



## IPdoxx® terms of use

### 1. Interpretation

1.1. In these terms of use, the following words and expressions will have the following meanings, unless the context will otherwise require:

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| “Advice”    | an advice purchased by the Customer for the completion of Document, using the IPdoxx® Service, which advice may include: <ul style="list-style-type: none"><li>a) an opinion upon the information necessary for the completion of a Document; and/or</li><li>b) drafting by the Seller for the completion of a Document;</li></ul> |
| “BSB Terms” | the terms of work determined by the Bar Standards Board, necessary for the purposes of an Advice;  |
| “Contract”  | a contract between the Seller and the Customer, for the sale and purchase of a Document, and incorporating the Terms of Use;   |
| “Customer”  | a Person, who purchases, or considers purchasing, a Document, subject to Contract;   |

“Document”	a document listed in the Price List, or such other document as the Seller may add to the Price List, from time to time;
“IPdoxx® Service”	the service of IPdoxx® for the advertising, and selling, of a Document, together with any Advice;
“Membership”	a means of purchasing a variable selection of more than one Document, from time to time;
“Pricing Model”	the price payable for: <ul style="list-style-type: none"> <li>a) each individual Document (according to the Price List);</li> <li>b) a Membership; or</li> <li>c) a Subscription;</li> </ul>
“Price List”	the IPdoxx® price list of the Seller, stating the price and description of each individual Document;
“Seller”	Scott Farnsworth of BioCity Nottingham, Pennyfoot Street, Nottingham, United Kingdom. NG1 1GF;
“Subscription”	a means of purchasing a fixed selection of more than one Document;
“Terms of Use”	these terms of use, together with any amendments or annexes as: <ul style="list-style-type: none"> <li>a) the Seller may determine and include; or</li> <li>b) the parties may agree,</li> </ul> in writing, from time to time; and
“Website”	the website of the Seller at <a href="https://www.scottfarnsworth.biz/ipdoxx/">https://www.scottfarnsworth.biz/ipdoxx/</a> .

- 1.1. A reference in the Terms of Use to the parties will mean the Seller and the Customer together, and a reference to a party will mean either of them.
- 1.2. A reference to a particular law is a reference to that law as it is in force for the time being, taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under that law.

- 1.3. Words in the singular include the plural, and in the plural include the singular.
- 1.4. A reference to:
  - 1.4.1. one gender will include a reference to the other gender; and
  - 1.4.2. a clause will mean a clause of the Terms of Use.
- 1.5. Terms of Use headings are inserted for convenience only, and will not affect their construction or interpretation.
- 1.6. Any reference to a 'person' will include an individual, firm, unincorporated association, body corporate or other institution.

## 2. Application of the Terms of Use

- 2.1. Subject to any variation under clause 2.2 or clause 2.4 (or both), the Contract will be upon and governed by the Terms of Use only, to the exclusion of any and all other terms or conditions, including any terms or conditions the Customer purports, or seeks to apply under any email, purchase order, confirmation of order, specification or other request for a Document.
- 2.2. No terms or conditions endorsed upon, delivered with or contained within the Customer's email, purchase order, confirmation of order, specification or other request for a Document, will form part of the Contract simply as a result of such terms or conditions being referred to by the Customer within such document.
- 2.3. The Terms of Use apply to all the Seller's sales of each and every Document, and any variation to the Terms of Use, and any representations about a Document will have no effect, unless expressly agreed in writing, and signed by the Seller.
- 2.4. The Seller reserves the right to vary the Terms of Use under which the IPdoxx® Service is offered, and further and without prejudice to clause 2.5, the Customer is expected to check the most recent edition of the Terms of Use from time to time, and to take notice of any variation made by the Seller, as they will be deemed by the parties to be binding upon each of them.
- 2.5. The Customer's use of the IPdoxx® Service, on his own behalf or on behalf of any person, signifies, and will be deemed by the parties as the Customer's or said person's consent and agreement to the Terms of Use. As such, the Customer represents and warrants to have downloaded from the Website, read, understood and accepted the Terms of Use.
- 2.6. The Customer acknowledges, understands and accepts that it has not relied upon any statement, promise or representation made or given by or on behalf of the Seller, which is not set out within the Contract.

