

NSBLaw, P.C. Websites and Services

Terms and Conditions of Use Agreement

Last Updated: **September 20, 2024**

This Terms and Conditions of Use Agreement (this “Agreement” or the “Terms and Conditions”) is between you and NSBLaw, P.C. and its affiliates (collectively, “NSBLaw”). Unless specifically asked to agree or accept the Terms and Conditions by clicking an “accept” or “agree” button, your use of this Web site (the “NSBLaw Web Site” or the “Site”) and any other Web sites made available by NSBLaw or its affiliates on which this Terms of Use is posted (collectively, the “NSBLaw Web Sites” or “Sites”), and any NSBLaw services offered or made available thereon or described herein (the “NSBLaw Services” or the “Services”) signifies your agreement to the terms and conditions of use set forth below. **BY USING THE SITES AND/OR THE SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITES AND SERVICES.** We may change the terms and conditions of this Agreement from time to time, at any time with or without notice directly to you, by posting such changes on the Sites (which posting shall constitute notice to you). Your acceptance of these Terms and Conditions constitutes a legal and binding contract between you and NSBLaw.

Limited License

Subject to the terms and conditions set forth in this Agreement, NSBLaw grants you a non-exclusive, non-transferable, limited right to access, view, use and display the NSBLaw Web Sites and the materials thereon on your computer, mobile phone, or other internet compatible or mobile device, provided that you comply fully with the Terms and Conditions of this Agreement. The NSBLaw Web Sites and the NSBLaw Services are for your personal, internal, non-commercial and informational use only (except where specifically and expressly permitted and/or stated otherwise in connection with a particular Service).

Ownership; Restrictions

As between you and NSBLaw, NSBLaw owns, solely and exclusively, all rights, title and interest in and to the Sites and Services, all material and content thereon (other than that which users may submit or provide to us), including without limitation, text, images, software, audio and video clips, illustrations, graphics, other visuals, code, data and materials thereon, the look and feel, design and organization of the Sites and Services, and the compilation of the content, code, data and materials on the Sites and Services (collectively the “Content”), including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. For the avoidance of doubt, the NSBLaw Web Sites and Services and the Content are protected by U.S. copyright laws, international conventions, and other laws. You agree to abide by all restrictions displayed on the NSBLaw Web Sites and otherwise applicable to the Services. Your use of the Sites or Services does not grant to you ownership of any Content you may access or use on or through the Sites or the Services. **NOTHING CONTAINED IN THE NSBLAW WEB SITES IS INTENDED TO, AND SHALL NOT, CONSTITUTE LEGAL ADVICE OF ANY KIND ON WHICH A USER MAY RELY IN ANY PARTICULAR CIRCUMSTANCE, WITHOUT THE EXPRESS WRITTEN CONSENT OF NSBLAW. ADDITIONALLY, AS REQUIRED BY U.S. TREASURY REGULATIONS GOVERNING TAX PRACTICE, YOU ARE HEREBY ADVISED THAT ANY WRITTEN TAX ADVICE CONTAINED ON THE NSBLAW WEB SITES WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE.**

Prohibited Use

Except as expressly set forth herein or expressly permitted in connection with a particular Service, you may not download, display, copy, reproduce, create derivative works from, transmit, sell, distribute, publish, broadcast or in any way otherwise exploit the NSBLaw Web Sites or the NSBLaw Services or any Content thereon for any public or commercial use without the express written permission of NSBLaw or the applicable rights holder. You may view and download single copies only of Content from the NSBLaw Web Sites or Services (unless otherwise

specifically indicated) for your personal, non-commercial use only, provided that you maintain all copyright and other notices as they are contained and displayed therein. NSBLaw will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil and criminal prosecution.

