

PRIVACY POLICY

Last modified: November 15, 2024

Introduction

At FEUERMAN LAW, APC, a California professional corporation (“We,” “Us” or “Our”), we respect your privacy and are committed to protecting it through compliance with this policy. **SMS opt-in and phone numbers for the purpose of SMS will not be shared with third parties and affiliates for marketing purposes.**

This policy describes the type of information We may collect from you or that you may provide when you visit the website <https://www.feuermanlaw.com/> (hereinafter, the “**Website**”) and Our practices for collecting, using, maintaining, protecting, and disclosing that information. Should We ask you to provide certain information by which you can be identified when using this Website, you can be assured that it will only be used in accordance with this privacy policy.

Please read this policy carefully in its entirety to understand Our policies and practices regarding your information and how We will treat it. If you do not agree with Our policies and practices, your choice is not to use the Website. By accessing or using the Website, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy below). Your continued use of the Website after We make changes is deemed to be acceptance of those changes, so please check this privacy policy periodically for updates.

We do not collect personal information about you unless you choose to disclose that information to Us or you choose a service on the Website where gathering personal information is necessary to deliver the specific services. Use of those services is entirely voluntary.

This privacy policy forms part of and is incorporated into the Terms of Use Agreement applicable to the use of the Website, which are set out in the Terms of Use wording, available here (add hyperlink to Terms of Use).

We are the ‘data controller’ of your personal data for purposes of the EU General Data Protection Regulation as it was saved into UK law by virtue of section 3 of the UK’s European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (collectively hereinafter referred to as the “GDPR”). We are a ‘data controller’ subject to the GDPR only insofar as We are offering goods or services to individuals in the EU or UK or where the Website may be used to monitor individuals’ behavior as far as it takes place in the EU or UK.

Web server logs

When you visit the Website, We may track information about your visit and store that information in web server logs. These are digital records of the activities on the Website. The servers automatically capture and save the information electronically. Information that We may collect includes, but is not limited to:

- Your unique Internet Protocol (IP) address.
- The name of your unique internet service provider.
- The town/city, county/state and country from which you access the Website.

- The kind of browser or computer you use.
- The number of links you click within the Website.
- The date and time of your visit.
- The web page from which you arrived at the Website.
- The pages you viewed during your visit to the Website.
- Certain searches/queries conducted via the Website.

The information We collect in web server logs helps Us administer the Website, analyze its usage, protect the Website and its content from inappropriate use, and improve the user's experience.

Information You Provide to Us

The information we collect on or through the Website may include, but is not limited to:

- Information that you provide by filling in forms available only on our Website. We may also ask you for information if you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact Us.
- Your responses to surveys that We might ask you to complete for research purposes.
- Details of transactions which occur on the Website.
- Your search queries within the Website.

Links To Other Sites

The Website may contain links which enable you to conveniently visit other sites of interest. Please note, once you use a provided link to leave the Website, We do not have any control over that other site. Accordingly, We cannot be responsible for the protection and privacy of any information you provided to other sites, and such sites are not governed by this privacy policy. You should exercise caution and closely examine the applicable privacy policy for any external site. You agree to indemnify and hold Us harmless for any data breach which might occur during your visit to any external site.

Third Party Services

We may regularly use services hosted by third parties to assist in providing Our services and to help Us understand visitors use of the Website. These services may collect information sent by your browser as part of a web page request, including your IP address or cookies. If these third-party services collect information, they do so anonymously in the aggregate to provide information helpful to Us such as site trends and such data aggregation is done without identifying individual visitors. Third parties may use cookies, web beacons, and similar technologies to collect or receive information from the Website and elsewhere on the internet. Third parties may use that information to provide measurement services so We can understand your interests and retarget advertisements, as applicable, based on your previous visits to the Website.

We do not share your personal information with any third-party advertiser, ad server, or ad network. We will not sell, distribute or lease your personal information to third parties unless We have your permission or are required by law.

Third parties may use this information to provide you with interest-based advertising or other targeted content. Please note, We do not control these third parties' tracking technologies or how

they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

If you believe that any information We are holding about you is incorrect or incomplete, please send Us a message through the applicable form on this Website.

Cookies

In order to offer and provide a customized and personal service, the Website may use cookies and similar technologies to store and help track information about you. A cookie is a small file placed on the hard drive of your computer.

