**Dechert LLP

Dechert Box Service Terms and Conditions of Use**

**1.  Terms & Conditions**

* 1.1 Access to and use of Dechert Box Service, which is operated by Dechert LLP, is subject to the following terms and conditions.
* 1.2 By using Dechert Box Service, you are agreeing to be bound by such terms and conditions.
* 1.3 Dechert LLP may modify these terms and conditions at any time and users returning to Dechert Box Service are advised to check the terms and conditions, and your use of Dechert Box Service after such modification shall be deemed your acceptance of such modified terms and conditions.
* 1.4 Dechert LLP reserves the right to cease operating Dechert Box Service or to terminate your access to and use of all or any part of Dechert Box Service at any time.

 **2. Registration and security**

* 2.1 Only users authorized by Dechert LLP are permitted to access Dechert Box Service and the documents, information and other content provided on it.
* 2.2 By using Dechert Box Service, you are confirming that you are a duly authorized user.
* 2.3 You acknowledge that responsibility for the security of all login and password information provided to you for access to Dechert Box Service rests with you.
* 2.4 You undertake to keep all such login and password information secure and not to permit unauthorized access to Dechert Box Service at any time.

**3. Use of Extranet**

* 3.1 You may view, print or download material from Dechert Box Service for business purposes related to the specific legal issue or matter for which you have been granted access to Dechert Box Service connected with your ownership or management of the properties to which the material relates but for no other purpose.
* 3.2 You will use Dechert Box Service only for lawful purposes.
* 3.3 You agree not to use the Dechert Box Service (a) to communicate any message or material that is defamatory, harassing, libelous, unduly threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (c) in any manner that is likely to damage, disable, overburden, or impair Dechert Box Service or interfere in any way with the use or enjoyment of Dechert Box Service by others; (d) to introduce any malware or other malicious activity in Dechert Box Service; (e) in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation; or (f) in any way that constitutes or encourages conduct that could constitute a criminal offense.

 **4. Liability**

* 4.1 All documents, information and other content provided on Dechert Box Service are provided on an “as is” basis and Dechert LLP does not make any representation or give any warranty of any kind express or implied in relation to Dechert Box Service or its contents including, without limitation, as to the accuracy, completeness, reliability or freedom from viruses of the electronic files, documents, information and other content of Dechert Box Service.
* 4.2 Dechert LLP will not be liable for any damages (including, without limitation, for loss of profit or loss of use) arising out of your use or access to or inability to use or access Dechert Box Service, its content or any link to or information provided from another website, whether arising in contract, tort (including negligence) or otherwise and whether or not Dechert LLP has been advised of the possibility of such damages or could have foreseen such damages.
* 4.3 Any decisions based on the documents, information and other content contained or referred to on Dechert Box Service are your sole responsibility and Dechert LLP does not accept any liability for such decisions.

 **5. Indemnity**

* You undertake to indemnify and keep indemnified Dechert LLP and its partners, employees and agents from and against any and all actions, proceedings, claims, demands, costs, losses, awards, damages and costs and expenses (including reasonable attorneys’ fees) however arising directly or indirectly as a result of your use of or inability to use Dechert Box Service or as a result of any breach of any of these terms and conditions by you.

 **6. Law and Jurisdiction**

* 6.1 These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of New York, USA, without regard to its conflict or laws rules.
* 6.2 The parties hereto irrevocably consent to the exclusive jurisdiction of and venue in the applicable federal and/or state courts located in the Borough of Manhattan, State of New York, USA.  No act, omission or delay by Dechert LLP will be a waiver of Dechert LLP’s rights or remedies under these Terms and Conditions of Use unless otherwise agreed in writing by Dechert LLP.  The parties waive any right either may have to a trial by jury in respect to any litigation arising in connection with these Terms and Conditions of Use.  The parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on the Sale of Goods.
* 6.3 Notwithstanding anything in these Terms and Conditions of Use to the contrary, Dechert LLP will not be liable in contract or otherwise for any losses or damages resulting from causes outside of its reasonable control including, without limitation, acts of God, fires, strikes, telecommunications or power outages, acts of war or terrorism, or intervention by any governmental authority.
* 6.4 You may not assign, sublicense or otherwise transfer or subcontract (whether by contract, operation of law or otherwise) any of your rights or obligations (in whole or in part) under these Terms and Conditions of Use.  Dechert LLP may assign, delegate, sublicense or otherwise transfer any of its rights or obligations (in whole or in part) under these Terms and Conditions of Use.

 **7. Privacy Policy**

* You acknowledge the terms of our [privacy policy](http://www.dechert.com/disclaimer/) and, in particular, consent to our use of cookies.

3488438.1.ADMINISTRATION