Winston & Strawn LLP’s Website & Terms of Use

Welcome to Winston & Strawn LLP’s (“Winston & Strawn”) website. Winston & Strawn is a limited liability partnership registered in the state of Delaware. Your use of the websites on which these terms reside (collectively, the “Site”) and any features on the Site are subject to the Terms of Use, which we may update from time to time. By accessing this Site in any way, including, without limitation, by browsing this Site, using any information, and/or submitting information to Winston & Strawn, you agree to and are bound by the terms, conditions, policies and notices contained on this page (the “Terms”), including, but not limited to, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Delaware law. If you do not agree to these Terms, do not use this Site.

Winston & Strawn reserves the right to revise and update these Terms at any time and for any reason, with or without notice or obligation. Your use of this Site after we post any changes constitutes your agreement to those changes and your agreement to be bound by any such revisions. You agree to periodically review these Terms to ensure you are familiar with the most recent version. You agree that you do not have any rights in this Site and that Winston & Strawn will have no liability to you if this Site is discontinued or your ability to access the Site is restricted.

- Not Legal Advice
- Firm Content
- Representations and Limitations of Liability
- Privacy Notice
- Third Party Websites
- Governing Law and Miscellaneous Provisions

Not Legal Advice

This Site and the materials on this Site have been prepared by Winston & Strawn for informational purposes only and are not legal advice. Receipt of this information does not create an attorney-client relationship. Do not act upon this information without seeking professional counsel.
By entering this Site you acknowledge and agree that any communication or material you transmit to this Site or to Winston & Strawn, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you transmit to Winston & Strawn may be used by Winston & Strawn, anywhere, anytime, and for any reason whatsoever.

You acknowledge and agree that no partnership or client/attorney relationship is formed as a result of any use of this Site and neither of you nor Winston & Strawn has the power or the authority to obligate or bind the other.

**Firm Content**

Content on this Site that is provided by Winston & Strawn, or its licensors, including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, audio, videos, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("Winston & Strawn Content") is the property of Winston & Strawn and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display, or use any Winston & Strawn Content located on the Site for use in any publications, in public performances, on websites other than this Site in connection with yours or any other products or services, for any other commercial purpose or in any other manner that is likely to cause confusion among consumers, that disparages or discredits Winston & Strawn and/or its licensors, that dilutes the strength of Winston & Strawn’s or its licensor’s property, or that otherwise infringes Winston & Strawn’s or its licensors’ intellectual property rights. You further agree not to misuse any Winston & Strawn Content or Third Party Content that appears on this Site in any other way.

By entering this Site you acknowledge and agree that any name, logo, trademark, or service mark contained on this Site and all Winston & Strawn Content is owned or licensed by Winston & Strawn and may not be used by you without prior written approval. Winston & Strawn will aggressively enforce its intellectual property rights to the full extent of the law. Nothing contained in this Site shall be construed as granting a license or other rights under any patent, trademark, copyright, or other intellectual property of Winston & Strawn.

**Representations and Limitations of Liability**

By entering this Site you acknowledge and agree that the Site is provided on an “As Is, As Available” basis. No warranties, express or implied, including but not limited to those of merchantability or fitness for a particular purpose, are made with respect to this Site or any information or software contained therein. You agree that your use is at your own risk and that, under no circumstance (including negligence), shall Winston & Strawn or any of the parties involved in creating, producing, or delivering this Site be liable for any direct, incidental, special, consequential, indirect, or punitive damages, or any other losses, costs, or expenses or any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through the access to, use of, or browsing of this Site or through your downloading of any materials, data, text, images, video or audio from this Site, including but not limited to anything caused by any viruses, bugs, human action or inaction or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections even if Winston & Strawn has been advised of such damages. Nor shall Winston & Strawn be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Winston & Strawn’s reasonable control, including but not limited to acts of god, communications line failure, theft, destruction, or unauthorized access to this Site’s records, programs, or services. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to you.

Although the information contained in this Site is based upon up-to-date information, and while Winston & Strawn makes all reasonable efforts to insure that all material on this Site is correct, accuracy cannot be guaranteed and
Winston & Strawn makes no warranties or representations as to its accuracy.

Privacy Notice

All personal data that we process is carried out in compliance with our Privacy Notice.

Third Party Websites

Although this Site may be linked to other sites, Winston & Strawn is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering this Site you acknowledge and agree that Winston & Strawn has not reviewed all the sites linked to this Site and is not responsible for the content of any off-site pages or any other site linked to this Site. Your linking to any other off-site pages or other sites is at your own risk.

Governing Law and Miscellaneous Provisions

These Terms will be governed by and construed in accordance with the internal laws of Delaware without regard to conflicts of laws principles. By using this Site, you hereby agree that any and all disputes regarding these Terms will be exclusively subject to the federal and state courts located in Cook County, Illinois.