Cookies are used to remind Us of who you are, to help you navigate the Website, to tell us where visitors go on the Website and allow us to save those preferences. Most internet browsers are initially set up to accept cookies, but you can use your browser to either notify you when you receive cookies or disable cookies.

If you wish to disable cookies from this Website, you can do so using your browser. You should understand that some features of many sites may not function properly if you do not accept cookies. By visiting the Website, you consent to the use of cookies and similar technologies in accordance with this privacy policy.

To find out more about cookies, including how to see what cookies have been set on your device and how to manage and delete them, please visit allaboutcookies.org.

Sharing

We will not sell or otherwise provide the information we collect from your use of the Website to outside third parties for the purpose of direct or indirect mass email marketing. We will disclose personal information and/or an IP address, when required by law or in the good-faith belief that such action is necessary to:

- Cooperate with the investigation of purported unlawful activities and conform to the edicts of the law or comply with legal process served on Us.
- Protect and defend the rights or property of the Website and related properties.
- Identify persons who may be violating the law, the rights of third parties, or otherwise misusing the Website or its related properties.

California Do Not Track

Our web services do not alter, change, or respond upon receiving Do Not Track (DNT) requests or signals in browsers. As described above, We track user activity using web server logs, cookies and similar technologies. Information collected in web server logs helps Us analyze Website usage and improve the user's experience. Cookies allow Us to offer you a customized experience and present relevant advertising to you, if applicable.

Changes to Our Privacy Policy

It is Our policy to post any changes We make to this privacy policy on this page. If We make material changes to how We treat our users' personal information, We will notify you by email to the email address provided to Us and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. To ensure you are adequately

informed of any changes to Our privacy policy, you are responsible for ensuring We have a current, active and deliverable email address for you. You are also responsible for periodically visiting the Website and checking this privacy policy to identify any changes.

Consent

By using the Website, you consent to the collection and use of information as specified above. Although We do our best to protect your personal information, We cannot guarantee the security of your personal information transmitted to the Website. By using the Website, you acknowledge and agree that any transmission of personal information is at your own risk.

State Privacy Rights

California, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Montana, Oregon, Tennessee, Texas, Utah, and Virginia provide (now or in the future) their state residents with rights to:

- Confirm whether We process their personal information.
- Access and delete certain personal information.
- Correct inaccuracies in their personal information (excluding Iowa and Utah).
- Data portability.
- Opt-out of personal data processing for (i) targeted advertising (excluding Iowa); (ii) sales; or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
- Either limit (opt-out of) or require consent to process sensitive personal data.

The exact scope of these right may vary by state. To learn more about California residents' privacy rights, visit <https://oag.ca.gov/privacy/ccpa>. California law (Civil Code Section § 1798.83) permits California residents to request certain information regarding Our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to ashley@feurmanlaw.com.

Legal Notice

The materials on the Website are intended to be for informational purposes only and are not intended to be treated as legal advice. You should not rely on or act on any information from the Website without consulting with a competent attorney licensed to practice law in your jurisdiction. Neither the Website nor use of the information from the Website creates an attorney-client relationship. The Website may contain links to other internet sites. These links are provided to assist you in searching for other resources or information that may be of interest to you and are not endorsements of any products or services. We assume no liability or responsibility for any errors or omissions in the content contained on the Website.

Contact Information

To ask questions or make a comment about this privacy policy, you may contact Us by sending an email to ashley@feurmanlaw.com.

PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Last modified: October 30, 2024

This Privacy Notice for California Residents supplements the information contained in FEUERMAN LAW, APC., a California professional corporation's ("We," "Us" or "Our") Website Privacy Policy and applies to all visitors, users, consumers, clients and others who reside in the State of California or those states that have similar privacy protection laws. This Privacy Notice provides a general overview of Our privacy practices. During Our legal representation of a client, the processing of personal information is performed on behalf of and at the direction of Our client, subject to Our client engagement agreements and professional responsibilities.

Individuals who have a disability may be able to use a screen reader or other assistive device to review the contents of this Privacy Notice. If you require additional assistance, contact us at ashley@feurmanlaw.com, advise of a request for disability assistance and request a call back.

