



## Baker McKenzie MRS Privacy Notice & Terms of Use

**IMPORTANT NOTE:** Please read the Privacy Notice and Terms of Use carefully before proceeding. Acceptance of the Terms of Use and Privacy Notice is required to access the Meeting Registration System (MRS).

This Privacy Notice ("Notice") describes how the member firms and affiliates of Baker McKenzie International collect, use, share, and otherwise process Personal Data (defined below) about:

- Employees and personnel of the member firms of Baker McKenzie International using the MRS ("Employees")
- clients of the member firms of Baker McKenzie International and any personnel of such clients using the MRS ("Clients"), (collectively, "you" or "MRS Participants")
- third parties such as family or guests of Employees or employees, suppliers or contractors of our Clients or any other third party referred to in comments, documents or other information which you upload to the MRS, (collectively "MRS Third Parties").

The controller of Personal Data processed on the MRS is the Baker McKenzie member firm or affiliate with whom you have a direct relationship for the provision of legal services (the "Firm", "we", "our").

You can find a list of member firms of Baker McKenzie International and their contact details here: <http://www.bakermckenzie.com/> by clicking All Locations in the upper right corner of the site.

In this Notice, "Personal Data" means personal data (as defined by applicable data protection laws) relating to MRS Participants and MRS Third Parties which is shared on or in connection with the use of the MRS and shall include, where relevant, Sensitive Personal Data (as defined below).

## Overview

Unless we specifically state otherwise, the Firm is the data controller of the Personal Data we process, and is therefore responsible for ensuring that the systems and processes we use are compliant with data protection laws, to the extent applicable to us.

Firm personnel are required to comply with this Notice and associated Firm policies when dealing with Personal Data and must also complete data protection training where appropriate to their role.

The Firm provides this MRS website and the software, applications and services provided therewith as powered by EventsAir (collectively, the "**MRS**"), for the exclusive use of the MRS Participants.

This Notice should be read in conjunction with the Firm's **Privacy and Cookie Statement** [here](#) which provides further detail as to how the Firm processes Personal Data.

The Firm and MRS Participants are independent data controllers. MRS Participants, including you, may upload documents containing personal data relating to MRS Third Parties onto the MRS in order to make use of the services. MRS Participants shall comply with their respective obligations as controllers under applicable data protection legislation. This includes ensuring you have a valid legal basis to share the personal data with the Firm and have provided all necessary notices or obtained any necessary consent.

## Summary of Key Points

<b>Collection</b>	We collect in particular, the following Personal Data when you upload it to the MRS in connection with the meeting registration services provided: Your name and other identification data, contact details, information related to your usage of the MRS or as otherwise contained in material which you upload to the MRS. <a href="#">Click here to learn more</a> .
<b>Use</b>	We use Personal Data to provide our services and respond to inquiries, to maintain business operations and to fulfil other business and compliance purposes. <a href="#">Click here to learn more</a> .
<b>Sharing</b>	We share Personal Data with other member firms and affiliates of Baker McKenzie International and third parties worldwide (e.g. regulators, governmental bodies or enforcement agencies, MRS Participants) as necessary to provide our services and respond to requests, and to fulfil other business and compliance purposes. <a href="#">Click here to learn more</a> .
<b>Marketing Choices</b>	You have control on how we use Personal Data for marketing. <a href="#">Click here to learn more</a> .
<b>Retention Period</b>	Your Personal Data will be deleted once they are no longer needed for the purposes for which they were collected or as otherwise required by applicable law or regulation or other legitimate business purpose permitted by law. <a href="#">Click here to learn more</a> .
<b>Data Subject Rights</b>	You have certain rights to request access, rectification, deletion, objection, or other actions regarding your Personal Data where required by applicable law or for another legitimate business purpose. <a href="#">Click here to learn more</a> .
<b>Data Security</b>	We maintain technical and organizational measures to protect Personal Data from loss, misuse, alteration, or unintentional destruction of Personal Data. <a href="#">Click here to learn more</a> .

