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## TERMS OF SALE

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### BACKGROUND:

These Terms of Sale set out the terms under which Services, accessed via Subscriptions, is sold by Us to business customers delivered through Our mobile application ("Our App"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Our Services. These Terms of Sale, as well as any and all Contracts, are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Contract"</b>	means a contract for the purchase of a Subscription to access Services, as explained in Clause 6;
<b>"Data Protection Legislation"</b>	means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;
<b>"Services"</b>	means as set out in Schedule 1;
<b>"Subscription"</b>	means a Subscription to access Services;
<b>"Subscription Confirmation"</b>	means Our acceptance and confirmation of your purchase of a Subscription;
<b>"Subscription ID"</b>	means the reference number for your Subscription;
<b>"Website"</b>	means the site domain <a href="http://legalutopia.co.uk">legalutopia.co.uk</a> ; and

**“We/Us/Our”**

means Legal Utopia Limited , a company registered in England under 10909418, whose registered address is Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB.

**2. Information About Us**

- 2.1 Our App, available from the Apple App and Google Play stores, is owned and operated by Us.
- 2.2 We are regulated by the Information Commissioner's Office under registration number **ZA324233**.
- 2.3 You can make a complaint to the Legal Ombudsman about the pricing or quality of legal services We provide under these Terms of Sale here: <https://www.legalombudsman.org.uk/make-a-complaint/>
- 2.4 You can make a complaint concerning Our professional conduct or Our solicitors' or employees' conduct to the Solicitors Regulation Authority under these Terms of Sale here: <https://www.sra.org.uk/consumers/problems/>
- 2.5 You can make a complaint concerning your personal data to the Information Commissioner's Office here: <https://ico.org.uk/make-a-complaint>
- 2.6 You can make a complaint to Us under Our complaints policy available here: <https://legalutopia.co.uk/complaints-policy>

**3. Access to and Use of Our App**

- 3.1 Access to Our Services is subject to an annual fee.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Services
- 3.3 Access to Our Services is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our App (or any part of it) at any time and without notice. We will not be liable to you in any way if Our App (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our App is subject to Our Apps' Terms of Use. Please ensure that you have read them carefully and that you understand them.

#### **4. Business Customers and Consumers**

- 4.1 These Terms of Sale apply to business customers only.
- 4.2 These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

#### **5. Subscriptions, Services, Pricing and Availability**

- 5.1 We may, from time to time, change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 30 days before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 11.1.
- 5.2 Minor changes may, from time to time, be made to certain Services, for example, to reflect changes in relevant laws, regulatory, or App Store policy requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Services and should not normally affect your use of Our Services. However, if any change is made that would affect Our Services, suitable information will be provided to you.
- 5.3 Where any updates are made to Services, those Services will continue to match Our description of it as provided to you before you purchased your Subscription to access Services. Please note that this does not prevent Us from enhancing the Services, thereby going beyond the original description.
- 5.4 We make all reasonable efforts to ensure that all prices shown on Our Website are correct at the time of going online. All pricing information is reviewed and updated from time-to-time. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.9 regarding VAT, however).
- 5.5 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to

purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 24hrs, We will treat your order as cancelled and notify you of this in writing.

- 5.6 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.4.
- 5.7 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Website at the time of placing your order. Subsequent Subscriptions and renewals will be charged at the new price.
- 5.8 Prices on Our Website are shown exclusive of VAT. If We become subject to VAT or the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## **6. Orders – How Contracts Are Formed**

- 6.1 Our Website will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Services that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Website constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you

a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.

- 6.4 Subscription Confirmations shall contain the following information:
  - 6.4.1 Your Subscription ID;
  - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription available as part of it;
  - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
  - 6.4.4 The duration of your Subscription (including the start date, and the expiry).
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment, any such sums will be refunded to you.
- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

## **7. Payment**

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation.
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept any payment method accepted by Stripe, including Apple Pay.
- 7.4 If you do not make any payment due to Us on time, We will suspend your access to the Services. For more information, please refer to sub-Clause 8.4. If you do not make payment within 7 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.5 If you believe that We have charged you an incorrect amount,

please contact Us at [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk) as soon as reasonably possible to let Us know.

