

IP Logium Public Websites' Terms of Use

Welcome to the websites of the law firm of IP Logium. This Agreement covers your use of the publicly accessible website [www. iplogium.com](http://www.iplogium.com). By using the IP Logium website, you agree to be bound by these terms of service.

Some sections of this Agreement modify very important rights. In those sections, the text is written in all capital letters. As you review this Agreement, please pay particular attention to those sections in all capital letters.

1. This Agreement

The following sections describe the basic parameters of the Agreement, including requirements for eligibility to use the IP Logium website, modification of this agreement, termination of this agreement, and how IP Logium gives notice of changes to this agreement. **This agreement was last modified on April 14 , 2015.**

1.1. The Agreement

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the IP Logium website. By using this website, you agree to be bound by this Agreement. You are only authorized to use the IP Logium website, whether such use is intentional or not, if you agree to abide by this Agreement, and all other applicable laws. Please read this agreement carefully and save it. If you do not agree with it, you should leave the IP Logium website immediately, and discontinue use of the IP Logium websites.

1.2. Modification of This Agreement

IP Logium may modify this Agreement from time to time and such modification will be effective upon posting on all of the IP Logium website. You agree to be bound to any changes to this Agreement when you use a IP Logium website or IP Logium service after any such modification is posted. It is important that you review this Agreement regularly to ensure you are aware of any changes

1.3. Termination of This Agreement

IP Logium may terminate this Agreement without prior notice and at IP Logium 's sole discretion. Termination of this Agreement will result in revocation of the license granted in section 2 of this agreement, and denial of access to IP Logium website Cause for such termination may include, but is not limited to:

- (a) breaches or violations of the Agreement or other incorporated agreements or guidelines
- (b) requests by law enforcement or other government agencies
- (c) At your request
- (d) discontinuance or material modification to the IP Logium website or any portion thereof.
- (e) unexpected technical or security issues or problems
- (f) your engagement in fraudulent or illegal activities, whether related to your use

of the IP Logium websites or not; or

(g) nonpayment of any fees you may owe in connection with use of the IP Logium websites, or other IP Logium services.

Further, you agree that IP Logium will make the decision to terminate your account at IP Logium's sole discretion, and that IP Logium will not be liable to you or to any third party for any damages resulting from termination of your account, or loss of access to the IP Logium website.

1.4. Notices

IP Logium may provide you with notices, including those regarding changes to this Agreement, at IP Logium's sole discretion, in any manner IP Logium decides, including, but not limited to, posting to one of the IP Logium websites, email or regular mail.

2. License Grant

IP Logium hereby grants you a non-exclusive worldwide right to use the IP Logium website solely for legitimate business purposes, subject to the terms and conditions of this Agreement.

3. Your Obligations

In consideration of the license granted in Section 2, above, you agree to the following :

3.1. Client Conduct

You agree that you will not use the IP Logium website to:

(a) transmit or make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, or falsely state or

otherwise misrepresent your affiliation with a person or entity;

(d) transmit or make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;

(e) interfere with or disrupt the IP Logium website or servers or networks connected

to the IP Logium website, or disobey any requirements, procedures, policies or regulations of networks connected to the IP Logium website;

(f) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Pakistan Securities and Exchange Commission

(g) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as terrorist by any of the countries of the world including but not limited to Pakistan.

(h) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

3.2. No Resale of Services

You agree not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purpose, any portion of the IP Logium website, use of the IP Logium website, or access to the IP Logium website.

3.3. No Competitive Use

You may not use the IP Logium website if you are affiliated with a competitor to IP Logium, as determined at IP Logium's sole discretion, either as an officer, employee, agent, or other affiliate, without IP Logium's prior written consent. You may not access the IP Logium website for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive reasons.

4. IP Logium's Intellectual Property

IP Logium owns certain valuable intellectual property included in the IP Logium website.

The following describes limitations on your license to use that intellectual property, and your obligations to use it in accordance with that license.

4.1. Ownership of the Information

This website contains information, text, software, photos, video, graphics, music, sounds, and other material (called "Materials") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "Intellectual Property Rights"). These Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later. All right, title, and interest in these Materials belong solely and exclusively to IP Logium.

4.2. Use of the Information and Materials on the Website

Except as you may be expressly permitted by this Agreement, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media

or by means of any technology without obtaining the prior written authorization of IP Logium, and any other owner of the Intellectual Property Rights in such Materials.

You must have prior written permission from IP Logium to reproduce Materials from the IP Logium website. If you reproduce Materials from the IP Logium website, you must preserve any copyright, trademark or other notices contained in or associated with the Materials. This means, among other things, that if the specific Material you are reproducing does not contain the relevant notices that appear on the website, you must go to the place on the website where such notices appear and copy them into the Materials you are reproducing.

4.3. IP Logium's Copyrights and Trademarks

All copyrights and copyrightable materials which are part of IP Logium that are not Member content, including without limitation, the IP Logium logos, designs, text, graphics, pictures, photos, files, software, applications, code, hidden text, databases and other files and the selection and arrangement thereof are COPYRIGHT © IP Logium. All Rights Reserved.

IP Logium logo are trademarks of IP Logium and may not be copied, imitated or used, in whole or in part, without the prior written permission of IP Logium

5. Privacy

IP Logium takes the privacy of your information very seriously. For the details please read our privacy policy.