<b>Cross-Border Data Transfers</b>	We share your data internationally with member firms and affiliates of Baker McKenzie International and third parties as needed and those data transfers are appropriately protected where specified by law. <a href="#">Click here to learn more.</a>
<b>Other Issues</b>	We provide other information in this Notice about: (i) the possible consequences for not providing Personal Data, (ii) how we do not engage in automated decision-making that has substantial effects on individuals, (iii) links to third party websites; and (iv) changes to this Notice. <a href="#">Click here to learn more.</a>
<b>Contact Us</b>	Please contact us as detailed below with any question. <a href="#">Click here to learn more.</a>

## Collection of Personal Data

We will collect the following categories of Personal Data about the specified data subject below:

<b>Data Subject</b>	<b>Personal Data</b>
MRS Participant and MRS Third Parties	<p>Data collected during your registration for and/or the use of the MRS:</p> <p><b>Identification data:</b> name, attendee type, gender (where relevant), job title, password, log-in, passport number, driver's license number.</p> <p><b>Contact details:</b> telephone number and email address.</p> <p><b>Health or medical data:</b> accessibility or dietary requirements only as necessary to administer the request on the MRS.</p> <p><b>Emergency contact data:</b> emergency contact name, phone number and relationship to the attendee.</p> <p><b>Event data:</b> date, times and/or locations of events attended/to be attended.</p> <p><b>Travel data:</b> date, time, method and/or locations of travel.</p> <p><b>Automatically collected data:</b> Computer Internet Protocol (IP) address, unique device identifier (UDID), cookies and other data linked to a device, and data about usage of the MRS.</p> <p><b>Interaction data:</b> Personal Data such as contact data, e-mail metadata and other technical data relating to your interactions with the Firm.</p> <p><b>Forms and agreements:</b> forms, and other documents uploaded by MRS Participants to the MRS.</p> <p>Anything else contained in comments, documents or other materials which you upload to the MRS.</p>

## Sensitive Personal Data

In this Notice "Sensitive Personal Data" means special categories of data or such other categories of data as may be classed as sensitive under applicable data protection laws. This may include data relating to racial or ethnic origin, trade union membership, health data, criminal records data, etc.

Sensitive Personal Data will only be collected and processed by the Firm if an MRS Participant chooses to share such information via the MRS for the purposes of administering a request made via the MRS. Such information may refer to MRS Third Parties as provided for by an MRS Participant. In such circumstances, the MRS

Participant who uploads the information is responsible for ensuring that they have provided all necessary notices and have a valid legal basis for providing the information to the Firm (e.g. explicit consent).

## Sources of Data

We collect Personal Data from a number of sources, either directly from the data subjects, or from MRS Participants, colleagues and publicly available sources.

Where the Firm receives data from MRS Participants about MRS Third Parties, the MRS Participant is responsible for ensuring that any such data is transferred to us in compliance with applicable data protection laws. This includes ensuring you have a legitimate legal basis to share the personal data with the Firm and have provided all necessary notices or obtained any necessary consent.

## Use of Personal Data

We may primarily use the Personal Data you provide through the MRS to provide services relating to registration for and attendance at Firm related meetings and events. It is necessary for our legitimate interests to process this data in order to provide you with tailored and relevant invitations/updates regarding Firm related events and meetings and to administer any requests made in connection with such events and/or the MRS, including:

- co-ordinating meeting and travel logistics and accommodations;
- accommodating dietary restrictions and allergies and/or other special requests;
- administering CLE/CPD certification;
- conducting general business development and/or marketing activities; and
- providing visa application assistance.

We may also use your Personal Data in for the following purposes in connection with the use of the MRS:

- **To authenticate your log-in to the MRS**, we may use your password and log-in details. It is necessary for our legitimate interests to monitor how the MRS is used to detect and prevent fraud, other crimes and the misuse of our sites. This helps us to ensure that you can safely use our MRS.
- **To help improve the experience of MRS Participants on the MRS**, we may use Personal Data automatically collected as well as name, phone number and work address. It is necessary for our legitimate interests to monitor how our MRS is used to help us improve the layout and information available on our sites and provide a better service to our MRS Participants.
- **To analyse and run reports in respect of your use of the MRS in order to assist the legal services provided**, we may use automatically collected data as well as name and email address. We may process your information in this way in order to perform our obligations under our contracts with our Clients and we may share this information with our Clients.
- **To send marketing correspondence in accordance with applicable laws and regulations**, we may use contact information such as name, email address and work address. It is necessary for our legitimate interests to process this information in order to provide you with tailored and relevant marketing, updates and invitations.
- **To expand and maintain our list of contacts, better understand how people use our services and improve the strength of our relationships with Clients and other third parties** we use basic data, interaction data and device data. It is necessary for our legitimate interests to keep your information accurate and up-to-date with the aim of improving the overall client experience and our relationship with you.