## **8. Provision of Services**

- 8.1 Services appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
- 8.2 In some limited circumstances, We may need to suspend the provision of Services (in full or in part) for one or more of the following reasons:
  - 8.2.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
  - 8.2.2 To update the Services to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or
  - 8.2.3 To make more significant changes to the Services, as may be the case from time to time.
- 8.3 If We need to suspend availability of the Services for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Services, in which case We will inform you as soon as reasonably possible after suspension). You will not be charged while availability is suspended, and your Subscription will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 24hrs). If the suspension lasts (or We tell you that it is going to last) for more than 72hrs, you may end the Contract as described below in sub-Clause 11.2.
- 8.4 We may suspend provision of the Services if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 7 days of Our notice, We may suspend provision of the Services until We have received all outstanding sums due from you. If We do suspend provision of the Services, We will inform you of the suspension. You will not be charged for any Services while provision is suspended.

## **9. Licence**

- 9.1 When you purchase a Subscription to access Services, We will grant

you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant materials for commercial purposes. The licence granted to you does not give you any rights in Our materials (including any material that We may licence from third parties).

9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:

9.2.1 Subject to sub-Clause 9.1, You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the material (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

9.3 Our status as the owner and author of the Content on Our Website and/or Our Apps (or that of identified licensors, as appropriate) must always be acknowledged.

9.4 You may not use any Content saved or downloaded from Our Website and/or Our Apps for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Website and/or Our Apps for general information purposes by consumers.

## **10. Ending Your Subscription**

10.1 You may cancel your Subscription at any time, however subject to sub-Clause 10.2 and Clause 11 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Services for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

10.2 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible, and do not attempt to access any Services. Provided you have not accessed any Services since the start date (or renewal date, as appropriate) of the Subscription, We will be able to cancel the Subscription and issue a full refund. If you have accessed any Services once the Subscription has started, We will not be able to offer any refund, and you will continue to have access to the Services for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

10.3 If you wish to exercise your right to cancel under this Clause 10, you must inform Us of your cancellation. Cancellation by email or by post

is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:

10.3.1 Email: [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk);

10.3.2 Post: Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB;

In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

- 10.4 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 10.5 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 10.6 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription.

## **11. Ending the Contract Because of Something We Have Done (or Will Do)**

- 11.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Services (as described in sub-Clauses 5.1 or 5.3), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period, and you will continue to have access to the Services until that date.
- 11.2 If We have suspended availability of the Services for more than 72hrs, or We have informed you that We are going to suspend availability for more than 72hrs, you may end the Contract immediately, as described in sub-Clause 8.3. If you end the Contract for this reason, We will issue you with a full or partial refund.
- 11.3 If availability of the Services will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See sub-Clause 14.2.6 for more information. If you end the Contract for this reason, We will issue you with a full or partial refund.



- 11.4 If We inform you of an error in the price or description of your Subscription or the Services and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 11.6 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your cancellation directly to cancel, please use the following details:
- 11.6.1 Email: [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk);
- 11.6.2 Post: Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB;
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 11.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.8 Refunds under this Clause 11 will be issued to you as soon as possible and, in any event, within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.9 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

## **12. Our Liability for Services**

- 12.1 Subject to sub-Clause 12.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 12.2 Subject to sub-Clause 12.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the Contract in question, whichever is the greater sum.
- 12.3 If you are seeking to make any claim against Us, there shall be no

liability in respect of such claim(s) unless you give Us written notice of the claim, stating in reasonable detail the nature of the claim and your best estimate of the amount of the claim by you or a representative acting on your behalf within 1-year of the date of the expiry of the Subscription purchased.

