of which the Client requires legal advice and/or assistance submitted through the Site;
Restricted Jurisdictions	means countries where Legal Advisors are not legally permitted to share any fees with companies like Legal Sphere;
Review	A review of a legal advisor
Services	The service provided to manage and deliver quotes in response to requests for quotes on Legal Sphere's marketplace
Site	Legal Sphere's website located at www.legalsphere.co.uk together with (a) any associated mobile application and (b) any pages or widgets operated by Legal Sphere no third party websites or applications; and (c) associated information, products and services made available by Legal Sphere by email or directly to a mobile device.

The provider of Legal Sphere is Legal Sphere Technologies Ltd. You can contact us via our email at admin@legalsphere.co.uk. When the Terms make a reference to "we" or "us", that is a reference to Legal Sphere Technologies Ltd.

2. The "Legal Sphere Platform" consists of the Site, any Legal Sphere-branded apps we make available, any pages or widgets we operate on third party websites or applications, and the content and services we make available via the internet or mobile devices (including smartphones and tablets). It also includes the provision by us of associated information, products and services by e-mail or your mobile device.

3. The Legal Sphere Platform is designed to enable users to submit to us details of matters in respect of which they require legal advice and/or assistance (“Requests for Quotes”) and receive responses from Legal Advisors with an indication of the fees chargeable by them for their provision of that advice and/or assistance and any conditions applicable to those fees (“Quotes”).
4. Any person whose Quote we send to you in response to your Request for Quotes by means of the Legal Sphere Platform or who we otherwise directly introduce to you is a “Legal Advisor”.
5. You are responsible for accurately describing your requirements for any project in respect of which you submit a Request for Quotes (“Projects”).
6. “Connected Person” means a person or entity directly connected with you, including but not limited to any group undertakings (as defined in the Companies Act) and any individual connected with you and their family members
7. “Legal Advisor Fees” means the fees, costs and charges to be paid for a Legal Advisor’s services on an ongoing basis.

Disclaimers

8. We will use reasonable endeavours to make the Legal Sphere Platform available at all times. However, there may be occasions when access to the Legal Sphere Platform may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
9. Whilst we take steps to prevent misuse of our systems, we cannot warrant that Legal Sphere will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. We recommend that you always use up-to-date firewalls and anti-malware software to protect your equipment and data.
10. Legal Sphere is not a law firm, and we do not provide any legal services or legal advice. No legal professional privilege therefore applies to any information you provide to Legal Sphere. A legal professional privilege may (but will not necessarily) be formed through use of the Site between you and a Legal Advisor.

You and your legal advisor

10. *Qualification.* We check that Legal Advisors are qualified in the general legal field relevant to your Project. Although we may generally suggest one or more Legal Advisors based on your submitted request, we cannot make any kind of guarantee as to the legal ability, competence, or quality of the Legal Advisors who may be listed on the Site. We merely make the Legal Sphere Platform available to enable you to identify and determine the suitability of Legal Advisors for yourself. We do not warrant the accuracy, quality or completeness of any information or assistance obtained from Legal Advisors. We do not direct, have any control over, or make any assurance or representation about any Legal

Advisor. The ranking of Legal Advisors which we provide you with does not represent our view on suitability of that Legal Advisor to you.

11. *Suitability of Legal Advisor.* You should in all cases make your own enquiries as to the suitability of any Legal Advisor for your particular Project. You should not engage any Legal Advisor or make any deposit or other payment to them without having conducted such checks to your full satisfaction. While our hope is that you will be happy with every Legal Advisor you find through the Legal Sphere platform you should not engage any Legal Advisor if you have any doubts or concerns about them.
12. *Information on Legal Advisors.* We may include in the Legal Sphere Platform information sourced from Legal Advisors, including general news and information and profiles of individual Legal Advisors. We do not write or control that information and have no responsibility to you or any person for it. Any information on the Legal Sphere Platform is for general guidance only and is not legal advice. You should take all due care in relying on such information, as this is done at your own risk.
13. *Accepting Quotes.* If you accept any Quotes you will engage the Legal Advisor by signing a contract with the Legal Advisor (the “Terms of Engagement”). You hereby consent to the Legal Advisor sharing on an ongoing basis, the Terms of Engagement (including any attachments), your Projects, the scope of work they will complete for you and the agreed fees with Legal Sphere. However, we will not be a party to the Terms of Engagement between you and any Legal Advisor and therefore we shall not be liable for any loss or damage that results from any dealings between you and any Legal Advisor. It is your responsibility to select a suitable Legal Advisor and to negotiate the terms of any Project to be performed by the Legal Advisor selected and the Terms of Engagement.
14. *Disputes.* In the unlikely event that you have a dispute with a Legal Advisor, you must address such dispute directly to the Legal Advisor concerned. However, you agree to notify the details of the dispute to us as soon as reasonably practicable. We cannot be involved in your dealings with Legal Advisors. In the event that you have a dispute with one or more Legal Advisors, by using the Legal Sphere platform you release us from any and all claims, demands and damages of every kind arising out of or in any way connected with such disputes. Where you raise a complaint with us, we endeavour to respond within 14 days. If you do not receive a satisfactory response, you may take your complaint to the legal ombudsman.

Fees

15. *Fees.* Fees and the terms of fees are decided by you and the Legal Advisor.
16. *Payment.* Payment terms are agreed between you and the Legal Advisor. At a time agreed between you and the Legal Advisor, the Legal Advisor may invoice you.

