

TERMS & CONDITIONS

Effective Date: August 1, 2016

These Terms & Conditions of Service ("TOS") constitute a legally binding agreement made by and between Klema Law, P.L. ("Klema Law" or the "Firm") and you, whether personally or on behalf of an entity ("you"). These TOS govern your use of the Firm's web sites, including klemalaw.com (the "Network") and the services offered by the Firm on the Network (the "Services"), so please read them carefully.

BY ACCESSING OR USING ANY PART OF THE NETWORK, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TOS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE NETWORK.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, THE FIRM RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOUR CONTINUED USE OF THE SERVICES CONSTITUTES ASSENT TO ANY NEW PROVISIONS OF THIS TOS THAT MAY BE POSTED ON THE NETWORK.

1. **The Network.** The Network is a source of information about general legal information through its blog, information about the Firm and its professional services, provides a tool for scheduling, and allows clients to pay for legal services, among other functionality. It also may encompass general information about legal issues, the legal industry, and related fields. The Network may consist of more than the primary web site, including subdomains and other domains owned by the Firm. The Firm operates the principle site, but may not operate all of the Network web sites.
2. **The Services.** "Services" means website services only, and does not encompass work undertaken by the Firm on particular project or other matter. The terms and conditions governing services you may contract for with the Firm will be encompassed in a separate agreement.
3. **Changes to the Network or Service.** The Firm may, in its sole discretion, change, modify, suspend, make improvements to, or discontinue any aspect of the Network or the Services, temporarily or permanently, at any time without notice to you, and the Firm will not be liable for doing so.
4. **Using The Network and the Services.**
 - a. **Eligibility.** Except as expressly provided below, Services may only be used by individuals and entities that can form legally binding contracts under Florida law. Without limitation, minors are prohibited from using Services.
 - b. **Registration.** To pay invoices online or to post on any interactive portion of the Network, you may be required to create an account on the Network or with the Firm through an online registration process. In creating an account, you must provide the Firm with accurate and complete registration information, as prompted in the registration form. You must promptly notify the Firm if any of this information changes. If you fail to provide or update this information, the Firm may terminate your right to use the Network or the Services.
 - c. **Passwords.** If you create an account or pay for services through the Network, you may be asked to choose a password. You must keep your password confidential. You will be responsible for all use of your password and account, including, without limitation, any use by any unauthorized third party. You must notify the Firm immediately if you believe your password or account has been obtained or may be accessed or used by any unauthorized person or entity. In addition, you must notify the Firm immediately if you become aware of any other breach or attempted breach of the security of the Network. For security purposes, the Firm recommends that you change your password often. Under no circumstances should you respond to a request for your password, particularly a request from an individual claiming to be an employee of the Firm. The Firm's employees will never ask for your password. You must notify the Firm if you receive such a request.
5. **Your Content.**
 - a. **License.** By posting, storing, or transmitting any content or information on or to the Network, you hereby grant the Firm a perpetual, non-exclusive, royalty-free, sub-licensable, worldwide license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit, and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world. You hereby irrevocably waive any claims based on moral rights, if any.
 - b. **Objectionable Content.** You are solely responsible for your interactions with other users of the Network and

any content that you post. The Firm is not and will not be liable for any damage or harm resulting from any content or your interactions with other users of the Network. The Firm reserves the right, but has no obligation, to monitor interactions between you and other users of the Network and take any other action in its sole and subjective decision to restrict access to or the availability of any material that the Firm or another user of the Network may consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable (including, without limitation, because it violates these TOS).

- c. **Prohibited Content.** You may not post, submit, or transmit any content that: (i) is libelous, defamatory, or slanderous; (ii) infringes the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, privacy, or publicity rights of any third party; (iii) amount to trolling, or the making of controversial statements for the sole purpose of generating responses by others; (iv) advocates the violent overthrow of the government of the United States; (v) incites, encourages, or threatens immediate physical harm against another; (vi) presents an immediate and genuine danger to another person or entity; or (vii) violates any applicable law, regulation, or rule.

6. User Conduct.

- a. **Prohibited Conduct.** In your use of the Network and the Services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) disrupt or interfere with the security or use of the Services, the Network or any web sites linked to the Network; (iii) interfere with or damage the Network or Services, including, without limitation, through the use of viruses, malware, spyware, ransomware, bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) the Firm, federal, state, or municipal government, or a political candidate, or create or use a false identity; (v) attempt to obtain unauthorized access to the Network or portions of the Network that are restricted from general access; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail, or any other type of unsolicited solicitation, except in those areas of the Network that are designated for solicitations; (vii) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Network or the Services; (viii) use any metatags or any other hidden text utilizing the Firm's name, trademarks, or product or service names; (ix) advertise, offer to sell, or sell any goods or services, except as expressly permitted by the Firm; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Network or Services; or (xi) assist any third party in engaging in any activity prohibited by these TOS.
- b. **Other Users.** If you become aware of any conduct that violates these TOS, the Firm encourages you to contact Klema Law. The Firm reserves the right, but will have no obligation, to respond to such communications.

