

**JLSHERIDAN LAW
TERMS OF USE (“TOU”)**

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DO NOT USE THIS SITE IF YOU DO NOT AGREE TO ALL OF THE TERMS.

Section 1 – USE OF SITE

This Site is not targeted towards, nor intended to be used by children under the age of 13. If you are not at least 13 years of age, do not access or use the Site. If you are under the age of 18 (and over the age of 13), do not access or use this Site without the involvement and supervision of a parent or guardian.

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In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or

state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Site, other Sites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related Site, other Sites, or the Internet. We reserve the right to terminate your use of the Service or any related Site for violating any of the prohibited uses. You may not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services. We reserve the right to refuse Service to anyone for any reason at any time.

SECTION 5 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

We do not collect or solicit any comments, feedback or any form of submissions on this Site.

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We are not responsible if information made available on our Site is not accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Site is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of our Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

We do not guarantee that any material will be made available through the Service. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated the Terms of Use), or for no reason at all and (ii) to remove or block any content from the Services.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. WE SHALL HAVE NO LIABILITY WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF OPTIONAL THIRD-PARTY TOOLS.

ANY USE BY YOU OF OPTIONAL TOOLS OFFERED THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK AND DISCRETION AND YOU SHOULD ENSURE THAT YOU ARE FAMILIAR WITH AND APPROVE OF THE TERMS ON WHICH TOOLS ARE PROVIDED BY THE RELEVANT THIRD-PARTY PROVIDER(S).

We may also, in the future, offer new products or Services and/or features through the Site (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Use.

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Certain content, products and Services available via our Service may include materials from third-parties.

Third-party links on this Site may direct you to third-party Sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Sites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party Sites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - PERSONAL INFORMATION

Your submission of personal information is governed by our Privacy Policy.

SECTION 10 - NO ATTORNEY-CLIENT RELATIONSHIP

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SECTION 11 - DISCLAIMER OF WARRANTIES

We do not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Services are provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable

quality, fitness for a particular purpose, durability, title, and non-infringement.

SECTION 12 - LIMITATION OF LIABILITY.

In no case shall COMPANY, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless COMPANY and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, Service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 14 - General Terms

14.1 SEVERABILITY. In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

14.2 TERMINATION. These Terms of Use are effective unless and until terminated by either us. You may terminate these Terms of Use when you cease using our Site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

14.3 WAIVER, ENTIRE AGREEMENT. The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use and any policies or operating rules posted by us on this Site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

14.4 GOVERNING LAW. These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California. All disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in the County of San Francisco, California

and each party hereby consents to the personal jurisdiction of such courts.

14.5 BINDING ARBITRATION AND CLASS ACTION WAIVER. You agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide, and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed. Nor is combining individual proceedings without the consent of all parties.

14.6 CHANGES TO TERMS OF USE. You can review the most current version of the Terms of Use at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

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