

Terms of Service Family Law Link - Indiana

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Welcome to Family Law Link - Indiana (the "App"), provided by Legal Links LLC ("we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our App and its content, features, and services (App, content, features, and services are collectively, the "Services").

Please read these Terms carefully before using the Services. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to all of these Terms you are not authorized to access or use the Services. Additionally, if you do not agree to all of these Terms, do not access or use the Services.

1. Acceptance of Terms

By creating an account, downloading, accessing, or using the Services, you represent that you have read, understood, and agree to be bound by these Terms. If you are using the Services on behalf of an entity, you represent that you have the authority to bind that entity to these Terms.

Your use of the Services constitutes sufficient evidence of your acceptance and agreement to the Terms and all the contents hereof.

2. Description of Service

Family Law Link - Indiana provides users with access to a collection of publicly available legal documents, informational content, and links to third-party resources, such as the any links to the Indiana Child Support Calculator (collectively, "Content"). Additionally, Family Law Link – Indiana provides users with access to a Child Support Estimator embedded within the App (also included in the reference to “Content”). **The Services are intended for quick reference purposes, are current no later than the date of the App’s last release only and does not constitute legal advice or legal resource material. The Child Support Estimator only serves to estimate child support and is not guaranteed as accurate. You are solely and individually responsible for checking the current status of the law, rules, guidelines, and the accuracy of any child support calculations.** This App is no different than a book in that it can only be current, to the best of our knowledge, as of when it was created – again, you are

solely and individually responsible for determining whether the Content contained herein is current, accurate, renders accurate results, and is or remains applicable.

3. User Accounts

- **Registration:** To access certain features of the Services, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- **Account Security:** You are responsible for safeguarding your account password and for any activities or actions under your account. You agree to notify us immediately of any unauthorized use of your account.
- **Eligibility:** You must be at least 18 years old to create an account and use the Services.

4. Intellectual Property Rights

- **Our Content:** The App and its original Content (design, layout, curated selection of resources) and the Child Support Estimator (design, layout, functionality, formulas, lookup(s), crossover(s), and estimate calculations) (excluding user-provided content, if any, and publicly available documents (i.e. Code, Guidelines, Rules)), features, and functionality are and will remain the exclusive property of Legal Links LLC and its licensors. The App is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.
- **Publicly Available Documents:** The PDF documents provided within the App (excluding these Terms and “HelpMe” document) are generally sourced from public records and are provided for informational convenience. We do not claim original authorship or copyright over these pre-existing public documents. We do not claim accuracy or currency of the contents of the documents.
- **Limited License:** We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use, strictly in accordance with these Terms.

5. User Conduct and Prohibited Uses

You agree not to use the Services:

- In the course of making any legal argument without first independently checking and confirming the accuracy and currency of your citation(s).
- In the course of drafting any communication, legal brief, memorandum, pleading, Order, or any other legal document without first independently checking and confirming the accuracy and currency of your citation(s).
- In the course of rendering and legal advice without first independently checking and confirming the accuracy and currency of your citation(s).
- In the course of passing off any information obtained through your use of the app without first independently checking and confirming the accuracy and currency of your citation(s).
- In the course of determining child support without first using the official State of Indiana Child Support Calculator (<https://www.in.gov/courts/services/child-support-calculator/>) to verify the accuracy of the Child Support Estimator.
- In any way that violates any applicable national, state, local, or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent.
- To impersonate or attempt to impersonate Legal Links LLC, an employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm us or users of the App or expose them to liability.

Additionally, you agree not to:

- Reverse engineer, copy, decompile, disassemble, or otherwise attempt to discover the source code (including, without limitation, functionality, formulas, lookup(s), crossover(s), and estimate calculations) of or within the App.
- Modify, adapt, translate, or create derivative works based upon the App.
- Remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the App.

6. Disclaimer of Warranties (**General - To Be Enhanced**)

- **No Legal Advice:** The Content provided through the App is for quick-reference and informational purposes only and does not constitute legal advice. We are not a law

firm, and the use of the App does not create an attorney-client relationship. You should consult with a qualified attorney for advice regarding your individual situation.

