

# JOSEPH M. VINCENT, LTD., P.C.

## WEBSITE TERMS AND CONDITIONS

**Last Updated: February 1, 2023**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SERVICES (DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS OR USE OUR SERVICES.

These Terms of Service (“**Terms**”) apply to your access to and use of the website, mobile applications, and other online products and services that are provided by Joseph M. Vincent, Ltd., P.C. (“**Joseph M. Vincent**,” “**we**,” or “**us**”) and link to these Terms (collectively, our “**Services**”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with us or our subsidiaries or affiliates, for products, services or otherwise. We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by posting a notice on our Services and/or updating the “Last Updated” date above. Your continued use of our Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended Terms, you must stop using our Services. If you have any questions or comments regarding our Services or these Terms, please contact us at [inquiries@vincent.attorney](mailto:inquiries@vincent.attorney).

**Privacy Policy:** Please refer to our Privacy Policy for information on how we collect, use, share and otherwise process information from users of our Services.

**No Legal Advice; Advertising Statement:** Our Services are for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any issue or problem. Use of and access to our Services does not create an attorney-client relationship. The opinions expressed at or through the Services are the opinions of the individual author and may not reflect the opinions of the firm or any individual attorney. Portions of the Services may contain attorney advertising under the rules of Washington State. Prior results do not guarantee a similar outcome.

**Eligibility:** You must be at least 18 years of age to use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to “you” throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

**Intellectual Property Ownership and Limited License:** Our Services, including the text, graphics, images, photographs, videos, illustrations, information, data, software, and other content and materials contained therein (and the selection, arrangement, and presentation thereof), are owned by Joseph M. Vincent or our licensors and are protected under both U.S. and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable

license to access and use the Services for non-commercial purposes and to download and print materials from the Services for the purpose of viewing, reading, and retaining such materials for reference. Any other access, use, copying, distribution, retransmission, or modification of our Services, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

**Trademarks or Service Marks:** Any product or service name or slogan specifically associated with our Services on this website or our mobile apps is a trademark or service mark of Joseph M. Vincent or our suppliers or licensors, and may not be copied, imitated or used, in whole or in part, or used without our permission. All other trademarks or service marks, registered trademarks, product names, and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, service mark, manufacturer, supplier, or otherwise, does not constitute or imply our endorsement, sponsorship, or recommendation.

**Repeat Infringer Policy; Copyright Complaints:** In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that any part of our Services infringes any copyright that you own or control, you may notify us as follows:

Designated Agent:	Harper Law Offices, Inc., P.C.
Address:	8310 S. Park Avenue Tacoma, WA 98408 Unites States
Telephone Number:	01.253.212.2450
E-Mail Address:	<a href="mailto:harperlawoffices@comcast.net">harperlawoffices@comcast.net</a>

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable to us for certain costs and damages.

**Third-Party Content:** We may provide information about third-party products, services, activities, or events on our Services, or we may allow third parties to make their content and information available on our Services (collectively, “**Third Party Content**”) as a service to those interested in this information. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. We do not control, endorse, or adopt any Third-Party Content and make no representation or warranties of any kind regarding Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

**User Content and Interactive Services or Areas:** Our Services may include interactive areas or services (“**Interactive Areas**”), such as forums, interactive tools, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post, store or share content, including messages, data, information, photos, videos, applications, and other materials on our Services (collectively, “**User Content**”). Except for the license you grant below, you retain all rights in and to your User Content, as between you and Joseph M. Vincent. You grant Joseph M. Vincent and our affiliates a nonexclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display your User Content and any name, username or likeness provided in connection with your User

Content in all media formats and channels now known or later developed without compensation to you. You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that (a) you own and control all the rights to the User Content that you post, or you otherwise have the right to post such User Content to our Services; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor any of the User Content posted in Interactive Areas, we may delete or remove any User Content at any time and for any reason without or without notice.

**Feedback:** Separate and apart from User Content, you may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information or materials regarding our Services (but excluding any client information) (collectively, the “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish or improve the Feedback in our sole discretion. You understand that we may treat Feedback as nonconfidential.

**Prohibited Content and Conduct:** You are solely responsible for your use of such Interactive Areas and use them at your own risk. You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Services. You may only post or otherwise share User Content that is nonconfidential and that you have all necessary rights to disclose, including the lawful right to distribute and reproduce such User Content. You will not post, upload to, transmit, distribute, store, create or otherwise publish through our Services any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- User Content that contains or depicts any statements, remarks, or claims that do not reflect your honest views and experiences;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private or personal information of a third party without such third party’s consent;
- Viruses, corrupted data, or other harmful, disruptive, or destructive files or content; or
- User Content that, in our sole judgment, is objectionable or restricts or inhibits any other person from using or enjoying the Interactive Areas or our Services, or may expose us or our users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while accessing or using our Services, and you agree that you will not do any of the following in connection with our Services or its users:

- Use our Services other than for their intended purposes and in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- Use or attempt to use another user's account without authorization from us and that user;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Engage in any stalking, intimidating, threatening, predatory or otherwise harassing conduct or cause discomfort to other users;
- Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based on our Services;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services;
- Develop or use any applications that interact with our Services without our prior written consent;
- Bypass or ignore instructions contained in our robots.txt file;
- Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters or pyramid schemes;
- Send any unsolicited commercial messages;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any illegal activity that violates these Terms; or
- Circumvent or attempt to circumvent any filtering, security measures or other features that we may from time to time adopt to protect our Services, our users or third parties.

We may also, at our sole discretion, limit access to our Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether there is any repeat infringement or not. Enforcement of this section of the Terms is solely at our discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this section of the Terms does not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules.

**User Accounts:** To access certain areas of our Services, you may be required to register for an account. If you register for an account, you agree to provide accurate information and promptly update this information if it changes. You must also maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

**Indemnification:** To the fullest extent permitted by applicable law, you will defend, indemnify, and hold harmless Joseph M. Vincent, our officers, directors, agents, partners, employees, independent contractors, service providers, and consultants, and their respective directors, employees and agents, including, without limitation, Harper Law Offices, Inc., P.C., and Joseph T.G. Harper (individually and collectively, the "**Vincent Parties**"), from and against any losses, claims, damages, demands, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) ("**Claims**") arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including

intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify the Vincent Parties of any third-party Claims, cooperate with the Vincent Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Vincent Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Vincent Parties.

**Disclaimer:** Except as expressly provided in writing by us, our Services are provided "as is" and "as available" without warranties of any kind, either express or implied. We disclaim all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not represent or warrant that our Services are accurate, complete, reliable, current, or error-free. While we attempt to make your use of our Services safe, we cannot and do not represent or warrant that our Services or its servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Services.

**Limitation of Liability:** To the fullest extent permitted by applicable law, the Vincent Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, warranty or otherwise—for any special, indirect, incidental, or consequential damages, or lost profits, even if we or the other Vincent Parties have been advised of the possibility of such damages. In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, arising out of or relating to these Terms exceed the greater of any compensation you pay, if any, us for access to or use of our Services, or fifty dollars (\$50.00). The limitations set forth in this section of the Terms will not limit or exclude liability for our or the other Vincent Parties' gross negligence, fraud, or intentional misconduct, or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**Modifying and Terminating Services:** We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

**Governing Law and Venue:** Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of Washington state, except to the extent preempted by United States federal law, without regard to conflict of law rules or principles (whether of Washington state or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in Pierce County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

**Severability:** If any provision of these Terms is unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

**Miscellaneous:** Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no

legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights on any other person or entity. You agree that communications and transactions between you and Joseph M. Vincent may be conducted electronically.