

SUBSCRIBER AGREEMENT AND TERMS OF USE FOR WEBSITE WITH USER-GENERATED MATERIAL

- 1. Read This:** This Terms of Use Agreement ("Agreement" or "Terms of Use") is made by and between Robert Martin Law, PLLC (hereinafter "Company"), a North Carolina limited liability company, and you, the user ("you", "your" or "User").

This Agreement contains the complete terms and conditions that govern the use of the Company's website, www.robertmartinlaw.com ("Website" or "Site"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

You are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of the Site shall constitute your acceptance thereof.

- 2. Access to This Site.** To access this Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.
- 3. Applicable Use of Site.** You may use this Site only for purposes expressly permitted by this Agreement. As a condition of your use of Company's Website, you warrant to Company that you will not use the Website for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.
- 4. No Co-Branding or Framing.** You may not use or authorize any party to co-brand or frame Company Website without the express prior written permission of an authorized representative of Company in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, "framing" refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company.
- 5. No Unlawful Access.** You agree that you will not use Company's Websites in any manner that could in any way disable, overburden, damage, or impair the Website or otherwise interfere with any other

party's use and enjoyment of the Website. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Website.

- 6. Personal and Non-Commercial Use Limitation.** Company's Website is for your personal and non-commercial use, unless otherwise specified in writing. You may not use any Company Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of the Company in each instance, which permission will be at Company's sole and absolute discretion. You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to Company's Website, in whole or in part.
- 7. Proprietary Information.** All content found on the Company Website (the "Content") is considered the copyrighted and trademarked intellectual property of Company, or of the party that created and/or licensed the Content to Company. No rights or title to any of the Content contained on any Company Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Company in each instance.
- 8. Submissions.** You hereby grant to Company a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Company through this Site (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Company will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations or businesses.
- 9. Hyperlinking.** This Site may be hyperlinked to and by other websites which are not maintained by, or related to, Company. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed or otherwise affiliated with this Site or Company. Company has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from Company Website to another web page should be accessed at the User's own risk. Company makes no representations or warranties about the content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via this Site.
- 10. Use of Communication Services.** Company's Website may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the

Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (a) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (b) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (c) is vulgar, obscene, pornographic, incendiary, or indecent;
- (d) threatens or abuses others;
- (e) is libelous or defamatory towards others;
- (f) is racist, abusive, harassing, threatening or offensive;
- (g) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (h) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (i) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (j) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (k) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- (l) solicits funds, advertisers or sponsors for any purpose;
- (m) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (n) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Site;
- (o) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (p) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any networks connected to this Site; or
- (q) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding

these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action made by Company or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Communication Service, yet the Website and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services.

WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

- 11. Right to Terminate Access.** Company reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 12. Disclosure Under Law.** Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 13. Personally Identifiable Information.** Company cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, Company agrees that it will treat any personally identifying information that you submit through this Site in accordance with the terms outlined in its Privacy Policy (posted on the Site), as well as in conformance with all applicable laws, rules, and regulations.
- 14. Disclaimer & Limitations on Liability.** You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

- 15. Indemnity.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.
- 16. Trademarks and Copyrights.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual

Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party.

17. Security. Any passwords used for this Site are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

18. Disputes. If there is any dispute about or involving these Terms of Use, the Website and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of North Carolina, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of Guilford County, North Carolina in connection with any dispute between you and Company arising out of or involving this Agreement, the Website and/or any Communications Services.

19. Miscellaneous.

- (a) If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (b) You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of Company's Websites.
- (c) These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to Company's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. Company may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
- (d) The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company.

- (e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.
- (f) If you have any questions regarding this Agreement or need to report any violations of this Agreement, please contact the Company at robert@robertmartinlaw.com.