Information We Collect

Within the last twelve (12) months, We may have collected the following categories of personal information:

- Identifiers, such as your name, mailing address, email address, zip code, telephone number, government identifiers, or other similar identifiers.
- Customer records, such as username, company name, job title, business email address, and department.
- Protected classification characteristics, such as age, gender, and national origin.
- Commercial information, such as information about products or services purchased, obtained or considered.
- Internet/network information, such as your browsing history, log and analytics data, information about the device(s) used to access the services, domain server, search history and information regarding your interaction with the Website or services and other usage data.
- Geolocation Data, such as information about your physical location collected directly or geolocation features on your device, including your IP address.
- Profession/employment information, such as your current or past employer and job title.
- Other personal information, such as personal information you provide to Us in relation to a survey, comment, question, request or inquiry, information you provide when connecting a third-party account, product or service, and any other content you upload.
- Inferences, including information generated from your use of Our services reflecting predictions about your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.
- Sensitive personal information, such as government identifiers, ethnic origin, race, and health information.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, when you provide it to Us in any format to provide you with legal services.

- Indirectly from you. For example, from observing your actions on the Website, interactions with Our marketing correspondence, or interactions with products or services offered by Us.
- From third parties. For example, from other parties involved in the legal services provided, including opposing parties or counsel, parties responding to subpoenas, or in conducting due diligence.

Use of Personal Information

We may use or disclose the personal information We collect for one or more of the following purposes:

- To fulfill or meet the reason you provided the information.
- To provide, support, personalize, and develop the Website, products, and services.
- To process your requests, payments, or to prevent fraud.
- To protect Our business interests, including to determine acceptable credit, legal, or other risks, to resolve potential or actual conflicts, and for collections purposes.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve Our responses.
- To personalize your experience and interactions with Us and to deliver content and product or legal service offerings relevant to your interests, including targeted offers and information through the Website, third-party sites, and via email (with your consent, where required by law).
- To help maintain the safety, security, and integrity of the Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve the Website, products, and services.
- To respond to law enforcement or legal process requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

We will not collect additional categories of personal information or use the personal information We collected for materially different, unrelated, or incompatible purposes without providing you notice. Our collection and use of sensitive personal information is consistent with the permissible uses under the CCPA.

Disclosure of Personal Information

We may disclose your personal information to a third party for a business purpose. We may share your personal information with the following categories of third parties:

- Identifiers: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business; collection agencies; state bar associations; and other clients or potential clients for the purpose of clearing conflicts when necessary.
- California Customer Records (Cal. Civ. Code § 1798.80(e)): Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example

secure file sharing and transfer services to support the business; collection agencies; state bar associations; and other clients or potential clients for the purpose of clearing conflicts when necessary.

- Protected Classification Characteristics: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; service providers, for example secure file sharing and transfer services to support the business.
- Commercial Information: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business; collection agencies.
- Internet/Network Information: Cybersecurity vendors; analytics and business intelligence vendors
- Geolocation Data: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business; collection agencies.
- Profession/Employment Information: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business; collection agencies.
- Inferences: Subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business.
- Sensitive Personal Information: Parties involved in the rendering of legal services, including opposing parties and counsel, administrative bodies, government agencies, and courts; subsidiaries and affiliates; service providers, for example secure file sharing and transfer services to support the business; collection agencies; state bar associations; and other clients or potential clients for the purpose of clearing conflicts when necessary.

Sales and Sharing of Personal Information

We do not sell personal information, including within the preceding twelve (12) months. We do not share personal information for cross-context or targeted behavioral advertising, including within the preceding twelve (12) months. **SMS opt-in and phone numbers for the purpose of SMS will not be shared with third parties and affiliates for marketing purposes.**

Retention Periods

We will generally retain information about you for so long as We have a legal or business purpose for it or a legal requirement to maintain it. The criteria used to determine our retention periods include:

- The length of time We have an ongoing relationship with you and provide services to you (for example, for as long as you are a client with Us or keep using our services) and the length of time thereafter during which We may have a legitimate need to reference your personal information to address issues that may arise.
- Whether there is a legal or ethical obligation to which We are subject (for example, certain laws require us to keep records for a certain period of time before we can delete them).

- Whether retention is advisable in light of Our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations).