- 2.7. No order placed by the Customer will be deemed to be accepted by the Seller, until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Document to the Customer.
- 2.8. The Customer will ensure and warrants the request for a Document set out within its email, purchase order, confirmation of order, specification or other request for a Document are complete and accurate.
- 2.9. Any quotation for a Pricing Model is given on the basis that no Contract will come into existence until the Seller despatches an acknowledgement of order to the Customer. Any such quotation is valid for a period of 30 (thirty) days only from its date, provided that the Seller has not previously withdrawn it.
3. Legal capacity
  - 3.1. The Customer represents and warrants that he possess the legal right, capacity and ability to agree to the Terms of Use, and use the IPdoxx® Service in accordance with the Terms of Use. In the event the Customer is an individual, the Customer represents and warrants that he is at least 18 (eighteen) years old. In the event the Customer is using the IPdoxx® Service on behalf of an organisation, the Customer represents and warrants that he has the ability and authority to agree to the Terms of Use on behalf of such organisation.
4. Using the IPdoxx® Service
  - 4.1. By using the IPdoxx® Service, the Customer acknowledges, understands and accepts:
    - 4.1.1. the IPdoxx® Service is an online legal document service, created and developed by the Seller;
    - 4.1.2. there are over 90 pre-prepared template Documents offered as part of the IPdoxx® Service;
    - 4.1.3. each Document involves a simple intellectual property scenario, and is written by the Seller;
    - 4.1.4. each Document is available in the Microsoft word format only, and no other format;
    - 4.1.5. each Document comes with a pre-prepared standard text only, and a guidance sheet upon those parts of the Document that require information, and the types of information needed. As such, the Customer acknowledges, understands and accepts the standard text may not be appropriate for each or any of the Customer's needs;

- 4.1.6. the Customer takes sole responsibility for selecting a Document, and the Seller will accept no responsibility for any incorrect or inappropriate Document selected by the Customer. As such, the Customer acknowledges, understands and accepts there will be no refund for any incorrect or inappropriate Document selected by the Customer;
- 4.1.7. the Customer will ensure a Document is suitable for use by the Customer, or any person on whose behalf the Customer acts, having regard to individual circumstances and requirements. Further and without prejudice to clause 9, the Seller disclaims any and all liability for actions taken or not taken by the Customer based upon any Document;
- 4.1.8. the information input to a Document by the Customer will be at the Customer's sole discretion and responsibility, and the Customer alone will be responsible for ensuring any such information is accurate, correct and appropriate;
- 4.1.9. the Seller will not accept or have any liability or responsibility for any information input to a Document by the Customer;
- 4.1.10. the Seller will not accept or have any liability or responsibility for any amendments including, but not limited to, any additions to or deletions from the standard text of any Document, which are made by the Customer, or any Person acting on behalf of the Customer;
- 4.1.11. subject to clause 5:
  - 4.1.11.1. the IPdoxx® Service will not provide legal advice, nor does it represent a legal service; and
  - 4.1.11.2. no barrister-client relationship is formed through use of the IPdoxx® Service; and
  - 4.1.11.3. each Document or service bought by the Customer, which is separately identifiable, is the subject of a separate contract. Accordingly, performance or breach of one contract does not affect any other; and
- 4.1.12. the Seller does not warrant or guarantee the accuracy, appropriateness, adequacy or completeness of any Document, and the Customer's use of a Document is and will remain at the Customer's own risk.

## 5. Advice and Document completion

- 5.1. Following the purchase of any Document, the Customer may seek an Advice from the Seller for the completion of such Document. The Customer acknowledges, understands and accepts:
  - 5.1.1. proof of purchase of a Document must be provided to the Seller for the purposes of seeking an Advice; and

- 5.1.2. an Advice may only be sought with regard to a Document, and no other document, instrument or written material.
- 5.2. In the event of an Advice sought by the Customer, the Customer will contact the Seller by email at [scott@scottfarnsworth.biz](mailto:scott@scottfarnsworth.biz) to determine:
- 5.2.1. the nature of the Advice sought by the Customer; and
- 5.2.2. the time cost necessary to complete the Advice.
- 5.3. The Customer acknowledges, understands and accepts the time cost necessary to complete any Advice will be:
- 5.3.1. at the absolute discretion of the Seller;
- 5.3.2. based upon accurate and complete information provided by the Customer to the Seller; and
- 5.3.3. costed according to the Sellers's standard hourly rate, set out on the Website at <https://www.scottfarnsworth.biz/fees/>.
- 5.4. The Customer acknowledges, understands and accepts:
- 5.4.1. the Seller is a practising barrister, regulated by the Bar Standards Board;
- 5.4.2. any Advice sought by the Customer will:
- 5.4.2.1. be a legal advice, and represent a legal service; and
- 5.4.2.2. create a barrister-client relationship, formed through use of the IPdoxx® Service;
- 5.4.3. by reason of clause 5.4.2, the Seller will provide to the Customer the BSB Terms, prior to commencing any Advice;
- 5.4.4. it is a necessary requirement the Customer must accept the BSB Terms, prior to the Seller commencing any Advice;
- 5.4.5. the information provided by the Customer to the Seller will be at the Customer's sole discretion and responsibility, and the Customer alone will be responsible for ensuring any such information is accurate, correct and appropriate; and
- 5.4.6. the Seller will not accept or have any liability or responsibility for any information provided by the Customer to the Seller.
- 5.5. Any Advice will be subject to:

5.5.1. the Terms of Use; and

5.5.2. the BSB Terms, which terms are set out on the Website at <https://www.scottfarnsworth.biz/terms-of-work/>.