- **Sensitive Personal Data** provided in relation to MRS Third Parties will only be processed for the purposes and on the legal bases outlined in the bullet points above. Additional legal bases shall include explicit consent, that the processing is necessary for the establishment, exercise or defence of legal claims or such other valid legal bases or exemptions as may be prescribed by applicable laws

## Sharing of Personal Data

We may share Personal Data with the following categories of recipients:

- Baker McKenzie operates under the umbrella of Baker McKenzie International, a Swiss Verein, with member law firms around the world. Each member firm may share Personal Data with other member law firms in order to provide you with legal services and in order to administer our relationship with you (e.g. invoicing, marketing) or otherwise as necessary for the purposes described above. We may also share Personal Data with our global services companies in Belfast, Buenos Aires, Chicago, Manila and Tampa. [A list of Baker McKenzie member firms and their contact details is provided here.](#)
- **Mandatory disclosures and legal claims.** We share Personal Data in order to comply with any subpoena, court order or other legal process, to comply with a request from our regulators, governmental request or any other legally enforceable demand. We also share Personal Data to establish or protect our legal rights, property, or safety, or the rights, property, or safety of others, or to defend against legal claims.
- **Between the MRS Participants.** In order to provide the MRS and any related business services, Personal Data may be shared between the MRS Participants as appropriate.
- **Third party service providers.** Baker & McKenzie may also share your Personal Data, such as registration details, with third parties related to travel, hotel and other logistics arrangements (e.g., hotels, airlines) as necessary to facilitate requests made via the MRS.

If you have questions about the parties with which we share Personal Data, please contact us as specified below.

## Marketing Choices

You have control regarding our use of Personal Data for direct marketing. In certain markets, you will need to expressly consent before receiving marketing. In all markets, you can choose to not receive such communications at any time. If you no longer wish to receive any marketing communications, remain on a mailing list to which you previously subscribed, or receive any other marketing communication, please follow the unsubscribe link in the relevant communication or contact us as per below.

## Retention Period

For Personal Data that we collect and process for the purpose of providing this MRS, we will typically retain such Personal Data for as long as it is necessary to fulfil the purposes outlined in this Notice and as otherwise specified in applicable record retention policies and procedures. We typically retain Personal Data related to marketing activities for as long as you accept marketing communications from us, and we will securely delete such data in accordance with applicable law upon request. When the Firm no longer needs to use your Personal Data, we will remove it from our systems and records and/or take steps to properly anonymize it so that you can no longer be identified from it (unless we need to keep your Personal Data to comply with legal or regulatory obligations to which the Firm is subject or other legitimate business purposes permitted by law). For more information regarding the Firm's record retention policies or procedures please contact us as below.

## Data Subject Rights

If you are in the European Economic Area (EEA) or the UK you have the following rights:

- **Access.** Subject to certain exceptions, you have the right to request a copy of the Personal Data we are processing about you, which we will provide to you in electronic form. At our discretion we may require you to prove your identity before providing the requested information. If you require multiple copies of your Personal Data, we may charge a reasonable administration fee.
- **Rectification.** You have the right to require that any incomplete or inaccurate Personal Data that we process about you is amended.
- **Deletion.** You have the right to request that we delete Personal Data that we process about you, unless we are required to retain such data in order to comply with a legal obligation or to establish, exercise or defend legal claims.
- **Restriction.** You have the right to request that we restrict our processing of your Personal Data where:
  - you believe such data to be inaccurate;
  - our processing is unlawful; or
  - we no longer need to process such data for a particular purpose, but where we are not able to delete the data due to a legal or other obligation or because you do not want us to delete it.
- **Portability.** You have the right to request that we transmit the Personal Data we hold in respect of you to another data controller, where this is:
  - personal information which you have provided to us; and
  - we are processing that data on the basis of your consent or in order to perform our obligations under contract to you (such as to provide legal services).
- **Objection.** Where the legal justification for our processing of your Personal Data is our legitimate interest, you have the right to object to such processing on grounds relating to your particular situation. We will abide by your request unless we have compelling legitimate grounds for the processing which override your interests and rights, or if we need to continue to process the data for the establishment, exercise or defence of a legal claim.
- **Withdrawing Consent.** If you have consented to our processing of your Personal Data, you have the right to withdraw your consent at any time, free of charge. This includes cases where you wish to opt out from marketing messages that you receive from us.
- **Instructions for the management of Personal Data after death.** In some jurisdictions (e.g. France and Italy) you have the right to provide instructions regarding the storage, deletion or disclosure of your Personal Data after your death.