Your Rights and Choices

You may have specific rights regarding your personal information. This section describes your rights and explains how to exercise those rights. Please note that as a law firm, much of the data we collect and process is not subject to consumer right requests like those under the CCPA.

Right to Know and Data Portability Rights

In certain circumstances, you have the right to request that We disclose certain information to you about Our collection and use of your personal information over the past 12 months.

Right to Delete

You may have the right to request that We delete your personal information that We collected from you and retained, subject to certain exceptions. Please note your deletion request may impact Our ability to conduct internal conflict checks.

Right to Correct

You may have the right to request that We correct any inaccurate personal information We may hold about you. We will use commercially reasonable efforts to correct inaccurate personal information, taking into account the nature of the personal information and the purpose for Our processing.

Exercising Rights

To exercise the rights described above, please send an email to ashley@feuermanlaw.com. We may need to verify your identity before processing your request. Only you, or someone legally authorized to act on your behalf, may make a request related to your personal information. You may also make a request on behalf of your minor child. To designate an authorized agent to make a request on your behalf, please provide Us with a power of attorney or other legally binding written document signed by you and identifying your agent. We may also verify the identity of your designated agent.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of the Website that are California residents to request certain information regarding Our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to ashley@feuermanlaw.com.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at Our discretion and at any time. When We make changes to this privacy notice, We will post the updated notice on the Website and update the notice's effective date. Your continued use of the Website, products, and services following the posting of changes constitutes your acceptance of such changes.

Contact Information

To ask questions or make a comment about this Privacy Notice for California Residents, you may contact Us by sending an email to ashley@feuermanlaw.com.

TERMS OF USE

Welcome to our Website (as defined below). By using our Website, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully and in their entirety. If you do not agree to these terms, you should not use our Website. The term “**us**,” “**we**” or “**our**” refers to FEUERMAN LAW, APC., a California professional corporation. The term “**you**” refers to the user or viewer of our Website.

Acceptance of Agreement.

You agree to the terms and conditions set forth in this Terms of Use Agreement (“**Agreement**”) with respect to our website (the “**Website**”). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Website and the subject matter of this Agreement.

This Agreement may be amended at any time by us from time to time without specific notice to you. The latest version of the Agreement will be posted on the Website, and you should review this Agreement prior to using the Website.

Copyright.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Website is strictly prohibited. You do not acquire ownership rights to any article, document or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials. Some of the content on the Website may be the copyrighted work of third parties.

Limited License; Permitted Uses.

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Website solely in accordance with this Agreement; (b) to use the Website solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Website solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print out or electronic version of any part of the Website or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Restrictions and Prohibitions on Use.

Your license for access and use of the Website and any information, materials or documents (collectively defined as “**Content and Materials**”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Website or any Content and Materials retrieved therefrom; (b) use the Website or any materials obtained from the Website to develop, as a component of, any information, storage and retrieval system, database, information

base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Website; (d) use any Content and Materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Website; (f) make any portion of the Website available through any timesharing system, service bureau, the internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture; (h) use any automatic or manual process to harvest information from the Website; (i) use the Website for the purpose of gathering information for or transmitting (1) unsolicited commercial e-mail; (2) e-mail that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Website in a manner that violates any state or federal law regulating e-mail, facsimile transmissions or telephone solicitations; and (k) export or re-export the Website or any portion thereof, or any software available on or through the Website, in violation of the export control laws or regulations of the United States.

No Legal Advice or Attorney-Client Relationship.

Information contained on or made available through the Website is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance. The Website and your use thereof does not create an attorney-client relationship. We do not warrant or guarantee the accurateness, completeness, adequacy or currency of the information contained in or linked to the Website. Your use of information on the Website or materials linked to the Website is entirely at your own risk. You should not act or rely on any information on the Website without seeking the advice of a competent attorney licensed to practice in your jurisdiction for your particular problem. The information contained herein does not necessarily reflect the opinions of our clients.

Forms, Agreements & Documents.