5.6. In the event of any conflict between the Terms of Use and the BSB Terms, the BSB terms will prevail.

5.7. The time cost of any Advice will be payable according to clause 8.

## 6. Limitations on use

6.1. The content of each Document is for the personal use of the Customer only. The Customer represents, and undertakes to the Seller not to:

6.1.1. use any Document for commercial exploitation;

6.1.2. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, advertise, promote or create derivative works from the content of any Document; and/or

6.1.3. copy, modify, reproduce, republish, distribute, display, or transmit, for any commercial, non-profit or public purposes, all or any portion of a Document, except to the extent permitted by the Terms of Use.

6.2. The Customer acknowledges, understands and accepts that unauthorised use of a Document, in any way according or similar to clause 6.1, is prohibited, and will be a breach of the Terms of Use by the Customer.

## 7. Price and Pricing Model

7.1. Unless otherwise agreed by the Seller in writing, the price for each Document will be the price set out for that Document within the Price List, made available and effective from the 1<sup>st</sup> January 2021, and subject to amendment, from time to time, at the discretion of the Seller.

7.2. The Customer acknowledges, understands and accepts:

7.2.1. the price payable; and

7.2.2. the description of

each Document is clearly set out within the Price List.

- 7.3. The Customer may select any Pricing Model. Subject to clause 7.1, any Pricing Model will be at the absolute discretion, and determination of the Seller.
- 7.4. The price for any Document under any Pricing Model will be exclusive of any value added tax, and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, if any of which are applicable, all of which amounts the Customer will pay in addition, when payment is due to pay for the Document.

## 8. Payment

- 8.1. Payment of the price for a Document, and any Advice, will be due in pounds sterling, prior to the despatch of that Document.
- 8.2. Time for payment will be of the essence.
- 8.3. No payment will be deemed to have been received until the Seller has received cleared funds.
- 8.4. All payments payable to the Seller under the Contract will become due immediately upon its termination despite any other provision.
- 8.5. The Customer will make all payments due under the Contract in full without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.
- 8.6. In the event the Customer fails to pay the Seller any sum due pursuant to the Contract, the Customer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Yorkshire Bank, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 9. Limitation of liability

- 9.1. The following provisions set out the entire financial liability of the Seller to the Customer in respect of:
  - 9.1.1. any breach of the Terms of Use;
  - 9.1.2. any use made or resale by the Customer of any of the Documents; and
  - 9.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.



- 9.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. Further and for the avoidance of doubt, the Seller makes no representation or warranty that any Document will be:
- 9.2.1. useful to the Customer's needs;
  - 9.2.2. of satisfactory quality;
  - 9.2.3. fit for a particular purpose; and/or
  - 9.2.4. available or accessible, without interruption, or without error.
- 9.3. Nothing in the Terms of Use excludes or limits the liability of the Seller:
- 9.3.1. for death or personal injury caused by the Seller's negligence;
  - 9.3.2. under section 2(3), Consumer Protection Act 1987;
  - 9.3.3. for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
  - 9.3.4. for fraud or fraudulent misrepresentation.
- 9.4. Subject to clause 9.1.3 and clause 9.3:
- 9.4.1. the Seller's total liability to the Customer, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract, will be limited to the price paid for the Document, from which Document it is proved, upon a balance of probabilities, by the Customer such liability arose; and
  - 9.4.2. the Seller will not be liable to the Customer for any loss of profit, loss of business, or depletion of goodwill, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused), which arise out of or in connection with the Contract.

## 10. General

- 10.1. In the event any clause of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that clause will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining clauses of the Contract, and the remainder of such clause will continue in full force and effect.
- 10.2. Any failure or delay by the Seller to insist upon or enforce strict performance or part performance of any clause within the Contract will not be construed as a waiver of any clause or right under the Contract. Neither any course of conduct between the parties, nor trade practice will act to modify any clause of the Contract. The Seller's rights, powers and remedies under the Contract, including without limitation the right to suspend, restrict or terminate any use of the IPdoxx® Service, are cumulative, and in addition to and not in substitution for any right, power or remedy that may be available to the Seller, whether in law or in equity (or both).
- 10.3. The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any Person that is not a party to it.
- 10.4. The Terms of Use, as amended from time to time, constitute the entire agreement between the parties with respect to the matters referred to in the Terms of Use, and supersede all prior and contemporaneous agreements and understandings between the parties, whether electronic, oral or written, with regard to such matters.
- 10.5. The Contract, and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, including non-contractual disputes or claims, will be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

Intellectual Property