

CLEARY GOTTLIB

# Terms of Use & Legal Notices



*Last updated on October 30<sup>th</sup> 2024*



## **PLEASE READ THESE TERMS CAREFULLY**

These Terms of Use (the “**Terms**”) are entered into by and between you and Cleary Gottlieb Steen & Hamilton LLP (referred to herein as “**Cleary Gottlieb**”, the “**Firm**”, “**we**,” “**us**” or “**our**”) and set forth the terms and conditions that apply to your access and use of this website. By accessing and using this website, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use or access this website.

Cleary Gottlieb reserves the right to make changes to, modify or supplement this website and these Terms at any time.

If we make any material change to these Terms, we will prominently post the updated Terms and indicate at the bottom of the Terms when they were updated. It is your responsibility to check these Terms periodically for changes. Your continued use of this website following the posting of changes will mean that you accept and agree to the changes.

This website is not for use by anyone under the age of 16. To use this website, you agree that you are at least 16 years old.

**THESE TERMS STATE THAT ANY DISPUTES BETWEEN YOU AND US MUST BE RESOLVED IN SMALL CLAIMS COURT OR IN ARBITRATION, PURSUANT TO THE DISPUTE RESOLUTION CLAUSE SET FORTH IN SECTION 10.**

### **1. No Attorney-Client Relationship, Legal Advice or Confidentiality**

- a) This website contains general information about Cleary Gottlieb, and is not intended to provide, and should not be relied on as a source of, legal advice.
- b) Transmission and receipt of the information in this website is not intended to solicit or create, and does not create, any attorney-client relationship between Cleary Gottlieb and any person or entity. You should not send us any e-mails or information that contain privileged or confidential information unless you are already a client of our Firm; any such submissions will not be deemed to create any attorney-client relationship or obligation upon Cleary Gottlieb.
- c) No user of this website should act or refrain from acting on the basis of information included on this website without seeking legal advice of counsel in the relevant jurisdiction. Cleary Gottlieb expressly disclaims all liability based on any information contained in this website.
- d) Emails or other communications through this website to Cleary Gottlieb (or any of its lawyers, other employees, agents or representatives) are not secure. Accordingly, the Firm does not guarantee the confidentiality of such communications.

- e) Under the rules of certain jurisdictions, this website may constitute Attorney Advertising. Prior results do not guarantee a similar outcome.

## **2. The Firm**

- a) Cleary Gottlieb is an international law firm practicing in a number of jurisdictions around the world. Throughout this website, “Cleary Gottlieb” and the “Firm” refer to Cleary Gottlieb and the following affiliated entities in certain jurisdictions: Cleary Gottlieb Steen & Hamilton LLP, a New York limited liability partnership; Cleary Gottlieb Steen & Hamilton LLP, an English limited liability partnership; Cleary Gottlieb Steen & Hamilton Studio Legale, an Italian partnership; Cleary Gottlieb Steen & Hamilton Consultores em Direito Estrangeiro; and Cleary Gottlieb Steen & Hamilton (Hong Kong), a Hong Kong general partnership. Throughout this website, the term “offices” includes offices of these entities.
- b) The Firm’s lawyers named in this website are authorized to practice law only in those jurisdictions specified for such lawyers under “Bar Admissions” in such lawyer’s profile.
- c) Cleary Gottlieb is an equal opportunity employer.

## **3. Third Party Content and Links to Third Party Websites**

- a) This website may contain links to third party websites or services. We provide such links as a convenience only, and do not control, guarantee, recommend or endorse these websites or services. You acknowledge and agree that we have not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and are not responsible, and shall not be liable, directly or indirectly, for the legality, accuracy, or appropriateness of any such content, nor for any damage or loss caused or alleged to be caused by or in connection with your use of, or reliance upon, any such third party websites or services.
- b) When you access any such third party websites or services through a hyperlink posted on this website, please carefully read the terms and conditions of use, privacy policy and other policies of such third party websites or services as these Terms do not apply to such use.
- c) YOU AGREE THAT YOUR USE OF ANY THIRD PARTY WEBSITE OR SERVICE IS AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY CLEARY GOTTLIEB, WHETHER EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES IS CLEARY GOTTLIEB LIABLE FOR DAMAGES ARISING FROM ANY

TRANSACTION BETWEEN YOU AND ANY THIRD PARTY  
WEBSITE OR FOR ANY INFORMATION APPEARING ON THIRD  
PARTY WEBSITES.

**4. Intellectual Property Rights**

- a) This website and its entire contents and features (including all information, software, text, images, video, audio and the design, and the collection and arrangement of any of the foregoing (collectively, “Content”)) are owned by us, our licensors or other providers of such material and are protected by applicable trade dress, copyright, patent and trademark laws, and various other intellectual property and unfair competition laws. We reserve all rights in such Content and this website.
- b) The reproduction, copying, downloading, modification, posting, display or retransmission of any Content of this website is prohibited without the prior written consent of Cleary Gottlieb.
- c) Our name, the terms “Cleary Gottlieb”, “CG”, “CGSH”, our logo and all related names, logos, marks, product and service names, designs and slogans are trademarks of Cleary Gottlieb or our affiliates or licensors. No such marks may be used or displayed without our prior written permission.