- 7. **Privacy Policy.** You agree to comply with the terms of the Firm's Privacy Policy, which is incorporated by reference into these TOS.

8. Intellectual Property Rights.

- a. **Copyright.** All materials on the Network and Services, including without limitation, the Firm's logo(s), web site design, text, graphics, code, files, and the selection, arrangement and organization thereof are either owned by the Firm or are the property of the Firm's current or former clients, suppliers or licensors. You may not use such materials without permission. Klema Law reserves all rights.
- b. **Trademarks.** Klema Law and the logo(s) found on the Network are trademarks or service marks owned by the Firm. All layout, graphics, and media on the Network are trademarks, service marks, or trade dress of the Firm. You may not use any trademarks, service marks, trade dress, trade names, or goodwill without express permission from the Firm.
- c. **Ownership and Use.** The Firm retains ownership of its intellectual property rights and you may not obtain any rights therein by virtue of these TOS or otherwise. With the limited exception of sharing through social media, including proper attribution to the Firm, you have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit, or sublicense materials or content available on the Network or through the Services. Notwithstanding the foregoing, you may use the content on the Network and Services in the normal course of your use of the Network and Services. You may not use any third party intellectual property which may be present on the Network without the express written permission of the applicable third party, except as permitted by law.

- d. Your Content. The Firm will not acquire an ownership interest in the content you post or information you submit to the Firm, but The Firm will acquire a non-exclusive license as set forth in Section 4.

9. **DMCA Copyright Policy and Copyright Agent**. The Firm respects the intellectual property rights of others and expects you, its clients, web site visitors, and contributors to do the same. The Firm may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, the Firm, in its sole and absolute discretion, may terminate the account of any user who infringes the intellectual property rights of others. If you believe that a user of the Network or the Services has infringed your intellectual property rights, please notify the Firm's Copyright Agent, below, and provide the following information:

- a. A physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right.
- b. An identification of the intellectual property claimed to have been infringed.
- c. A detailed description of the material that you claim is infringing, so that the Firm may locate it, including the URL where the infringing material appears.
- d. Your address, telephone number, and email address.
- e. A statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law.
- f. A statement, made under penalty of perjury, by you that the above information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

The Firm's Copyright Agent is and can be contacted at:

Griffin C. Klema, Esq.
Klema Law, P.L.
Florida Bar No. 100279
Griffin@KlemaLaw.com
Phone: 202-713-5292

10. **Linking and Framing**. You may link to the Firm's Network provided that neither you nor the link portrays the Firm or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation, or endorsement by or with the Firm. The Firm may revoke this permission at any time for any reason upon notice to you. You may not "frame," inline link, or similarly display any Network or Firm content or property.

11. **Representations and Warranties**.

- a. By Each Party. Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under these TOS; (ii) the assent to and performance by it of its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules; and (iii) these TOS constitute legal, valid, and binding obligations of the parties executing or assenting to these TOS, enforceable in accordance with their terms and conditions.
- b. By You. You represent and warrant to the Firm that: (i) you will not infringe the patent, copyright, trademark, trade secret, right of publicity, right of privacy or other intellectual property or proprietary right of any third party in your use of the Network or the Services and (ii) you will comply with all applicable laws, rules, and regulations in your use of the Network and Services, including these TOS.

12. **Indemnification**. You agree to hold the Firm and its employees, representatives, agents, attorneys, associating counsel, affiliates, directors, officers, managers, and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand, or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of these TOS by you or (ii) arising from, related to, or connected with your use of the Network or the Services. If you are obligated to provide indemnification pursuant to this provision, the Firm may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise, or in any other manner dispose of any Claim without the consent of the Firm.

13. **DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS**.