If you are in the EEA or UK you also have the right to lodge a complaint with the local data protection authority if you believe that we have not complied with applicable data protection laws. Access a list of local data protection authorities in EEA countries and UK.

## Data Security

We have implemented technical and organisational measures in an effort to safeguard the Personal Data in our custody and control. Such measures include:

- restricting access to Personal Data to staff and service providers on a need-to-know basis;
- a formal Information Security Management System (ISMS) aligned with ISO 27001 and 27002:2013. The ISMS is a comprehensive set of policies and procedures for deploying, managing and securing the Firm's Information Technology infrastructure; utilizing a defense-in-depth approach to protecting our internal Firm and client data.

While we endeavour to always protect our systems, sites, operations and information against unauthorized access, use, modification and disclosure, due to the inherent nature of the Internet as an open global communications vehicle and other risk factors, we cannot guarantee that any information, during transmission or while stored on our systems, will be absolutely safe from intrusion by others.

You also have an important role in protecting Personal Data. You should not share any username, password or other authentication data provided to you with anyone, and we recommend that you do not re-use passwords across more than one website or application. If you have any reason to believe that your username or password has been compromised, please contact us as detailed below.

## Cross-Border Data Transfers

The Firm uses affiliates and service providers to support its general business. This involves the transfer of Personal Data to jurisdictions as necessary for the purposes described above, including to jurisdictions that may not provide the same level of data protection as your home country. Our data centre is based in Germany. As you may expect, some of the recipients we may share Personal Data with may be located outside the European Union, UK and/or European Economic Area ("EEA").

With respect to transfers originating from the EEA or UK to the United States and other non-EEA jurisdictions, we implement standard contractual clauses approved by the European Commission, and other appropriate solutions to address cross-border transfers as required or permitted by Articles 46 and 49 of the General Data Protection Regulation. Where required by such laws, you may request a copy of the suitable mechanisms we have in place by contacting us as detailed below.

## Other Issues

### 1. **What are the consequences of not providing Personal Data?**

You are not required to provide all Personal Data identified in this Notice to use the MRS or to interact with us offline, but certain functionality will not be available if you do not provide certain key Personal Data, such as your name and email address. If you do not provide this Personal Data, we may not be able to provide access to the MRS, respond to your request, or provide you with marketing that we believe you would find valuable.

### 2. **Do we engage in automated decision-making without human intervention?**

We do not use automated decision-making without human intervention, including profiling, in a way that produces legal effects concerning you or otherwise significantly affects you.

### 3. **Are third party websites governed by this Notice?**

The MRS may contain links and references to other websites administered by unaffiliated third parties. This Notice does not apply to such third party sites. When you click a link to visit a third party website, you will be subject to that website's privacy practices. We encourage you to familiarize yourself with the privacy and security practices of any linked third party websites before providing any Personal Data on that website.

### 4. **How will we handle any changes to this Notice?**

We may update this Notice from time to time as our services and privacy practices change, or as required by law. The effective date of this Notice is posted below, and we encourage you to visit our MRS periodically to stay informed about our privacy practices. We will post the updated version of the Notice on the MRS, and ask for your consent to the changes if legally required.

### 5. **California Consumer Privacy Act 2018**

For information about the Firm's data processing practices as required by the California Consumer Privacy Act 2018, please view our CCPA Disclosures page <https://www.bakermckenzie.com/en/ccpa-disclosures>.

## Contact Us

If you have questions or comments regarding this Notice or our privacy practices, please contact us here:

Office of General Counsel - Data Privacy

Baker McKenzie Global Services NI Limited

City Quays One

7 Clarendon Road

Belfast

N. Ireland

BT1 3BG

[dataprivacy@bakermckenzie.com](mailto:dataprivacy@bakermckenzie.com)

Please contact [ITHD@bakermckenzie.com](mailto:ITHD@bakermckenzie.com) if you have any issues related to the use of the MRS.