Prohibited User Conduct

You warrant and agree that, while using the Sites and Services and the various features offered on or through the Sites and Services, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Content or Services (for example, without limitation, in a feature, download, product or service downloaded from NSBLaw or otherwise through the Services), or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes (except as expressly permitted in connection with a particular Service); or (c) attempt to gain unauthorized access to other computer systems through the Sites or Services. You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses or other personal information, or any other automatic means of obtaining lists of users or other information from or through the NSBLaw Web Sites or the NSBLaw Services, including without limitation any information residing on any server or database connected to or used by the NSBLaw Web Sites or Services; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials, data or information through any means; (iii) use the NSBLaw Web Sites or the NSBLaw Services in any manner with the intent to interrupt, damage, disable, overburden, or impair the NSBLaw Web Sites or the Services (including, without limitation, sending mass unsolicited messages or "flooding" servers with requests); (iv) use the Sites or the Services or features contained therein in violation of NSBLaw's or any third party's intellectual property or other proprietary or legal rights; or (v) use the Site or the Services in violation of any applicable law, rule or regulation.

General Rules Applicable to Use of All NSBLaw Services

The NSBLaw Services may enable you to send messages, content and information to, and receive messages, content and information from, the Services, NSBLaw personnel, agents and other users of the Services. You may use the Services only in accordance with the terms and conditions of this Agreement (including any amendments or revisions thereto) and any additional terms that may be presented in connection with a particular Service or feature or function of a Service. You represent that you are the owner or authorized user of the device you use to sign up for and receive the Services, and that you are authorized to approve any applicable charges in connection with your use of the Services.

You represent and warrant that you are 18 years of age or older. To use the Services, you must reside in the United States (including its territories, commonwealths and possessions). If you reside outside of the United States, you may still use the Services provided that you comply with all applicable laws, rules and regulations of both the United States and the country of your domicile and/or location as applicable. Use of the Services by persons residing outside of the United States shall not subject NSBLaw to any foreign laws, rules, regulations or legal process, or result in liability under any foreign jurisdiction. If you are a non-U.S. person using the Services, you agree to fully indemnify NSBLaw from and against any and all liabilities, costs, damages and expenses (including legal fees and expenses) in connection with or related to your use of the Web Site or Services.

In connection with the Sites or Services, you may provide your name, address, telephone number, wireless phone number, SMS address, email address and billing information (either your credit or debit card information, or information relating to other payment methods), user name and passwords (collectively, "Account Information"). You agree to update your Account Information as necessary to insure that it is current, accurate and complete. We may also obtain the date, time and content of your messages and other transactions ("Transactional Information") in the course of your use of the NSBLaw Sites or Services. We may also access information relating to your connection device for the purpose of identifying and resolving technical problems and/or service-related complaints.

Certain Content may be made available for streaming only. ("Streaming" content is initiated by selecting content while you are online, at which time an encrypted file will be transmitted to your computer for a contemporaneous performance of the presentation or subject which does not create a download or residual copy or file on your

computer other than as temporarily required to render that performance as in the form of a buffer copy.) You are prohibited from using such “streaming” content in a manner that exceeds the permitted uses described above (for example, and without limitation, by downloading or otherwise copying streaming-only content).

SUBJECT TO NSBLAW'S [PRIVACY POLICY](#), NSBLAW MAY, AND YOU HEREBY GRANT NSBLAW THE RIGHT TO, PUBLISH AND/OR DISTRIBUTE ALL OR PART OF THE CONTENT OF YOUR MESSAGES TO AND FROM NSBLAW OR OTHER SERVICE USERS IN ANY MEDIUMS, SUCH AS IN ADVERTISING, TELEVISION AND ON THE INTERNET, AND/OR USE SUCH CONTENT FOR NSBLAW'S INTERNAL PURPOSES OTHER THAN CONTENT OR INFORMATION WHICH IS PRIVILEGED, KNOWN TO US TO BE CONFIDENTIAL OR OTHERWISE PROTECTED FROM PUBLICATION. NSBLAW MAY OR MAY NOT ALTER YOUR MESSAGES OR CONTENT FOR THIS PURPOSE. YOU WAIVE ALL RIGHTS YOU MAY HAVE TO INSPECT AND/OR APPROVE OF ANY USE BY NSBLAW OF ANY SUCH CONTENT. YOU WAIVE ALL RIGHTS TO ANY CLAIM AGAINST NSBLAW FOR ANY ALLEGED OR ACTUAL INFRINGEMENTS OF ANY PROPRIETARY RIGHTS, RIGHTS OF PRIVACY OR PUBLICITY, MORAL RIGHTS, AND RIGHTS OF ATTRIBUTION IN CONNECTION WITH SUCH COMMUNICATIONS OR USE.

