

PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “**order form**”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms not apply to your order. “**We**”, “**our**” and “**Clarivate**” means the Clarivate entity identified in the order form; “**you**” and “**your**” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

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- 3. Products and Services Categories.** The Trademark.com products and services are categorized as Information Services.
- 4. No Legal Services.** We are not a law firm and do not provide legal services or legal advice of any kind. We are a technology platform that helps create and file forms and provide trademark data. We are not a substitute for an attorney. Our customer service representatives are not lawyers and cannot answer legal questions or provide legal advice. We will not review any of your documents for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. You acknowledge and understand that your purchase, download, and/or use of a form document from us is neither legal advice nor the practice of law. You further acknowledge and understand that that each form and any applicable instructions or guidance obtained from us is not customized to your particular needs by us. It is ultimately your responsibility to engage an attorney and to understand the terms that control that separate engagement with the attorney.
- 5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. We do not share legal fees or take referral fees for any legal services provided in conjunction with our services.
 - (a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel. You must enter into your own agreement with the legal counsel you choose to use.
 - (b) Conflicts.** We are not a law firm and we therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction.
 - (c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature may require input from your legal counsel (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) it is your responsibility to maintain your attorney-client privilege, questions arising from legal services should be discussed with your legal counsel and shared with us only upon advice of your legal counsel; (iii) you should discuss with your legal counsel whether attorney-client privilege may or may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) services obtained from your legal counsel are governed by the terms controlling your engagement of your legal counsel.



6. Governing Law and Jurisdiction. Unless stated otherwise in an Order Form, the governing law / jurisdiction shall be US Law (State of Delaware) / State of Delaware.

Last updated: November 2021