Winston & Strawn London LLP

Winston & Strawn London (or "Winston & Strawn London") is a limited liability partnership registered in England and Wales under number OC386268 and is authorised and regulated by the Solicitors Regulation Authority ("SRA"), with SRA number 606433. We use the word “partner” to refer to a member of the LLP or to an employee or consultant with equivalent status. A list of the names of the partners of Winston & Strawn London LLP is open to inspection at its principal place of business, located at Level 33, 100 Bishopsgate London, EC2N 4AG United Kingdom, and such persons are either solicitors, Registered Foreign Lawyers, or Registered European Lawyers. Winston & Strawn London is affiliated with the firm Winston & Strawn LLP, a limited liability partnership organised under the laws of Delaware and also affiliated with the firm W&S SELARL, a limited liability company formed under the laws of France. This internet site is provided by Winston & Strawn LLP.

The SRA Standards & Regulations 2019 set out our professional and ethical rules and obligations (including the SRA Codes of Conduct and SRA Accounts Rules) and can be viewed at www.sra.org.uk.

Financial Services and Markets Act 2000

Winston & Strawn London is not authorised by the Financial Conduct Authority ("FCA") to provide financial services. Therefore, we may refer you to someone who is authorised to provide necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to our clients, as we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. We are included on the Exempt Professional Firms register maintained by the FCA so that we can carry on insurance distribution activities, which are broadly advising on, selling and the administration of insurance contracts. The register can be accessed via the FCA website at www.fca.org.uk/register.

Consumer Contracts Regulations 2013

If you have instructed Winston & Strawn London as an individual to act for you in your personal capacity (not in any business or professional capacity), under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a 14-day cooling-off period during which you may decide to cancel your contract with us. If you expect us to provide advice and services during that 14-day period but also wish to cancel your contract during that period, you agree that you will be liable for any fees or expenses chargeable for legal advice and services incurred up to and including the date of cancellation. If you would like further information, including a template cancellation form, please contact us. Alternatively, any request to cancel your
contract for the supply of our legal services in respect of your matter should be provided to us clearly in writing to the attention of the person with whom you are working or corresponding without delay.

Managing Complaints
If you wish to make a complaint about Winston & Strawn London then, in the first instance, please contact the person with whom you are working or corresponding to set out your concerns. We will do our best to resolve any issues at this stage and, if applicable, will confirm our complaints handling procedure in writing (which is available to clients at any time on request).

If you are not satisfied with our attempt to handle and resolve matters, you may be able to ask the Legal Ombudsman to consider the issue (write to: PO Box 6806, Wolverhampton, WV1 9WJ; or email: enquiries@legalombudsman.org.uk; or phone 0300 555 0333). Any such complaint to the Legal Ombudsman should be done within six months of our final response to your complaint and within six years of the act or omission that caused the complaint or, if outside this period, within three years of when you should reasonably have known about the relevant act or omission.

The Legal Ombudsman may refer your complaint to the SRA if they are not the correct body to consider the matter, as the Legal Ombudsman’s services are only available for certain types of complaints and complainants. For full details, please see: https://www.legalombudsman.org.uk/make-a-complaint/ and https://www.sra.org.uk/consumers/problems/report-solicitor.page. Note also that if you are a client and your complaint is about our invoices, you may also apply to the court for an assessment of the bill under Part III of the Solicitors’ Act 1974. If all or part of any bill remains unpaid, we may be entitled to charge interest.

W&S SELARL
W&S SELARL is a limited liability company formed under the laws of France registered with the Paris Trade and Companies Registry under number 410 546 832 and located at 68 rue du Faubourg Saint-Honoré, Paris, 75008 France. This entity is regulated by the Ordre des Avocats à la Cour de Paris and comprises Avocats who are members of the Paris Bar, and other lawyers from other jurisdictions who are members of other Bars. The rules and principles applicable to the professional conduct of the Paris based Avocats can be obtained on the Ordre des Avocats. Avocats registered with the Ordre des Avocats are covered by an insurance policy provided by the Paris Bar, details of which can be supplied by the Bureau des Assurances.

If you wish to make a complaint, please contact: info@winston.com

Miscellaneous

Statement in Compliance with the Texas Rules of Professional Conduct: Lawyers resident in all offices, unless otherwise indicated in an individual attorney biography, are not certified by the Texas Board of Legal Specialization.

CASE RESULTS DEPEND ON A VARIETY OF FACTORS UNIQUE TO EACH CASE. ANY CASE RESULTS NOTED ON THESE PAGES DO NOT GUARANTEE OR PREDICT A SIMILAR RESULT IN ANY FUTURE CASE.

While we would like to hear from you, please do not send us any information about any matter that may involve you until you receive a written statement from us (an engagement letter) that we represent you.

Conclusion

If Winston & Strawn fails to act with respect to your breach or anyone else’s breach on any occasion, Winston & Strawn is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute the entire agreement between you and Winston & Strawn regarding the use of the Site. By using the Site you represent that you are capable of entering into a binding agreement.