**Effective date: March 2025**

## Local Law Addendum

### Australia

In addition to the Notice, in relation to Baker McKenzie and its affiliates in Australia:

- we are required by law in some cases to collect your information, such as where we are required to verify a person's identity;
- we may use your information in other ways you have consented to; and
- the countries outside Australia that your personal information may be disclosed to also include, but are not limited to, Czech Republic, Germany, the United Kingdom, United States, the Philippines, Singapore and Canada.

### What to do if you want to seek access or correction

If at any time you want to know what personal information we hold about you, you may request access to your record by contacting our Australian Privacy Officer at [privacy.australia@bakermckenzie.com](mailto:privacy.australia@bakermckenzie.com). We will respond within a reasonable period from the date your application is received.

If at any time you want to change personal information that is inaccurate or out of date, please contact our Australian Privacy Officer (see above) and we can amend the record. If you want to have your personal information deleted, please let us know and we will take reasonable steps to delete it unless we need to keep it for legal or regulatory purposes.

### What to do if you have a question or problem

If we become aware of any ongoing concerns or problems concerning our privacy practices, we will take these issues seriously and work to address these concerns. If you have a question or a complaint about our handling of your personal information, please contact our Australian Privacy Officer (see above). We will respond to your

complaint within a reasonable time. If you are not satisfied with our response, you may contact the Office of the Australian Information Commissioner.

## Canada

In addition to the Notice, in relation to Baker McKenzie and its affiliates in Canada:

- we are required by law in some cases to collect your information, such as where we are required to verify a person's identity; and
- we may use your information in other ways you have consented to.

### What to do if you want to seek access or correction

If at any time you want to know what personal information we hold about you, you may request access to your record by contacting us as outlined in the Contact Us section above. We will respond within a reasonable period from the date your application is received.

If at any time you want to change personal information that is inaccurate or out of date, please contact us as outlined in the Contact Us section above and we can amend the record. If you want to have your personal information deleted, please let us know and we will take reasonable steps to delete it unless we need to keep it for legal or regulatory purposes.

### What to do if you have a question or problem

If we become aware of any ongoing concerns or problems concerning our privacy practices, we will take these issues seriously and work to address these concerns. If you have a question or a complaint about our handling of your personal information, please contact us as outlined in the Contact Us section above. We will respond to your complaint within a reasonable time. If you are not satisfied with our response, you may contact the Office of the Privacy Commissioner.

## Singapore

In addition to the Notice, in relation to Baker McKenzie Wong & Leow and its affiliates in Singapore:

- we may collect, use or disclose your information without your consent, where permitted or required by law to do so; and
- we may use your information in other ways you have consented to.

### What to do if you want to seek access or correction or withdraw consent

You may request access to information we hold about you or information about the ways in which we use or disclose your information. You may also request that we correct or update any information which we hold. Please make your request to our Singapore Data Protection Officer at Tel: +65 6338 1888.

We will respond to your request as soon as reasonably possible. If we are unable to provide you with any information or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under law). You may withdraw your consent to our use or disclosure of your information. Please make your request to our Singapore Data Protection Officer (see above). Even if you withdraw your consent, we may still use or disclose your information where permitted or required by law to do so.

What to do if you have a question or problem

If we become aware of any ongoing concerns or problems concerning our privacy practices or breach of the Singapore Personal Data Protection Act 2012, we will take these issues seriously and work to address these concerns. If you have a question or a complaint about our handling of your information, please contact our Singapore Data Protection Officer (see above). We will respond to your complaint within a reasonable time.

## Baker & McKenzie MRS Terms of Use

This MRS website and the software, applications, and services provided powered by EventsAir therewith (collectively the "**MRS**") is made available to users by the member firms and affiliates of Baker & McKenzie International (the "**Firm**" or "**Baker McKenzie**"). The MRS is for the exclusive use of the employees and personnel of the member firms of Baker McKenzie ("**Employees**"), clients ("**Clients**") of the member firms of Baker & McKenzie International and, upon written request of Clients, to other parties ("**Client Partners**"), subject to the terms and conditions set forth herein ("**Terms of Use**"). Employees, Clients, Client Partners and any other person accessing the MRS shall be collectively referred to as **MRS Participants**.