6. Disclaimers and Limitations

This section includes important disclaimers and limitations on IP Logium's liability.

6.1. No Legal Advice

The content of this website has been prepared by IP Logium for informational purposes only and should not be construed as legal advice. The content of this website is not intended to be a substitute for legal counsel on any subject matter. Receipt of the information posted on this website does not create a lawyer-client relationship. Readers should not act or refrain from acting on the basis of the information posted on this website without seeking legal or professional advice on the particular circumstances at issue from a lawyer.

6.2. No Attorney-Client Relationship

No attorney-client relationship will be formed based on your use of the Site. Information you provide through the Site will not be treated as confidential or proprietary unless IP Logium expressly agrees to treat such information in such manner. No use of the Site or provision of information via the Site will prevent IP Logium from representing someone else in connection with the matter in question or a related matter.

6.3. Disclaimer of Warranties

THIS SECTION IS EXTREMELY IMPORTANT. PLEASE READ IT CAREFULLY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IPLOGIUM WEBSITE IS PROVIDED ENTIRELY "AS IS," WITHOUT ANY WARRANTY WHATSOEVER, AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED, AND YOU HEREBY WAIVE ALL SUCH WARRANTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IPLOGIUM OR THROUGH OR FROM THE IPLOGIUM WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

6.4. Limitation of Liability

THIS SECTION IS EXTREMELY IMPORTANT. PLEASE READ IT CAREFULLY

IN NO EVENT SHALL IPLOGIUM, OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BE LIABLE TO ANY PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT (INCLUDING WITHOUT LIMITATION, COST OF COVER) DAMAGES, LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR AVAILABLE HEREUNDER, OR USE OF ANY OTHER LINKS OR LINKED WEBSITES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS NOW OR HEREAFTER KNOWN.

THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEYS' FEES, LOST PROFITS, PHYSICAL AND/OR PERSONAL INJURY, BUSINESS INTERRUPTION, AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM. YOU AGREE AND ACKNOWLEDGE THE ECONOMIC TERMS OF THIS AGREEMENT FAIRLY AND EQUITABLY REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A MATERIAL INDUCEMENT FOR US TO MAKE AVAILABLE TO YOU OUR WEBSITES AND OTHER CONTENT AND MATERIALS.

6.5. Indemnification

You agree to indemnify and defend IP Logium and its subsidiaries, affiliates, officers,

agents, employees, partners, licensors and licensees from any claim or demand, including attorney's fees and costs, made by any third party due to or arising out of your use of the IP Logium website, your connection with the IP Logium website, or your violation of this Agreement.

6.6. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided herein, this Agreement does not confer and is not intended to confer any rights or remedies upon any person other than you.

6.7. Non-Transferability and No Right of Survivorship

You agree that your right to access the IP Logium website is personal and nontransferable.

6.8. Assumption of Risk

You agree that you must evaluate and bear all risks associated with, the use of any IP Logium websites or services, including any reliance on the accuracy, completeness, or usefulness of such websites or services.

7. Dispute Resolution

This section contains agreements regarding how you and IP Logium will resolve disputes

between you and IP Logium

7.1. Courts of competent jurisdiction

You and IP Logium each agree to submit to the court of competent jurisdiction in the event of a dispute, controversy or claim (each, a "Claim") arising out of or in connection with these Terms of Use, the Privacy Policy, your or IP Logium's rights and obligations under these Terms of Use or the Privacy Policy, the websites or use of the websites.

To the extent you have in any manner violated or threatened to violate IP Logium's intellectual property rights. IP Logium may seek injunctive or other appropriate relief in any court of competent jurisdiction, and you consent to exclusive jurisdiction and venue in such courts.

7.2. Court's decision Final

The court judgment shall be final and binding on all parties.

8. Governance

This section includes several important clauses governing the interpretation of the contract, where and under what law disputes may be adjudicated, and other important aspect of the governance of this agreement.

8.1. Entire Agreement

This Agreement constitutes the final agreement between you and IP Logium. It is the complete and exclusive expression of your agreement on the matters contained

herein. All prior and contemporaneous negotiations and agreements between you and IP Logium on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither you nor IP Logium has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

8.2. Choice of Law, Forum, and Venue

THE LAWS OF THE COUNTRY WITH COMPETENT COURTS OF JURISDICTIONS , WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES, GOVERN ALL MATTERS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLETES, INCLUDING, WITHOUT LIMITATION, ITS INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT.

You have agreed in Section 7 to submit to the court of competent jurisdiction.

8.3. Severability and Waiver

IP Logium's failure to exercise or enforce any right granted in this Agreement shall not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you nonetheless agree that such court should endeavor to give full effect to the parties' intentions as reflected in such provision, and you agree that other provisions of the Agreement remain in full effect.

8.4. No Agency

This Agreement creates no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and IP Logium, and intends no such relationship.

8.5. Survival

Sections 6, 7, and 8 will survive the termination or expiration of this agreement.

8.6. Claim Time Limitation

You agree that regardless of any law to the contrary, any claim or cause of action arising out of or related to use of the IP Logium website, or this Agreement must be filed within one year after such claim or cause of action arises or be forever barred.

8.7. Captions Not Binding

The captions and numbering of this Agreement are a convenience only and have no legal effect.

8.8. No Attorney Advertising

This website contains No material for attorney's advertising. Prior results do not guarantee a similar outcome.