We will use the information we obtain in connection with our Web Sites and Services (including Account Information and Transactional Information) in accordance with our [Privacy Policy](#), as well as the terms and conditions set forth herein. Please review our [Privacy Policy](#) before completing the registration process or attempting to use the Web Sites or the Services. Third parties not affiliated with NSBLaw may also collect data about your Internet usage, and their practices are governed by their own policies.

You agree that NSBLaw will not be liable for lack of availability, any delays, downtime, or failures in or discontinuance of the Sites, Services or your receipt of any messages, Content or any other aspects of our Services, as delivery is subject to effective transmission from your Internet service provider, network operator and/or carrier, as well as effective processing by your electronic connection device.

Privacy and Security of Your Account Information

WHEN YOU USE THE SERVICES, IF YOU ARE ASKED TO PROVIDE A USER NAME, MAKE UP A USER NAME THAT DOES NOT DISCLOSE YOUR PERSONAL IDENTITY, OTHER THAN ON THE CONTACTS PAGE OR WHEN COMMUNICATING DIRECTLY TO NSBLAW BY SECURE METHODS. DO NOT DISCLOSE YOUR PERSONAL INFORMATION (SUCH AS YOUR REAL NAME, PHONE NUMBER, ADDRESS OR OTHER INFORMATION THAT WOULD ENABLE OTHERS TO IDENTIFY OR LOCATE YOU). WHENEVER YOU DO SO, ALL OF THAT INFORMATION CAN BE COLLECTED AND USED BY OTHERS.

Without limiting the terms of the [Privacy Policy](#), you acknowledge and agree that the NSBLaw Services may be provided via wireless systems, which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the NSBLaw Services will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the NSBLaw Services.

You agree that you will not allow others to use your user name, password or other Account Information and you agree to indemnify and hold NSBLaw, its partners, parents, subsidiaries, agents, affiliates and licensors (and their respective officers, directors, agents, employees and affiliates) harmless from and against any improper, unauthorized or illegal uses of your account and/or Account Information.

Messaging Activities

As part of the Services, you may have the opportunity to send messages to other persons or contacts. You may receive such messages from NSBLaw and other parties as well. You may also be able to interact with other parties via “chat rooms”, “blogs”, e-mail messaging and other interactive areas on the Sites, and by uploading, gathering

and sharing Content with other parties. Premium and carrier charges may apply to SMS messages and other messages sent to wireless devices received by you or received by the individual to whom you sent such messages.

You may not engage in any means of promotional marketing or communication that could in any way violate applicable laws governing commercial and promotional communications (for example, without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (Pub. L. No. 108-187, codified at 15 U.S.C. § 7701 et seq) and the regulations promulgated thereunder (collectively, the “CAN-SPAM Act,” which is the federal law governing commercial e-mail the primary purpose of which is the commercial advertisement or promotion of a product or service), and the Telephone Consumer Protection Act, codified at 47 U.S.C. § 227, et. seq. (the “TCPA”), which is the federal law governing, among other things, commercial SMS messages). For example, and without limitation of other legal requirements, all promotional e-mails that you send to others must: (i) be clearly and conspicuously identified as an advertisement (unless the recipient has expressly opted-in to receive the message), (ii) contain a physical postal address, and (iii) contain a clear and conspicuous opt-out notice and Internet-based opt-out mechanism, enabling the recipient to opt-out of future promotional messages. Also, you may not send messages to any individual who has opted out of receiving messages from either you or NSBLaw. Similarly, you may only send promotional messages to wireless e-mail addresses or SMS addresses to recipients who have expressly opted-in to receive them, in compliance with applicable law. When you send messages to other parties using the features provided for such purpose on the Services, NSBLaw has already obtained the necessary consents for you to send messages to such persons via that means. However, you are responsible for complying with applicable laws with respect to any other messaging activities you engage in.