**5. Prohibited Use of This Website.** By accessing and using this website, you agree not to:

- a) use this website for any illegal purpose, or in violation of any local, state, national, or international law;
- b) violate or encourage others to violate the rights of the Firm or other third parties, including intellectual property rights, or otherwise disclose information that you do not have consent to disclose (such as confidential information of others);
- c) use the information on this website to distribute unsolicited bulk e-mails, solicitations or inquiries;
- d) interfere in any way with the proper functioning or any security-related features of this website;
- e) use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, extract, acquire, copy or monitor any portion of this website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of this website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through this website, in each case, without our prior consent; provided that operators of public search engines may use spiders to copy materials from this website solely

for the purpose of, and to the extent necessary for, the creation of publicly available searchable indices of materials;

- f) interfere with the operation or any other website visitor's enjoyment of this website, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or attempting to collect personal information about third parties without their consent;
- g) record or broadcast any images of any part of this website without our prior consent;
- h) attempt to gain unauthorized access to any portion or feature of this website, or any other systems or networks connected to this website or any Cleary Gottlieb server, or to any of the services offered on or through this website, by hacking, password "mining" or any other illegitimate means; or
- i) probe, scan or test the vulnerability of this website or any network connected to this website, or breach the security or authentication measures on this website or any network connected to this website.

## 6. Legal Notices

- a) Cleary Gottlieb is subject to the rules of various professional regulatory bodies according to the jurisdiction in which each office is based. The Firm's lawyers are subject to the rules of the regulatory body with whom they are admitted. Individual office regulatory and legal information is available below:
  - i. [Belgium](#)
  - ii. [France](#)
  - iii. [Germany](#)
  - iv. [Italy](#)
  - v. [United Kingdom](#).
- b) The term "partner" in relation to Cleary Gottlieb means a member, or an employee or consultant with equivalent standing and qualifications of Cleary Gottlieb Steen & Hamilton LLP or any of its affiliated firms or entities. A list of the members (and of the non-members who are designated as partners) of Cleary Gottlieb Steen & Hamilton UK LLP and their professional qualifications is available for inspection at the registered office.

## 7. Other Notices. Please find other notices applicable to your use of this website at the following links:

- a) [Modern Slavery Act Statement](#)
- b) [Transparency in Coverage \(U.S.\)](#)

- c) [Vendor Code of Conduct](#)
- d) [Sustainable Purchasing Policy](#)
- e) [EU Whistleblowing Directive](#).

**8. DISCLAIMER OF WARRANTIES.** THIS WEBSITE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. Although we seek to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to this website, and there may at times be inadvertent technical issues or factual errors or inaccuracies. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. We specifically (but without limitation) disclaim: (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any damages that may result from your use of or access to this website. The information presented on or through this website is made available solely for general information purposes. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies in the information, Content, recommendations, and materials made available through this website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to this website, or by anyone who may be informed of any of this website’s Content.

**9. Privacy and Security Practices.** Cleary Gottlieb’s privacy and security practices are explained in Cleary Gottlieb’s [Privacy Statement](#), as amended from time to time. You agree that Cleary Gottlieb is entitled to monitor your use of this website for the purpose of enforcing the restrictions in Section 5 and to maintain the privacy and security of this website.

#### **10. Applicable Law, Forum and Dispute Resolution**

- a) These Terms and your access to and use of this website shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of law principles. Subject to the terms of this Section 10, which provides that disputes are to be resolved in small claims court or arbitration, to the extent that any lawsuit or court proceeding is permitted hereunder, you and we agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Manhattan, New York, for the purpose of litigating all such disputes.
- b) In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree to resolve any controversy or claim arising out of or relating to these Terms, or the breach thereof in small claims court in Manhattan, New York, if a claim is within

such court's jurisdiction, provided that such action may not be transferred, removed or appealed to a different court.

- c) If a claim is not within the small claims court's jurisdiction, any such controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The tribunal will consist of one arbitrator. The place of arbitration will be in the State of New York. The language used in the arbitral proceedings will be English. The award rendered by the arbitrator shall be final and binding on the parties. The judgment may be entered upon the arbitration award in accordance with applicable law in any court in the State of New York having jurisdiction thereof.
- d) The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding any provision in these Terms to the contrary with respect to applicable substantive law, any arbitration conducted pursuant to these Terms shall be governed by the United States Federal Arbitration Act (presently 9 U.S.C. Sec. 1-16). Except for obtaining a judgment before a small claims court as described above, or a judgment upon the award rendered by the arbitrator, this arbitration clause waives the parties' right to seek relief in court. This Section 10 shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- e) In addition, you agree that either party may seek injunctive or other equitable relief in state or federal court located in the State of New York in the event of actual or threatened infringement or misappropriation of intellectual property rights. You hereby expressly waive a trial by jury. You hereby agree not to participate in a class action for any claims covered by these Terms.

## **11. Miscellaneous.**

- a) *Entire Agreement.* These Terms constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to this website, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.
- b) *No Waiver.* The failure to insist on or require strict performance of any provision of these Terms shall not be construed as a waiver nor affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- c) *Paragraph Headers.* Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

- d) *Severability*. In the event that any part of the Terms is held to be invalid or unenforceable by a court or other tribunal of competent jurisdiction, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.