In consideration for the permission granted by Baker & McKenzie to use the MRS, MRS Participants hereby agree and acknowledge that their use of the MRS shall be strictly in accordance with and governed by the Terms of Use and all applicable laws and regulations. If any MRS Participant does not agree with any of the terms set forth herein, such MRS Participant must immediately cease any attempts to access or use the MRS. Notwithstanding anything stated herein to the contrary, if an MRS Participant accesses any content on the MRS or logs into the MRS, such MRS Participant shall be deemed to have accepted the Terms of Use. Use by a natural person of the MRS shall be deemed to be use by such person in his or her individual capacity and as an employee, officer, agent or representative of the respective MRS Participant as the case may be. The Terms of Use shall be valid between the MRS Participant and Baker & McKenzie and shall come into effect on the earlier of the MRS Participant clicking on the "I agree" button or accessing any content on the MRS.

Please see Baker & McKenzie's MRS Privacy Notice (the "**MRS Privacy Notice**") above for more information about how personal data is processed in connection with the MRS.

### 1. General Terms of Use

Use of the MRS is solely at Baker & McKenzie's discretion. Baker & McKenzie reserves the right to prohibit anyone at its sole discretion from accessing, using, uploading any information to or downloading any information from the MRS, or permitting or causing one or more other persons to do so. MRS Participants are not granted any rights in or to the MRS or any part thereof, other than the limited rights to access and use the MRS provided under the Terms of Use. All rights not expressly granted to MRS Participants in the Terms of Use are reserved and retained by Baker & McKenzie.

### 2. Login Credentials

MRS Participants authorized by Baker & McKenzie to access or use the MRS will obtain unique login credentials. MRS Participants agree to keep their login credentials confidential and not to disclose their login credentials to any other person. If an MRS Participant is authorized by Baker & McKenzie to be an administrator of a service hosted on the MRS, then the MRS Participant may provide other persons in its organization with access to or use of the MRS on the condition that the MRS Participant remains responsible and accountable for ensuring that such other persons comply with the Terms of Use. MRS Participants shall inform Baker & McKenzie when any person's authorization to access or use the MRS should be revoked.

### **3. Uploading Content**

By uploading content to the MRS, an MRS Participant affirms, represents and warrants that it has or owns all necessary licenses, rights, consents and permissions from all relevant rightsholders to upload such content to the MRS in compliance with all applicable laws and regulations. MRS Participants are solely responsible for the content or information that they upload, cause to upload or permit to be uploaded to the MRS. MRS Participants acknowledge that Baker & McKenzie may access and use content uploaded to the MRS in accordance with the MRS Privacy Notice as it may be changed by Baker & McKenzie in its sole discretion from time to time. The MRS Privacy Notice is available here: [MRS Privacy Notice](#).

### **4. Handling Content**

The MRS contains content that may be confidential, privileged or proprietary to Baker & McKenzie, Clients or Client Partners. MRS Participants shall take all reasonable measures to protect the confidentiality of such content and shall not disclose, share, leak, destroy, sell, lease, publish, alter, remove or use such content or cause or permit one or more other persons to do so except where specifically authorized by the party that holds the proprietary rights to, or rights to the confidential or privileged treatment of, the content.

In addition to handling confidential, privileged or proprietary content in the manner provided above, MRS Participants shall not disclose, share, leak, destroy, sell, lease, publish, alter, remove or use any other content on the MRS or cause or permit one or more other persons to do so except where specifically authorized by the party that holds all relevant rights in and to such content.

### **5. Prohibited Uses**

MRS Participants shall not use any data mining, robots or similar data gathering and extraction tools, or viruses, Trojan horses, spyware or any other technologies or malicious code in connection with use of the MRS or cause or permit one or more other persons to do so. Furthermore, MRS Participants shall not copy, modify, decompile, reverse engineer, disassemble, create derivative works of, or otherwise reduce the MRS or any part thereof to human-perceivable form or cause or permit one or more other persons to do so.

### **6. Administration**

Baker & McKenzie has no duty or obligation under the Terms of Use to monitor, correct, remove or take any action in respect of any content uploaded to the MRS by an MRS Participant. Baker & McKenzie does not endorse or exercise any editorial review in respect of any content uploaded to the MRS by an MRS Participant. Baker & McKenzie nevertheless reserves the right to take any action with respect to any content uploaded to the MRS that Baker & McKenzie deems in its sole discretion is necessary or appropriate, including but not limited to the removal or deletion of such content. MRS Participants agree to promptly report to Baker & McKenzie any suspicious or unauthorized access to or use of the MRS. Baker & McKenzie reserves the right to monitor any and all activity on the MRS and may notify the appropriate parties if any suspicious activity is detected.

