

# Legal Professionals Incorporated Terms of Use

By accessing or using any of the Legal Professionals Incorporated ("LPI") Internet properties including, without limitation, [www.legalprofessionalsinc.org](http://www.legalprofessionalsinc.org), mobile websites, microsites, mobile applications, LPI profiles on social media sites and any other digital services or properties operated or used by LPI from time to time (collectively referred to as the "Sites") you agree to comply with and be bound by these Terms of Use ("Terms of Use"). Please read these Terms of Use carefully, as well as LPI's Privacy Policy. If you do not agree to the Terms of Use and the Privacy Policy, you must immediately terminate use of the Sites.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Sites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the Sites and LPI Content (as defined below, Section 8) for your noncommercial, personal use and for no other purpose. LPI reserves the right to bar, restrict or suspend any user's access to the Sites, and/or to terminate this license at any time for any reason. LPI reserves any rights not explicitly granted in these Terms of Use and does not grant any rights to you except those explicitly set forth herein.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use, or you receive LPI's prior written consent, you may not publish, republish, modify, translate, create derivative works of, copy, distribute, market, display, compile, remove, or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Sites, any LPI Content (as defined below, Section 8), or any portion thereof. Further, you may not (i) use the Sites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Sites, including LPI Content; (ii) interfere with the proper working of the Sites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan

horse, denial of service attack or other limiting routine, instruction or design; or (iii) interfere with any other person's use and enjoyment of the Sites.

3. Your Acceptance; Revisions to Terms of Use. The Sites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and LPI regarding your use and access to the Sites. **By using the Sites, you agree to these Terms of Use.**

LPI reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Sites. Your use of the Sites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Sites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 23, shall apply to a controversy or claim of which you had actual notice on or before the date of any such revision.

4. LPI Policies; Additional Terms and Conditions. LPI's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the Sites (collectively "Additional Terms and Conditions"), are incorporated herein by reference. For instance, the Terms of Use for Sites which allow users to post comments and participate in discussion boards will apply to users of those services in addition to these Terms of Use. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

5. Click-Through Agreements. Before using certain areas of the Sites, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept," "I Agree," "Okay," "I Consent," or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is an irreconcilable conflict between these Terms of

Use and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement will govern as to such conflict.

6. **Members Only Password-Protected Information.** Certain features and areas of the Sites are available only with the Members Only password. If you are required to utilize the unique password ("Password"), you must keep the Password confidential, including taking appropriate measures to maintain the confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. The Password is unique to the members of LPI and you may not allow any third party to use it under any circumstances. LPI is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of the Password. You must contact LPI immediately if you become aware of or believe there is or may have been any unauthorized use of the Members Only Password, due to security concerns.

7. **Privacy Policy.** For information about LPI's data protection practices and LPI's use and protection of your personal information, please read LPI's Privacy Policy, which is incorporated into and made a part of these Terms of Use.

8. **Proprietary Rights.** The content of the Sites includes, without limitation, (i) LPI's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "LPI Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, including podcasts and video presentations (whether live or recorded), and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Sites (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "LPI Content"). LPI Content is the property of LPI, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law

including, but not limited to, copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any LPI Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from LPI or the owner of such content if LPI is not the owner. For reprints or republication requests, contact LPI. Any use of the LPI Marks or LPI Content without LPI's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the LPI Content, including any such notices appearing on any LPI Content you are permitted to download, transmit, display, print, or reproduce from the Sites.

9. User Obligations. You warrant that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Sites and not interfere with the use and enjoyment of the Sites by other users or with LPI's operation and management of the Sites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Sites, including, without limitation, information required to be provided through an LPI registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, LPI reserves the right to terminate your access and use of the Sites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Sites, or defame or otherwise harm any party through your use of the Sites.

In addition, you also agree that you will not use our Services to:

(a) upload, download, post, email, transmit or otherwise make available any LPI Content, including through any attachments thereto, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) upload, download, post, email, transmit or otherwise make available any LPI Content, including through any attachments thereto, that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(c) upload, download, post, email, transmit or otherwise make available any LPI Content, including through any attachments thereto, that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(d) upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(e) upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and

(f) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

10. Responsibility for Use of the Internet and Websites and Exclusion of Liability. Use of the Internet and the Sites is solely at your risk and is subject to, without limitation, all applicable local, state, national and international laws and regulations. Unless expressly required by law, LPI does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Sites over the Internet or other communication network. LPI shall not be obligated to correct or

update the Sites or the LPI Content and shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the Sites.

11. No Legal Advice and Disclaimer as to Accuracy of Information. The information on the Sites and LPI Content are for informational purposes only and is not legal advice or a substitute for legal counsel.

The information contained in the Sites and LPI Content may or may not reflect the most current legal developments; accordingly, information on the Sites are not promised or guaranteed to be correct or complete and should not be relied upon as such. As legal advice must be tailored to the specific circumstances of each case, nothing provided on the Sites or LPI's Content should be used as a substitute for advice of competent counsel. The materials on the Sites and LPI Content do not constitute legal advice and do not necessarily reflect the opinions of LPI.

12. Third-Party Information. The Sites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the Sites are those of the respective third party and not of LPI or its affiliates. LPI makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third-party materials, information, services or products.

13. Notice for Claims of Intellectual Property or Copyright Infringement; Agent for Notice of Infringement. LPI respects the intellectual property of others, and, particularly as to user-generated content in comments, discussion boards or in other user contributed content, as applicable, we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide LPI the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(b) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(c) a description of where the material that you claim is infringing is located on the site;

(d) your address, telephone number, and email address;

(e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

14. Advertisers. The Sites may contain advertisements. The inclusion of advertisements on the Sites does not imply endorsement of the advertised products or services. LPI shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Sites. Further, LPI shall not be responsible or liable for the statements or conduct of any third-party advertisers appearing on the Sites. You shall be solely responsible for any correspondence or transactions you have with any third-party advertisers.