- 12.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

### **13. Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 13.2.5 If the event outside of Our control continues for more than 7 days, We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and, in any event, within 14 calendar days of the date

on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;

13.2.6 If an event outside of Our control occurs and continues for more than 7 days and you wish to cancel the Contract as a result, you must notify Us in writing. If you would prefer to contact Us directly to cancel, please use the following details:

Email: [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk);

Post: Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB;

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and, in any event, within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

#### **14. Communication and Contact Details**

If you wish to contact Us with general questions, Order queries, cancellation or complaints, you may contact Us by email at [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk), or by post at Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB.

#### **15. Complaints and Feedback**

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [legalutopia.co.uk](http://legalutopia.co.uk).

15.3 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:

15.3.1 In writing, addressed to Customer Service, Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 4AB;

15.3.2 By email, addressed to Customer Service at [customerservice@legalutopia.co.uk](mailto:customerservice@legalutopia.co.uk)

## **16. How We Use Your Personal Information (Data Protection)**

- 16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.
- 16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://legalutopia.co.uk/privacy-policy.html> and Cookie Policy <https://www.legalutopia.co.uk/cookie-policy.html>.

## **17. Confidentiality**

We agree to keep your disclosure of any information or data strictly confidential and in accordance with the Confidentiality Agreement. The Confidentiality Agreement is incorporated into this contract by this reference.

## **18. Other Important Terms**

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected, and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way, and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that

We will waive any subsequent breach of the same or any other provision.

- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 11.1 above).

## **19. Law and Jurisdiction**

- 19.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom, or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **SCHEDULE 1 - SERVICES**

We will operate and maintain Our Apps on the Apple App Store and Google Play Store in the United Kingdom to deliver the Find A Lawyer and Book A Lawyer services to the users of Our Apps to the best of Our ability.

Our Services are provided for a duration of 12 calendar months from the date of implementation by Us of the required information, provided by you, for Our Apps.

### **Our Services**

We shall facilitate and maintain your business profile and information within the Find A Lawyer service making updates for existing information fields and exclusive additional fields (as provided on Our Website) within 24hrs of a written request to Us.

We shall facilitate and maintain the ability for Our users of Our Apps to access the Find A Lawyer service to access enhanced information that you provide to Us within the design of your dedicated premium profile.

We shall facilitate and maintain ten solicitor's profiles and information within the Find A Lawyer and Book A Lawyer services, as well as provide you with an online, secure portal to make updates within existing and exclusive premium information fields (as provided on Our website).

We shall facilitate and maintain the exclusive recommendation of premium Subscription holders within Our Apps' 'Legal Checker' service.

We shall facilitate and maintain the ability for Our users of the Apps to access the Book A Lawyer service and schedule audio and video conference calls with you via a dedicated channel exclusive to Our Apps' user subscribers and credits holders. This will be displayed in a randomized format of relevant solicitor's profiles.

In addition, We will provide you with an online, secure portal to set your scheduling availability and/or via an appropriate email provider integration mechanism.

We shall also facilitate and maintain the ability for Our users of Our Apps to access your premium solicitor's profiles within the standard solicitor's booking channel. This will be displayed with priority to relevant (based on expertise) premium solicitor's profiles and in a randomised format.

Our facilitation of the provision of the audio and video conferencing services as part of Our Services to you is limited to Our users of Our Apps that make bookings with you via Our Apps.

We shall facilitate the collection of Know Your Customer (KYC) information for both business and individual users prior to allowing users to make consultation bookings with you, as well as provide you with an online, secure portal to access this information.

We shall, on written receipt, provide you with technical support for the ongoing management and delivery of Our Services to you limited to the technical aspects of Our Services under this Contract. This technical support will be available on working days in England from 0900 to 1700 hours only.

We shall limit the sale of the Premium Subscription to one-hundred exclusive providers at any one time.