Also, with respect to any marketing, promotional or advertising activities in which you may be permitted to engage in connection with your participation in a Service, you may not conduct such activities in any manner that constitutes, or could be perceived as, false, misleading or deceptive. For example, without limitation, you may not deceptively or falsely advertise the pricing or other terms applicable to the Content, products or services made available on or through NSBLaw and/or the Services. You also are prohibited from using unlawful adware, spyware or similar deceptive means to promote the Content, or other products or services made available on or through the Services. Furthermore, you may not post, upload or otherwise transmit Content that may contain or link to viruses, adware, spyware or other malware or malicious or corrupt code.

You are prohibited from selling or otherwise distributing Content via means other than the tools, interfaces, or other features that the Services specifically make available for such purposes. You may only use such NSBLaw-provided means to distribute any Content.

Linking (in connection with the Services)

Through the Services, you may also have the opportunity to include links and pointers to other Web sites and content on your “profiles,” blog(s) or other areas of the Sites. You may not create such links from the NSBLaw Sites to Web sites maintained by third parties, nor may you frame third-party sites, in any manner that would constitute an endorsement by NSBLaw of such third party sites, resources or content or in any manner that would violate the terms and conditions applicable to such third parties or Web sites. Likewise, you may not create links, pointers or frames in any manner that implies that NSBLaw sponsors, is affiliated or associated with, or otherwise recommends, certifies or endorses the third party site or any content thereon, or that any such site is authorized to use any trademark, trade name, service mark, logo or other intellectual property right of NSBLaw. You shall not export any content from any third party Web site, blog or other location in any manner that would violate the terms and conditions applicable to such Web site, blog or other location. NSBLaw, in its sole discretion, may prohibit you from linking your profile or Content to any web sites or content that, if used or displayed in connection with the Services or the Sites, would violate any of NSBLaw's agreements or policies, or any applicable law, rule or regulation, or otherwise infringe on any rights of any third party.

Software

NSBLaw may make available downloadable software for various purposes to allow you to transfer Content to various electronic or mobile devices, communications applications or otherwise. Subject to the terms and conditions

set forth in this Agreement, NSBLaw grants you a limited, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable license to install and operate the Software solely for your Authorized Use (as such terms are defined below) (the "License"). "Software" shall mean the application software as described on the Sites, as downloaded and installed pursuant to this Agreement, in machine-executable form only, and any related documentation. "Authorized Use" shall mean internal use only on one (1) device, for personal non-commercial purposes only and not in any way to provide, or as part of, any commercial service or application, and not for the benefit of any other person or entity. You may only make one copy of the Software as necessary for bona fide backup or archival purposes. No identifying marks, copyright or proprietary rights notices may be deleted from any copies of the Software made by you. You shall not rent, lease, sell, transfer, distribute, disclose to third parties or use the Software in a service bureau, time-sharing or outsourcing service or for any other purposes not explicitly authorized herein. You shall not modify, translate or decompile the Software, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder, or adapt the Software, or any portion thereof, in any way or use it to create a derivative work. You agree and acknowledge that NSBLaw retains title to the Software and any copies thereof. You are not purchasing title to the Software or copies thereof, but rather are being granted only a license to use the Software as specified herein. All rights not granted to you herein are reserved to NSBLaw. THIS LICENSE IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT, REEXPORT OR IMPORT OF THE SOFTWARE OR INFORMATION ABOUT SUCH SOFTWARE WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR ANY OTHER GOVERNMENT. YOU SHALL NOT EXPORT, REEXPORT OR IMPORT THE SOFTWARE, RELATED DOCUMENTATION, OR INFORMATION ABOUT THE SOFTWARE OR RELATED DOCUMENTATION WITHOUT THE WRITTEN CONSENT OF NSBLAW AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS. The Software (including any related documentation) is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraph (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19 as amended, or any successor regulations thereto.