Disputes

17. *Financial Data.* You understand and agree that in order to manage your account on the Legal Sphere Platform, Legal Sphere shall be entitled to access and use any financial data about your account including, without limitation, the communication of information about transactions (including charges and refunds), adjustments, and transactions involving your account.
18. *Termination.* Legal Sphere shall be entitled to (1) suspend or terminate the provision of legal services to the Client, and (2) pursue you for its Legal Advisor's fees directly.
- ~~19.~~ *Marketing Fee.* Following the completion of a project, the Legal Advisor is required to pay Legal Sphere a 5% marketing fee of the total project cost. The Legal Advisor is liable to a 5% marketing fee on the first three projects conducted with you, the client. Legal Sphere maintains the right to contact both you and your Legal Advisor to enquire whether you have conducted further projects with each other.
20. *Completion.* Completion of the project is defined as being the point at which the Legal Advisor and the client agree that the project is complete.
21. *Client money.* No client money within the definition of the Solicitor Regulation Authority guidelines or regulations will be held by us, or by the Legal Advisor.

Your Obligations Regarding the Service

22. *Request for Quotes.* The Client is solely responsible for the content, accuracy, and completeness of each Request for Quotes and agrees that each Request for Quotes shall only contain information which is true, accurate and current.
23. If Legal Sphere considers all or part of a Request for Quotes to be in breach of any of the provisions of this Agreement, Legal Sphere shall be entitled to:
 - (a) edit, modify or remove any parts of a Request for Quotes; and/or
 - (b) suspend or terminate the Client's access to the Site without notice.
24. The Client agrees not to use the Site in any unlawful manner and in particular shall not:
 - (a) include in any Request for Quotes or Review any information that infringes any IP Right of any person;
 - (b) submit to the Site any corrupted files, files that contain viruses, or any other item that may damage the operation of a computer or other electronic device;
 - (c) impersonate another person;
 - (d) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels on any material contained in a Request for Quote;
 - (e) cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired; or
 - (f) restrict or inhibit any other user from using and benefitting from the Site and/or the Services.

25. The Client may withdraw a Request for Quotes at any time by mailing admin@legalsphere.co.uk. This will not affect any engagement the Client has already entered into with a Legal Advisor.
26. The Client must not include in any Request for Quotes any information which could personally identify any other person, unless the Client is entitled to do so.
27. The Client is responsible for ensuring that it is legally entitled to submit to the Site any information included in a Request for Quotes. The Client may only use Legal Sphere to invite Quotes for genuine Projects where the Client has authority to engage a Legal Advisor and the Client's intention is to do so subject to agreeing suitable terms. The Client may not invite Quotes for any Project which is illegal or unlawful.
28. The Client agrees that information about the device it uses to access the Site may be collected and processed for fraud prevention purposes and the Client acknowledges that Legal Sphere may use third parties (and information they provide) to help prevent fraud or unauthorised access to the Site and/or the Service.
29. Legal Sphere reserves the right at all times to:
 - (a) edit, refuse to post, or to remove from the Site any information or materials for any reason whatsoever;
 - (b) disclose any information Legal Sphere deems appropriate to satisfy any obligation under applicable laws, regulatory requirements, legal processes, or to satisfy any request of the police, government or any regulatory body (including the Solicitors Regulation Authority); and
 - (c) terminate or restrict the Client's access to the Site and/or receipt of the Services at any time without notice for any reason whatsoever, including if Legal Sphere suspects that the Client is in breach of any of the terms of this Agreement.

Our obligations to you

30. By becoming a member of Legal Sphere, you will gain access to the profiles of the Legal Advisors in our network.
31. You authorise us to use any of your personal information which is relevant to our provision of services to you for all reasonable purposes in relation to your use of the Platform. We may retain and continue to process your personal information after the termination of this Agreement or any other agreement between you and us. Your personal information may be transferred or disclosed to and/or by third parties where necessary.
32. With your consent, your personal information may be used by us in order to provide you with information and marketing materials in relation to our other products and services by entering into this Agreement you confirm your wish for your personal information to

be processed for these additional purposes. If you do not wish to receive marketing information, please advise us in writing.

33. We have a conflicts of interest policy which sets out the types of actual or potential conflicts of interests which may arise given the nature of our business and provides details of how these are managed. Further details and updates of this policy can be provided on request.

Links

34. It is not possible for us to review all websites which are linked to from Legal Sphere (or link to Legal Sphere), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links

Our Relationship with our Legal Advisors

35. We do not have an employment relationship with our legal advisors. They act as independent contractors. We are not obliged to give them a minimum level of work. They do not have a minimum contract for work with us.

Notice

42. Any notice, demand or other communication given or made in connection with the Contract shall be in writing and delivered either personally or by prepaid first-class post or transmitted by electronic mail to the address and contact details contained in the Subscription Agreement.
43. Such notice, demand or other communication shall be deemed to have been duly delivered if:
- (a) personally delivered, upon delivery at the address of the relevant party;
 - (b) sent by first-class post, two Business Days after the date of posting; or
 - (c) emailed, 60 minutes from the time of transmission, provided that such transmission has not elicited a postmaster or equivalent response from the recipient or its service
 - (d) provider to the effect that the email has failed for some reason specified therein to be delivered.
36. Legal Sphere shall not be liable to you for any loss of income or profit suffered by you or for any indirect or consequential loss or damage of any kind incurred by you, whether arising under contract, tort or otherwise.
37. Legal Sphere does not advise monitor or seek to remind you of warranty periods or other notice periods.

38. Nothing in these terms and conditions shall exclude or in any ways limit Legal Sphere's liability for death or personal injury caused by its negligence and / or Legal Sphere's liability for fraudulent acts or omissions.
39. Any legal action arising out of these terms and conditions, or otherwise in relation to services provided by Legal Sphere must begin within 12 months after the cause of action arises.