We may make available through the Website sample forms, checklists, business documents and legal documents (collectively, “**Documents**”). All Documents are provided on a non-exclusive license basis only for your personal one-time use for non-commercial purposes, without any right to re-license, sublicense, distribute, assign or transfer such license. Documents are provided without any representations or warranties, express or implied, as to their suitability, legal effect, completeness, currentness, accuracy, and/or appropriateness. THE DOCUMENTS ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND WITH “ALL FAULTS”, AND WE AND ANY PROVIDER OF THE DOCUMENTS DISCLAIM ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Documents may be inappropriate for your particular circumstances. Furthermore, state laws may require different or additional provisions to ensure the desired result. You should consult with legal counsel to determine the appropriate legal or business documents necessary for your particular transactions, as the Documents are only samples and may not be applicable to a particular situation.

Linking to the Website.

You may provide links to the Website, provided (a) that you do not remove or obscure, by framing or otherwise, the copyright notice or other notices on the Website, (b) your Website does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Website immediately upon request by us.

Certain Confidentiality Issues.

Choosing an attorney is a serious matter and should not be based solely on information contained on the Website or in advertisements and may not be accomplished by sending us confidential information related to you and/or your company unless we have expressly authorized the submission of such information by written authorization. You may send us e-mail; however, if you communicate with us in connection with a matter for which we do not already represent you, you should not send us confidential or sensitive information via e-mail because your communication will not be treated as privileged or confidential. If you communicate with us by e-mail in connection with a matter for which we already represent you, you should note that the security of internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted, you accept the risks of such uncertainty and possible lack of confidentiality over the internet.

Designation.

To the extent the Bar Rules in your jurisdiction require us to designate a single attorney responsible for this Website, we designate Ashley Feuerman, e-mail: ashley@feurmanlaw.com.

Use In Other Jurisdictions.

We practice law only in jurisdictions in which we are properly authorized to do so. We do not seek to represent anyone in any jurisdiction where the Website does not comply or is in any way inconsistent with the rules governing communication of legal services in a particular state. We are unwilling to assume the representation of clients from those states where the materials do not comply with State Bar requirements and where the client is generated as a result of that communication.

Statement in Compliance with Certain Rules of Professional Conduct.

Unless otherwise specified, the attorneys listed on the Website are not certified as a specialist in any practice area.

Errors, Corrections and Changes.

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Website will be correct, accurate, timely or otherwise reliable. The law is constantly changing, and the information may not be complete or accurate depending on your particular legal issue. Each legal issue depends on its individual facts and different jurisdictions have different laws and regulations. We may make changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Website.

Third Party Content.

Third party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for any third-party content. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, IP addresses and traffic information.

Indemnification.

You agree to indemnify, defend and hold us and our agents, attorneys, employees, subcontractors, successors, assigns, and affiliates (collectively, “**Affiliated Parties**”) harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Website.

Disclaimer.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE WEBSITE ARE PROVIDED “AS-IS,” “AS AVAILABLE,” WITH “ALL FAULTS”, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND THE AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER, EXCEPT AS PROVIDED HEREINAFTER. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND THE AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS WEBSITE AND THE INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

Limitation of Liability.

We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (i) any errors in or omissions from the Website or information obtained therein, (ii) the unavailability or interruption of the Website or any features thereof, (iii)

your use of the Website, (iv) the content contained on the Website, or (v) any delay or failure in performance beyond the control of an Affiliated Party. THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND THE AFFILIATED PARTIES.

Use of Information/Privacy Policy.

We reserve the right, and you authorize us, to the use and assignment of all information regarding Website uses by you and all information provided by you in any manner consistent with our Privacy Policy.

Links to other Web Websites.

The Website contains links to other sites. We are not responsible for the content, accuracy or opinions express in such sites, and such sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked site on our Website does not imply approval or endorsement of the linked site by us. If you decide to leave our Website and access these third-party sites, you do so at your own risk.

Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the Content and Materials provided therein.

Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or the Website (excluding legal action taken by us or you to collect or recover damages for, or obtain any injunction relating to, intellectual property ownership or infringement), shall be settled solely by confidential binding arbitration in accordance with commercial arbitration rules. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Diego, California. Each party shall bear one-half of the arbitration fees and costs incurred, and each party shall bear its own attorneys' fees.

Miscellaneous.

This Agreement shall be treated as though it were executed and performed in San Diego, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Website must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth hereinafter. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the parties to this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and

effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

With the exception of the photo of Ashley Feuerman, the individuals depicted on the Website are models for stock photos. They are not meant to represent any client or potential client or any attorney or staff member.