Promotional Messages

By signing up for the NSBLaw Services, you consent to receiving, from time to time, to the extent permitted by applicable law, further messages which may include news, promotions and offers from us, our affiliates and partners, and perhaps other members of certain of the Services, and you consent to our sharing of your Account Information with such parties for such purposes. You can unsubscribe or "opt-out" from receiving messages from us at any time by following the instructions set forth in [Privacy Policy](#) or provided on the Site related to the Services. Please follow the instructions provided to you by third parties to unsubscribe from receiving third party messages. Information shared with third parties are subject to the Privacy Policies of such third parties and you are urged to read such Privacy Policies in their entirety.

Fees and Other Charges

NSBLaw may impose premium fees ("Pricing") for certain features of the NSBLaw Services and any applicable taxes. By completing the registration process, you authorize NSBLaw to charge the appropriate fees and taxes for the NSBLaw Services to your designated credit or debit card or directly to your wireless account invoice (or deducted from your pre-paid balance). If fees are charged to your wireless account invoice, we may provide your carrier with your applicable Account Information and Transactional Information in connection therewith.

If you select a subscription plan, you authorize us to continue billing you each month in accordance with the plan until you cancel the subscription. Cancellations may take up to ten (10) business days to become effective.

In addition to any applicable subscription or other fee for the NSBLaw Services charged by NSBLaw, your wireless carrier's messaging service rates apply to your outgoing messages, our confirmation messages and all subsequent correspondence. Your carrier's fees also apply to the messages sent between you and NSBLaw as part of the sign-up, help and opt-out processes. You agree to pay all charges incurred by you (or any user of your wireless device) in connection with the NSBLaw Services at the rates in effect when such charges are incurred. If NSBLaw does not

receive payment from your designated payment method, you agree to pay all amounts due upon demand by NSBLaw, carriers or other entities in connection with the provision of the Services. Your carrier may impose message or charge limitations or other restrictions on your account that are outside our control. Please contact your wireless carrier for information about your account. If any of your billing information changes, it is your responsibility to update your Account Information.

Termination or Cancellation of Account

If you cancel your account for any reason, or if your account is terminated due to the termination or lapse of your wireless service or because of your breach of contract or the Terms and Conditions, NSBLaw will not refund any of your fees paid through the date of termination. To cancel your subscription or your account, you must notify NSBLaw in writing or follow any other instructions set forth on the Site related to the Services. Use of Websites, products and services of third party providers are subject to the terms and conditions and policies of such third parties, including, without limitation, policies relating to termination or cancellation, of which NSBLaw shall not have any responsibility.

In addition, we may terminate or cancel your account if we believe, in our sole and absolute discretion, that you have or may violate the Terms and Conditions or any applicable law, rule or regulation, NSBLaw's policies, breached any right of any third party, or if you fail to make timely payment of any amounts due. In this regard, we may use your Account Information and Transaction Information to contact any payment provider, credit reporting agency (including, without limitation, notifying any credit reporting agency of negative credit experience), governmental authorities or agencies and law enforcement, or in connection with the prosecution, defense or participation in any legal or administrative proceeding, investigation or inquiry.

