

Terms and Conditions of Business

Background

Legal Sphere enables legal advisors to find and work with clients 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. “You” refers to the Legal Advisor signing this agreement.

Where we refer to you in the Terms, this also includes any person that accesses or uses Legal Sphere on your behalf. Use of our Platform is conditional upon your acceptance of these terms. If you do not agree 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
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Client	Any person whose Request for Quotes we send to you by means of the Legal Sphere Platform or who we otherwise directly introduce to you is a “Client”.
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 Legal Advisor 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 or any project conducted after a Legal Advisor and a Client are matched through the platform.
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.

Disclaimers

2. 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.
3. 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.
4. 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 a client provides to Legal Sphere. A legal professional privilege may (but will not necessarily) be formed through use of the Site between a client and a Legal Advisor.

You and your clients

5. Your obligations and rights
 - (a) You shall use all reasonable endeavours to meet any performance dates specified.
 - (b) The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
10. You are responsible for correctly handling all client interaction in accordance with SRA regulation.
11. *Qualification.* As a Legal Advisor, you must have a full up to date practicing certificate issued by the SRA. You must have adequate and appropriate indemnity insurance for the type of projects you engage with through the platform. You must only take on projects through the platform that you are qualified and competent to undertake.
12. *Client Due Diligence.* Legal Sphere does not conduct background checks on clients on the platform. It is your responsibility to perform adequate client due diligence on clients you engage with through the platform. This includes but is not limited to adequate Anti Money Laundering and Know Your Client checks.
13. *Providing Quotes.* You must only engage with clients on projects that you are qualified for and competent to undertake. It is your responsibility to engage with clients and to understand their project requirements. You are responsible for defining the terms of your quotes with any clients you engage with through the platform.

14. *Starting Projects with Clients.* To start a project with a client, you must provide your terms on engagement with both parties signing the contract. You hereby consent to sharing on an ongoing basis, the Terms of Engagement (including any attachments), your Projects, the scope of work you are completing for your clients and the agreed fees with Legal Sphere.
15. *Liability:* Legal Sphere is not a party to the Terms of Engagement between you and any clients and therefore we shall not be liable for any loss or damage that results from any dealings between you and your clients. It is your responsibility to select your clients and to negotiate the terms of any Project to be performed by you and the Terms of Engagement.
16. *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.
17. *Client Care.* You are responsible for providing your clients with adequate client care and for making them aware of client care procedures including but not limited to, complaints procedures, the legal ombudsman and your insurance.
18. *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.
19. *Disputes.* In the unlikely event that you have a dispute with a client, you must address such dispute directly to the client 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 clients. In the event that you have a dispute with one or more clients, 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 and Payments

20. *Fees.* Fees and the terms of fees are decided by you and your clients.
21. *Payment.* Payment terms are agreed between you and your clients. You are responsible for collecting payment from your clients. Legal Sphere does not accept any liability for unpaid client fees.
22. *Marketing Fee.* Following the completion of a project, you are required to share the full cost of the project with Legal Sphere and pay 5% of the total project fee to Legal Sphere as a marketing fee. You must pay Legal Sphere this fee on the first three projects you complete with any client you connect with through the platform. Legal Sphere maintains the right to contact both you and your clients to enquire whether you have conducted further projects with each other.

Financial Data and Termination

23. *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.
24. *Termination.* Legal Sphere shall be entitled to (1) suspend or a Legal Advisors profile on the platform.

Our Relationship with you

25. We do not have an employment relationship with you as a Legal Advisor. You will act as an independent contractor. We are not obliged to give you a minimum level of work. You do not have a minimum contract for work with us.
26. 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.

Legal Advisor's Obligations Regarding the Platform

27. The Legal Advisor agrees not to use the Site in any unlawful manner and in particular shall not:
- (a) 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;
 - (b) impersonate another person;
 - (c) 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;
 - (d) 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
 - (e) restrict or inhibit any other user from using and benefitting from the Site and/or the Services.
28. The Legal Advisor may withdraw their profile at any time by mailing admin@legalsphere.co.uk.
29. The Legal Advisor agrees that information about the device it uses to access the Site may be collected and processed for fraud prevention purposes and the Legal Advisor 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.

The Client's Obligations Regarding the Service

30. *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.

31. 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.

32. The Client agrees not to use the Site in any unlawful manner and in particular shall not:

- (f) include in any Request for Quotes or Review any information that infringes any IP Right of any person;
- (g) 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;
- (h) impersonate another person;
- (i) 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;
- (j) 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
- (k) restrict or inhibit any other user from using and benefitting from the Site and/or the Services.

33. 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.

34. 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.

35. 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.

36. 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.

37. Legal Sphere reserves the right at all times to:

- (c) edit, refuse to post, or to remove from the Site any information or materials for any reason whatsoever;
- (d) 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
- (e) 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

38. By becoming a member of Legal Sphere, you will gain access to requests for Quotes from clients in our network.
39. 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.
40. 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.
41. 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

42. 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

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.

43. Legal Sphere does not advise monitor or seek to remind you of warranty periods or other notice periods.
44. 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.
45. 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.

Data protection

46. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.]
47. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
48. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.]
49. The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or

destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) [notify the Customer without undue delay on becoming aware of a personal data breach;]
- (g) [at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and]
- (h) [maintain complete and accurate records and information to demonstrate its compliance with this clause [and allow for audits by the Customer or the Customer's designated auditor] and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.]]