- Accuracy of Information: While we will attempt to keep the information within the App accurate and up-to-date and to make the Child Support Estimator remotely accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the App or the information, products, services, or related graphics contained in the App for any purpose. Any reliance you place on such information is therefore strictly at your own risk and your sole responsibility.
- "AS IS" BASIS: THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATIVE TO THE SERVICES AND THIRD-PARTY CONTENT ACCESSIBLE THEREIN. WARRANTIES EXPRESSLY DISCLAIMED INCLUDE, WITHOUT LIMITATION, THOSE WARRANTIES OF THE COMPLETENESS, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY, AND ADEQUACY OF CONTENT; WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF ACCURACY, WARRANTY OF CURRENCY. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS WITH ANY AND ALL DEFECTS (INCLUDING DEFECTS DUE TO INACCURACY OR LACK OF CURRENCY OF THIRD-PARTY INFORMATION), WHETHER KNOWN OR UNKNOWN. USE AT YOUR OWN RISK.

7. Limitation of Liability and Indemnification (General - To Be Enhanced)

To the fullest extent permitted by applicable law, in no event shall Legal Links LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, punitive damages, or damages of any other type, including without limitation, any monetary loss, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Services; (ii) any conduct or content of any third party on the Services; (iii) any content obtained from the Services; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

In the event liability is found on the part of Legal Links LLC, or its directors, employees, partners, agents, suppliers, or affiliates, you expressly agree that said damages, regardless of the type (i.e. indirect, incidental, special, consequential, or punitive damages, including

without limitation, monetary loss, loss of profits, data, use, goodwill, or other intangible losses), are limited to the total amount of subscription fees paid by you to us for use of the Services within the twelve (12) month period up to the date damages were sustained (Liquidated Damages). Use of the Services constitutes a binding agreement by you that the Liquidated Damages are your sole remedy and are wholly sufficient.

If you are using the App on behalf of an entity, you represent that you have the authority to bind that entity to these Terms. If you are using the App on behalf of any third-party, you represent that you have the authority to bind that third-party to these Terms. You agree to indemnify, defend, and hold harmless us from any and all claims brought by any entity(ies) or any third-party(ies) on whose behalf you used the Services. Said indemnification, defense, and hold harmless shall be operational and valid regardless of whether the entire claim made by any third parties relates to your use of the Services or only relates to a portion of their claim.

8. Third-Party Links and Services

The App may contain links to third-party websites or services that are not owned or controlled by Legal Links LLC such as the contents of any linked PDF file (including, without limitation, Title 31, Indiana Parenting Time Guidelines, Indiana Child Support Guidelines, Indiana Rules of Trial Procedure, and Indiana Rules of Evidence) or the link to the Indiana Child Support Calculator. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party entity, websites, or services. You further acknowledge and agree that Legal Links LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on the Services, any content, or services available on or through the App or any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

9. Modifications to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, **we will provide notice of any new terms taking effect by way of the issuance of a new App release. The new release will prompt you with the Terms of Service Disclaimer window which requires you to review the Terms of Service and check the box indicating that you have “read and agree to the Terms of Service”. Your assent to the revised Terms will be required to access the Services.** What constitutes a material change will be

determined at our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

10. Termination

We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Services. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Governing Law and Venue

These Terms shall be governed and construed in accordance with the laws of the State of Indiana, United States, without regard to its conflict of law provisions. Venue shall be that of any Circuit or Superior Court located within Warrick County, State of Indiana.

12. Arbitration Notice, Waiver of Class Action and Class Wide Arbitration:

Any and all disputes between you, including those brought by any third party related in any way to your use of the Services, and us (including, without limitation, Legal Links LLC, or its directors, employees, partners, agents, suppliers, or affiliates) will be resolved by binding, individual arbitration and you waive the right to participate in a Class Action lawsuit and/or class-wide arbitration. Your use of the Services confirms you agree to binding, individual arbitration of any and all disputes.

13. No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

15. Entire Agreement

These Terms constitute the entire agreement between us regarding our Services and supersede and replace any prior agreements we might have had between us regarding the Services.

16. Contact Information

If you have any questions about these Terms, please contact us at:

www.LegalLinksLLC.com or LegalLinksLLC@gmail.com.

Be sure to replace placeholders like [Date], [Your LLC Name Here], [e.g., 30 days'], and [Your Contact Email Address or Link to Contact Form] with updated and specific information.