Billing Disputes and Refunds

If you have a question or complaint about, or wish to dispute, a charge, feature or product of a Service (including, for example, any Content, as defined above), you must contact NSBLaw's customer service (and not your wireless carrier) of such question, complaint or dispute. NSBLaw may, in its sole discretion, issue refunds for certain corrupt or defective Content (or other products or services offered or made available on or through the Services). However, if you repeatedly request refunds or lodge disputes, which in our sole determination are illegitimate, your use of the Service(s) may be suspended or terminated without further notice to you.

You must notify NSBLaw's customer service about any billing problems or discrepancies within ninety (90) days after they first appear on your account statement. If you do not bring them to NSBLaw's attention within such ninety (90) day period, you agree that you waive your right to dispute such problems or discrepancies. Fees charged for certain subscription plans are due in advance unless provided otherwise in your subscription plan, and are nonrefundable. You understand that NSBLaw's right to make certain Services available to you may expire, in which case NSBLaw may cease delivering the Services to you.

Fee Changes

All fees for the NSBLaw Services or Content are subject to change. NSBLaw will provide you with reasonable notice of such changes in the "Pricing" section of the Site. (It is up to your wireless carrier to notify you if there are any changes to its rates and charges.) If you do not accept NSBLaw's new fees, you will have ten (10) days from the date of notice to cancel your subscription or your account.

Additional Rules for Chat, Information/Advice Services, Chat Rooms, Forums, and Other User-Submitted Content

In addition to any other rules or regulations that we may post in connection with a particular Service, you agree that you shall not upload, post or transmit to or distribute or otherwise publish through the NSBLaw Web Sites or any Services or feature made available on or through the Sites or Services, any materials or content (including any Submitted Materials, as defined below) which (i) restrict or inhibit any other user from using and enjoying the

NSBLaw Web Sites or the NSBLaw Services, (ii) are fraudulent, unlawful, deceptive, threatening, abusive, libelous, defamatory, racially, ethically or otherwise objectionable, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, rule or regulation, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, malware or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind (except as expressly allowed by the terms and conditions applicable to the particular Service(s)), or (vii) constitute or contain false or misleading indications of origin or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from the Sites or on behalf of NSBLaw. You alone are responsible for the content and consequences of any of your activities, which may include civil or criminal liability.

Private or Sensitive Information on Public Forums

It is important to remember that materials, content or comments submitted to a public forum may be recorded and stored in multiple places, both on the NSBLaw Sites and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who may ultimately access such materials, content or comments. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your materials, content or comments to public forums.

Copyright Act Agent

NSBLaw respects the intellectual property rights of others, and requires that the people who use the Sites and the Services do the same. NSBLaw maintains a policy of termination in appropriate circumstances of users who use the NSBLaw Web Sites or Services that have infringed the rights of others. Infringing the intellectual property rights of others may subject you to both civil and criminal liability. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Attn: Copyright Agent
NSBLaw, P.C.
11 Radnor Lane
Mahopac, NY 10541
Email: info@nsblawpc.com

Review and Disclosure of User Material

NSBLaw reserves the right, but does not have an obligation, to monitor and review all materials, Content, comments and messages transmitted or posted to the NSBLaw Web Sites or Services by users, and NSBLaw is not responsible for any such materials, Content, comments or messages transmitted or posted by users. However, NSBLaw reserves the right at all times to disclose any information as necessary to satisfy any law, rule, regulation or governmental or administrative request or inquiry, or to edit, refuse to transmit or post or remove any information, materials, content,

comments or messages, in whole or in part, that in NSBLaw's sole discretion are objectionable or in violation of this Agreement, NSBLaw's policies or applicable laws, rules or regulations.