15. Links to Third-Party Websites. The Sites may provide links (including any link through an online banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which LPI exercises no control. The appearance of any such third-party links is not intended to endorse any particular company or product. If you decide to access any of the third-party sites linked to the Sites, you do so entirely at your own risk.

16. Links to Websites, Content, Sharing of Content. Links posted by third parties to the Sites and/or LPI Content may not use the LPI trademark or logo and shall not suggest that LPI promotes or otherwise endorses any third-party products, business relationships, services, causes, campaigns, Websites, content, or information. Any links to any portion of the Sites shall be the responsibility of the linking party. LPI

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18. Warranties Disclaimed. THE SITES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT WHERE PROHIBITED BY LAW, NEITHER LPI, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, MEMBERS, OR TRUSTEES, NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, CONTRACTORS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "LPI PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) THE SITES OR LPI CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) ACCESS TO THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS; OR (iv) LPI CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE SITES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

19. Exclusion of and Limitation of Liability. EXCEPT WHERE PROHIBITED BY LAW, LPI PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION,



COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE THE SITES AND/OR ANY LPI CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE SITES AND/OR LPI CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE SITES, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITES; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES; (vii) FROM ANY DELAY OR FAILURE OF THE SITES ARISING OUT OF CAUSES BEYOND LPI'S CONTROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, LPI CONTENT; (ix) OUT OF ANY THIRD-PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE SITES (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD-PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO THE SITES OR LPI CONTENT.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS OF USE, THE SITES AND/OR LPI CONTENT, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SITES, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. YOU CONFIRM THAT HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

20. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND LPI'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the LPI Parties from and against all claims arising from or in any way related to your use of the Sites and/or LPI Content, a violation by you of these Terms of Use, the Privacy Policy, or any other actions connected with your use of the Sites and/or LPI Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. LPI will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to the LPI Parties other than under this Section.

22. Term and Termination. These Terms of Use will take effect at the time you begin using the Sites. LPI reserves the right, with or without notice, at any time and for any reason to deny you access to the Sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the LPI Sites, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Sites, including any LPI Content, in your possession.

23. Arbitration; Venue. Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Sacramento, California. All submissions to the arbitrator, the proceedings, and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the City and County of Sacramento in the State of California and/or the United States District Court for the Eastern District of California shall have exclusive jurisdiction and venue over (i) any action concerning the

enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. LPI reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class-wide arbitration shall be brought only in the United States District Court for the Eastern District of California or any State of California court located in Sacramento, California.

24. **Governing Law.** These Terms of Use and all matters regarding your use of the Sites shall be governed by, construed in accordance with, and enforced under the laws of the State of California applicable to contracts made and executed and wholly performed in the State of California, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply, and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. **Waiver and Severability.** The failure to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be

invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

26. Complete Agreement. These Terms of Use, together with any revision, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and LPI relating to the Sites and its use by you, and supersedes any previous written or oral communication regarding use of the Sites.

27. Contact Information. If you have any questions or concerns regarding these Terms of Use or the Sites, please visit our Contact Us page.

28. Statute of Limitations. Regardless of any statute or law to the contrary, except where prohibited by law, any claim or cause of action arising out of or related to your use of the Sites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. Use of Websites and Content outside of the United States. LPI makes no claims regarding access or use of the Sites or the LPI Content outside of the United States. If you use or access the Sites or the LPI Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

30. LPI provides opportunities for user interaction within its Sites and social media profiles on sites such as Facebook, Twitter, Instagram, LinkedIn, and various blogging sites. On those social media profiles, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views or content contained therein. LPI is not responsible for content or links posted by others.

31. User-Generated Content. We welcome your views, comments and other communications, pictures, trackback URLs, or videos on our Sites which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content ("User Content"). By contributing User Content to any of the Sites or social media profiles, users understand and acknowledge that this

information is available to the public and grant LPI a nonexclusive license to display, reproduce, transmit, modify such User Content and that LPI may use the User Content for internal and external marketing purposes. You are solely responsible for the User Content you submit. If you believe any User Content infringes on your proprietary rights, contact LPI as identified in these Terms of Use. LPI does not approve, endorse, or adopt any User Content, and LPI assumes no liability for any User Content submitted by you or others. You agree to indemnify LPI against all claims and liabilities resulting from User Content. Users who do not wish to have information they have made available via these sites used, published, copied and/or reprinted, should not post on the social media profiles. Please note that other participants may use posted information beyond the control of LPI. All user content is read at your own risk, and LPI recommends that you not rely on the information or advice in any of these postings.

LPI retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. LPI also retains the right to ban or block a user from posting on LPI social media profiles without notice for a pattern of inappropriate postings or as it deems necessary.

You acknowledge, consent and agree that LPI may access, preserve and disclose your account information and the User Content you have posted by Users of the Services if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the sole opinion of LPI to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Administrators, its Users and the public.

32. Other Terms of Use/Services. On sites not operated by LPI, you are also subject to the Terms of Service (“TOS”) of that host site. Information (comments, photos, videos, etc.) you share with or post to LPI social media profiles is also subject to the

TOS of the host site and may be used by the owners of the host site for their own purposes under the host site's TOS. For more information, consult the host website's TOS.

This Terms of Use is subject to amendment or modification at any time.

Effective August 29, 2018. Updated April 29, 2020.