### **7. Limitations of Liability**

MRS PARTICIPANTS EXPRESSLY AGREE THAT THEIR USE OF THE MRS OR ANY OF THE INFORMATION, CONTENT, MATERIALS OR OTHER SERVICES PROVIDED THEREIN IS AT THEIR OWN RISK. BAKER & MCKENZIE MAKES THE MRS AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE QUALITY, OPERATION OR ANY OTHER ASPECT OF THE MRS OR THE INFORMATION, CONTENT, MATERIALS OR OTHER SERVICES PROVIDED THEREIN, UNLESS OTHERWISE SPECIFIED IN WRITING.

UNDER NO CIRCUMSTANCES WILL BAKER & MCKENZIE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LIABILITY, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING FROM OR RELATING TO THE USE OR ACCESS OR INABILITY TO USE OR ACCESS THE MRS OR THE INFORMATION, CONTENT, MATERIALS OR OTHER SERVICES PROVIDED THEREIN BY AN MRS PARTICIPANT OR ANY OF ITS EMPLOYEES, PERSONNEL, AGENTS, DIRECTORS OR CONTRACTORS. THE PARTIES AGREE THAT, WHERE APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THE FOREGOING DISCLAIMER AND LIMITATION, SUCH LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Links to Other Internet Sites**

MRS Participants agree that they are solely responsible for their interactions with external websites and third parties to which the MRS provides access (such as by clicking on a link). The Terms of Use and Privacy Notice apply only to the MRS and do not apply to other portions of Baker & McKenzie's internal network or to any external websites. Baker & McKenzie shall not be responsible for third parties' information practices.

## **9. Intellectual Property**

All content included on or through the MRS with the exception of content uploaded by Clients and Client Partners is the property of Baker & McKenzie and protected by United States and international copyright laws, trademark laws, patent laws, and other intellectual property laws, as applicable. Such content includes but is not limited to text, graphics, logos, button icons, images, data compilations, systems, processes and applications.

## **10. Nature of the Parties' Relationship**

This Agreement shall in no way be construed to render either party a partner, employee or agent of the other party. Neither party shall have any right or authority to assume or create any liability or obligation, expressed or implied, on behalf of, or to bind in any manner, the other party.

Unless agreed otherwise, both parties are independent controllers in respect of personal data and must comply with their own data privacy obligations under applicable laws.

## **11. Waiver**

No delay or omission by either party in exercising any right under this Agreement with respect to any of the provisions of this Agreement shall impair any such right or be construed to be a waiver of any such right.

## **12. Complaints**

Complaints regarding any content or service made available on the MRS may be made to

Email:

[GLB-TechnologySDSolutionsBTSOperations@bakermckenzie.com](mailto:GLB-TechnologySDSolutionsBTSOperations@bakermckenzie.com)

## **13. Forum Selection and Governing Law**

Each party to the Terms of Use consents to the exclusive jurisdiction of the courts of the State of Illinois having jurisdiction over the City of Chicago or in the United States District Court for the Northern District of Illinois for the resolution of any dispute arising under or in relation to the Terms of Use or Privacy Notice.

The rights and duties of the Parties will be governed by the local law of the State of Illinois, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction. However, the parties to the Terms of Use expressly opt-out of the applicability of the Uniform Computer Information Transactions Act,

whether now or hereafter enacted in Illinois ("UCITA") to the Terms of Use and Privacy Notice. The Parties also expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods.

#### **14. Variation**

Any variation of the Terms of Use is valid only if it is in writing and accepted by the parties thereto.

#### **15. Agreement**

The Terms of Use and Privacy Notice constitute the complete and exclusive statement of the terms of use of the MRS and supersede all representations, discussions and correspondence between the parties regarding the same, including but not limited to any letters, proposals, verbal or other communications sent by one party to the other party. Nothing in this clause shall limit or exclude liability for fraud.

#### **16. Severance**

If any provision of the Terms of Use is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of the Terms of Use will remain in full force and effect and will not in any way be impaired.

**Effective date: March 2025**

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