

Terms & Conditions

Applicant agrees to the following process and terms and conditions. Applicant acknowledges that the mere act of applying under this initiative has no legal effects and does not entitle the applicant to any free services, nor does the act of applying stay any time periods or delays applicant has to respect under the law or under agreements to safeguard his or her legal positions. Doing so remains at all times the sole responsibility of the applicant. Application merely gives rise to a clearing house process (see below).

CLEARING HOUSE PROCESS

IP Lawyers 4 All steering committee will determine the eligibility of the applicant and inform the applicant of the decision. There is no recourse against this decision.

Affirmative eligible applicants ("beneficiaries") are then put in touch with suitable participating IP Lawyer or Lawyers. The establishing of a client-attorney relationship is the responsibility of the applicant. Applicant acknowledges this fact and is aware that no information shared with IP Lawyers 4 All may be subject to legal privilege, even though IP Lawyers 4 All undertake to maintain confidentiality under the laws of confidentiality and contract of Switzerland.

A beneficiary agrees to monitoring of milestones by IP Lawyers 4 All and will reasonably consent to the participating lawyer acting pro bono sharing milestones in any matter referred with IP Lawyers 4 All.

COMMENCEMENT OF CLIENT-ATTORNEY RELATIONSHIP WITH PARTICIPATING LAWYER, MONITORING

At the end of the clearing house process, the participating lawyer will inform IP Lawyers 4 All if and when the beneficiary has become his or her client. At this moment the work and role of IP Lawyers 4 All is reduced to that of milestone monitoring, ie tracking the progress of the matter through six-monthly enquiries during which the participating IP Lawyer will give a brief update of any matter, subject to the consent of the beneficiary.

TERMINATION

Any beneficiary may at any time withdraw his or her application in writing (by email to steering committee member assigned to his or her matter). A participating lawyer shall, subject to the consent of his pro bono client, inform by email the steering committee member in question if and when the client-attorney relationship ends (no later than 10 days after termination).

COSTS AND LIABILITY LIMITATION

Costs: the services of the steering committee are free of charge to applicants to the extent the application is bonafide and non-frivolous, vexatious or fraudulent. IP Lawyers 4 All and the individual steering committee members reserve damages claims for wasted time, efforts and costs incurred in any case of any improper non-bonafide application.

The costs and disbursements that a proper defence of the beneficiaries interests may entail are a matter between the beneficiary and his attorney, notwithstanding any involvement of IP Lawyers 4 All in the course of the application process, clearinghouse process, milestone monitoring or termination.

IP Lawyers 4 All is not a legal service under the laws of any country and is offered as an altruistic non-profit service free of charge and on an "as-is" basis. The steering committee members expressly hereby limit their liability to instances of gross negligence in any duty of care they may have in fulfilling the matching services as described on the website of IP Lawyers 4 All or as part of these terms and conditions. In particular, IP Lawyers 4 All do not undertake that any participating lawyer, in fact, establish a client-attorney relationship upon the introduction of such a participating lawyer to any beneficiary.



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TERMINATION OF SERVICE BY IP LAWYERS 4 ALL / CONFLICTS OF INTEREST

IP Lawyers 4 All strive to limit any activity that could be perceived as a conflict of interest. In the unlikely event that several parties with different interests in the same intellectual property related matter apply as eligible beneficiaries, the steering committee will advise each applicant without delay. Any applicant consents to this information being shared, under such rare circumstances with any other applicant. IP Lawyers 4 All reserves the right to terminate its application processing and clearinghouse process services at any time and especially where it may appear that a conflict such as the one described here.

RETURN OF DOCUMENTATION / RIGHT TO DESTROY DOCUMENTATION

Applicant consents to IP Lawyers 4 All retaining information in one or several databases, including personal information associated with any matter that forms the subject matter of the application. Applicant has the right at all times to inspect any such information and for any errors or incorrect information to be withdrawn or corrected. Applicant also has the right to have information, except the fact of applicant having made an application returned to him or her and for any supporting documentation to be returned or destroyed, at the cost of the applicant, such cost to be kept reasonable by IP Lawyers 4 All.

IP Lawyers 4 All shall have the right to destroy any documentation and shall have no obligation to maintain any record of any application, whether successful or not, and any information relating to any case monitoring after 5 years of termination. For purposes of this section, any matter shall be deemed terminated if, after two attempts of contacting any participating attorney over the space of six months, no response is forthcoming. Thus, five years after any such failed attempt at seeking a progress report or case monitoring report, any documentation may be destroyed by IP Lawyers 4 All.