

Conditions d'utilisation

1. General

1.1. By accessing and using the Simmons & Simmons elexica site (the "Site") you agree to be bound by these Terms of Use, the [Privacy Policy](#) and any additional terms which are set out on the Site from time to time, which together govern such access and use (collectively the "Terms"). The Terms may be translated into languages other than English. The English language version of the Terms shall prevail to the extent that there is any conflict or inconsistency with any such translated version.

1.2. Please read the Terms carefully before you start to use the Site. If you do not agree to the Terms, do not use the Site.

1.3. We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

1.4. The Site is owned by Simmons & Simmons LLP, CityPoint, One Ropemaker Street, London EC2Y 9SS, and its affiliated practices, successors and assigns, including (without limitation) elexica Limited ("we", "us" or "our"). We are authorised and regulated by the Solicitors Regulation Authority, whose rules can be found on their website at www.sra.org.uk.

1.5. Before 1 November 2010, the international law firm "Simmons & Simmons" was a general partnership constituted under the laws of England & Wales. Some documents available on the Site were produced before 1 November 2010. Nothing in those documents is to be taken to indicate that Simmons & Simmons LLP or any of its limited liability affiliated practices are unlimited liability partnerships, general partnerships, or in general partnership with each other.

1.6. If you are a client of ours for whom we provide or have provided legal advice, your relationship with us in relation to that advice will be governed by the terms of engagement in place between you and us from time to time ("Terms of Engagement"). However, all access to and use of the Site by you is governed by these Terms of Use, and if there is a conflict between these Terms of Use and the Terms of Engagement, these Terms of Use will prevail.

2. Accessing the Site

2.1. The amount of material you can access on the Site depends on your business relationship with us, based on the email address you give us at the time of registration and validation.

2.2. You must treat your password as confidential and you must not disclose it to any third party. We have the right to disable any password at any time, if in our opinion you have failed to comply with any of the provisions of the Terms.

2.3. If you have been given access to any part of the Site by mistake, if you know or suspect that anyone other than you knows your password, or if you become aware of a breach of confidentiality or any unauthorised use of the Site, you must promptly notify us by email at elexica@simmons-simmons.com.

2.4. You are responsible for making all arrangements necessary for you to have access to the Site. Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site at any time without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period.

2.5. If you breach the Terms, your right to access and use the Site will cease immediately.

3. Using the Site

3.1. Whilst we take all reasonable efforts to update the information contained on the Site, we make no representations, warranties or undertakings about any of the information, content or materials provided on the Site (including, without limitation, any as to quality, accuracy, completeness or reliability).

3.2. All material included in the Site is for informational purposes only and does not purport to be or constitute legal or other advice. You should not rely on it as legal advice. Professional legal advice should be obtained before taking or refraining from an action as a result of the contents of the Site. The Site is for information purposes only and is not an advertisement.

3.3. Please note that the information and documents available on the Site are only relevant to the jurisdictions in which they are expressly stated to apply and may not be suitable for use in other jurisdictions. We cannot accept responsibility if you choose to do so. In particular, due to the nature of the legal systems of the United States of America and Canada, the information and documents available on the Site, or which can be downloaded from it, must not be used in matters or purposes where the courts of the United States of America or Canada have jurisdiction.

3.4. Any materials displayed, made available or hosted on the Site ("Documents") are confidential. You must only use Documents for your own personal use or for internal business purposes in the normal and proper course of the business or your employer.

3.5. Upon our request at any time, you must, at our option, return or destroy any copies that you have made of Documents.

4. Intellectual Property Rights

4.1. As between us and you, we are the owner or the licensee of all intellectual property rights in the Site (including any software relating to the Site ("Software")) and in the material displayed, made available or hosted on it, including without limitation any database, metadata, reports, Documents, downloads or other materials created by us (or on our behalf), and the design, text, graphics, their selection and arrangement, (the "Materials") and you do not acquire any right, title or interest in the Site, [the Software] or the Materials. The Site, the Software and the Materials are Copyright © 1997-2013, Simmons & Simmons LLP or its licensors. All such rights are reserved, and all moral rights are asserted and reserved.

4.2. Except to the extent necessary to use the Site in accordance with the Terms, you must not copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, show in public, systematically extract, or commercially exploit all or any part of the Site, the Software or the Materials without our prior written consent.

4.3. We permit you to copy, print or link to any free material from the Site for your own personal use or for internal business purposes in the normal and proper course of the business of your employer provided that you acknowledge elexica as the source of the material (such acknowledgement and the Site address (www.elexica.com) to be included in the copy of the extracted material) and you do not do so for profit.

4.4. You must not hold out as a Simmons & Simmons document any item taken from the Site and subsequently amended by you. You are not permitted to provide copies, disseminate, distribute, sell, re-sell, or reproduce the Site or its contents (or any part of it) for any commercial purpose.

4.5. elexica and the elexica wordmark are trade marks of elexica Limited. You may not make use of these trade marks without our prior written consent.



4.6. Except as provided at paragraph 4.3, you may not link to the Site (including links to any materials provided on the Site), nor frame it, without our express permission. Generally, we will agree to any reasonable request to link to the Site.

5. Viruses etc.

5.1. You must not misuse the Site by knowingly introducing viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information ("Viruses"). You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

5.2. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, Viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

6. Links from the Site

Where the Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

7. Our liability

7.1. Nothing in the Terms will limit our liability for death or personal injury arising from our negligence, fraudulent misrepresentation or any other liability which cannot be excluded under applicable law.

7.2. Subject to paragraph 7.1 above, to the maximum extent permitted by applicable law, we will not be liable for any loss or damage of any kind, whether in tort (including negligence), contract or otherwise, even if foreseeable, arising out of or in connection with your use of, or inability to use, the Site.

7.3. You acknowledge and agree that third party service providers engaged by us may provide certain services in respect of the Documents and/or the Site. We shall use reasonable endeavours to check the accuracy and completeness of information provided by such third parties, but otherwise shall not be responsible for the accuracy and completeness of such information and shall not be responsible in any way for the acts or omissions of such third parties in connection with such services.

7.4. Nothing on the Site constitutes a binding offer to perform any legal service in any jurisdiction.

7.5. We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as possible.

7.6. To the maximum extent permitted by applicable law, all warranties, conditions and other terms implied by statute or common law are excluded from the Terms.

8. Our Employees

You agree not to bring a claim against any of our employees personally. This clause shall not exclude or limit the liability of Simmons & Simmons or its partners for the acts or omissions of its employees performed under the firm's supervision or within the scope of the employee's contract of employment with the firm. It is agreed that our employees shall have the right to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

9. Third party rights

Except as set out in paragraph 8 above, no provision of the Terms shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10. Governing law

The terms will be governed by, and construed in accordance with, the laws of England & Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.

11. Need Help?

Visit [ellexica help](#), or [contact us](#).

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