- a. **DISCLAIMER OF WARRANTIES**. THE FIRM PROVIDES THE NETWORK AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FIRM DOES NOT REPRESENT OR WARRANT THAT THE

NETWORK OR SERVICES OR THEIR USE (I) WILL BE UNINTERRUPTED, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. THE FIRM MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

- b. **THIRD PARTY SERVICES.** ANY THIRD-PARTY LINKS, SERVICES, GOODS, RESOURCES, OR INFORMATION THAT THE FIRM PROVIDES ON OR MAKES AVAILABLE THROUGH THE NETWORK, INCLUDING, WITHOUT LIMITATION, THOSE AVAILABLE THROUGH THIRD-PARTY ADVERTISEMENTS, ARE NOT CONTROLLED BY THE FIRM. ACCORDINGLY, THE FIRM MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, RESOURCES AND INFORMATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES, OR INFORMATION. THE FIRM EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE GOODS, SERVICES, OR INFORMATION.
- c. **EXCLUSION OF DAMAGES.** THE FIRM WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE NETWORK OR SERVICES, BASED ON ANY CAUSE OF ACTION.
- d. **LIMITATION OF LIABILITY.** EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TOS, THE NETWORK, OR SERVICES EXCEED THE GREATER OF (I) THE AMOUNT PAID BY YOU TO THE FIRM DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (II) FIVE HUNDRED DOLLARS (\$500).

14. **Termination.**

- a. **By The Firm.** The Firm has the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your account or your access to the Network or Services. Such reasons may include, without limitation: (i) your breach of any part of these TOS, (ii) your violation of the rights of any third party; or (iii) your membership account becoming inactive for an extended period of time.
- b. **By You.** You may terminate your account for any reason at any time by terminating it through the account management feature on the Network or by providing notice to the Firm of your intention to do so, subject to these TOS.
- c. **Effect of Termination.** If your account is terminated, the Firm may, in its sole discretion, delete any files, graphics, text, or other content or materials relating to your use of the Network or Services. Unless the Firm terminates your account, it is your sole responsibility to retrieve any of your content prior to termination of your account. Following termination, you will not be permitted to use the Network or the Services. If your account or your access to the Network or Services is terminated, The Firm reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Network or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider (ISP).

15. **Notices and Electronic Communications.** All notices required or permitted to be given under these TOS will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, (iii) overnight courier, or (iv) email, provided the sender receives and no bounce or similar notification suggesting delivery to the intended recipient has failed. If you give notice to the Firm, you must use the address shown in Section 9. If the Firm provides notice to you, the Firm must use the contact information provided by you to the Firm. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery by U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

- 16. Choice of Law & Venue.** These TOS shall be governed exclusively by and construed solely in accordance with the law of The State of Florida. The parties hereby submit to the jurisdiction of the state and federal courts located in the State of Florida and agree that exclusive venue of any such action or proceeding shall occur in the State of Florida and the parties further waive any claim that the same is an inconvenient forum and waive any objection to personal jurisdiction by the courts of Florida. The parties acknowledge and agree that the language, terms, and conditions hereunder are not to be construed in any way against or in favor of any party hereto.
- 17. Arbitration.** All disputes arising out of or relating to these TOS (including its formation, performance, or alleged breach) or your use of the Network or Services will be exclusively resolved under confidential binding arbitration held in before and in accordance with the Rules of the American Arbitration Association (“AAA”), however, the parties are not required to have the arbitration administered by the AAA, if they can agree on the selection of an arbitrator. In any event, the arbitration hearing shall be held exclusively in Miami, Florida. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these TOS will be joined to an arbitration involving any other party subject to these TOS, whether through class arbitration proceedings or otherwise. The parties shall be equally responsible for the costs associated with the arbitrator and any administrative costs assessed. Notwithstanding the foregoing, the Firm will have the right to seek injunctive or other equitable relief to enforce these TOS or prevent an infringement of a third party's rights.
- 18. Waiver of Class Action Rights.** By entering into these TOS, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these TOS must be asserted individually.
- 19. Limitation of Actions.** You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Network or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.
- 20. Attorney Fees & Costs.** In the event of a dispute arising under these TOS, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- 21. Force Majeure.** The Firm will not be liable for failing to perform under these TOS by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to the Firm to perform, fire, terrorism, natural disaster, or war.
- 22. Integration.** These TOS contain the entire understanding of the you and the Firm regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between you and the Firm regarding its subject matter.
- 23. Assignment.** The Firm may assign any or all of its rights or obligations under these TOS without notice to you. You may not assign these TOS or any of your rights or obligations under these TOS without the prior written consent of the Firm. These TOS are binding upon each party hereto and its successors and permitted assigns.
- 24. No Waiver.** No failure or delay by a party in exercising any right, power, or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these TOS.
- 25. Relationship of the Parties.** You and the Firm are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by these TOS.
- 26. Severability.** If any portion of these TOS shall be found invalid or unenforceable or shall violate any law, then such provisions shall be enforced to the maximum extent permitted by law, and such invalidity or unenforceability shall neither invalidate their effect elsewhere nor affect the validity or enforceability of the other provisions of these TOS.
- 27. Survival.** Sections 5.a., 7, 8, 9, 11, 12, 13, 16, 17, 18, 19, 20 and 24 shall survive termination of these TOS.