NSBLaw Rights to Content and Materials Provided by Users

Any information, messages, Content (as defined above) or other communications or materials submitted to or through the NSBLaw Web Sites (including, for example and without limitation, that which you submit, transmit or post to any chat rooms, message boards, and/or blogs, "profiles" or which you send to us via e-mail) or through your use of the NSBLaw Services (collectively, "Submitted Materials") will be deemed not to be confidential or secret unless otherwise noted by us, and may be used by us in any manner consistent with our [Privacy Policy](#). **By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that you own or have the necessary rights, licenses, consents, permissions and approvals to use such Submitted Materials that are not owned by you, and you authorize NSBLaw and other Members of the Services to use, in whole or in part, all Submitted Materials (and you must deliver copies of such approvals and consents immediately to NSBLaw upon NSBLaw's request), that no other party has any rights thereto (including, without limitation, copyrights, trademark rights, rights of publicity, privacy rights, and other intellectual property rights), except as specifically set forth in the Submitted Materials, and that any "moral rights" in Submitted Materials have been waived, and, to the extent legally required under the circumstances, that you have the written consent, release and/or permission of each and every identifiable individual person depicted in any Submitted Materials, if necessary, to enable inclusion and use of such Submitted Materials in the manner contemplated by the Site or any Service (e.g., without limitation, the Social Networking Services), and (ii) you grant to NSBLaw a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, reformat, edit and otherwise exploit such Submitted Materials and any ideas or original materials contained in such Submitted Materials, in all media now known or hereafter developed. This license grant shall include the right to exploit any and all proprietary rights in such Submitted Materials including, without limitation, any and all rights under copyright, trademark, service mark or patent laws under any and all jurisdictions. You waive all rights you may have to inspect and/or approve of any use by NSBLaw of any material or idea submitted by you in any Submitted Materials. You waive all rights to any claim against NSBLaw for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Submitted Materials. You agree and understand that NSBLaw is under no obligation to use any material or ideas submitted by you in any Submitted Materials in any way whatsoever, and NSBLaw is not responsible for maintaining, and may delete at any time, any of your Submitted Materials. You shall be solely responsible for your own Submitted Materials and the consequences of posting, uploading or otherwise publishing or distributing them. You agree to indemnify and hold harmless NSBLaw and its officers, directors, principals, employees, representatives, agents, affiliates, successors and assigns, from and against any claims, losses, liabilities and costs (including attorney's fees and costs) of any kind or nature relating to any actual or alleged infringement or improper use of the intellectual property (including third party licenses and sublicenses) and all content or data provided by you or contained in the Submitted Materials.**

No Responsibility for Transmitted Material

You acknowledge that material transmitted to and from the Sites or Services are not confidential and your Submitted Materials may be read or intercepted by others. You acknowledge that by submitting Submitted Materials to NSBLaw or the Sites or Services, no confidential, fiduciary, contractual, implied or other relationship is created between you and NSBLaw other than pursuant to this Agreement. NSBLaw shall not be responsible for the payment of any monies to any party in connection with NSBLaw's use of Submitted Materials submitted by you to or through the NSBLaw Web Sites or Services.

Links to Other Web Sites and Content

The NSBLaw Web Sites or Services may contain links and pointers and sometimes may frame other Web sites, resources, and sponsors of the NSBLaw Web Sites. Links from the NSBLaw Web Sites or Services to Web sites maintained by third parties and the framing of third-party sites do not constitute an endorsement by NSBLaw of

such third party resources or their contents. Links, pointers and frames also do not imply that NSBLaw sponsors, is affiliated or associated with, or otherwise recommends, certifies or endorses the third party site, or that any such site is authorized to use any trademark, trade name or logo of NSBLaw. You should direct any concerns regarding any external link to its site administrator or webmaster. NSBLaw does not represent or endorse the accuracy or reliability of any advice, opinion, statement, memoranda or other information displayed or distributed through the NSBLaw Web Sites or Services. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. NSBLaw reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the NSBLaw Web Sites or Services.

Linking to the Web Site

You agree that if you include a link from any other web site to any of the NSBLaw Web Sites, such link shall link to the full version of an HTML formatted page of this Web Site. You agree not to link from any other web site to a NSBLaw Web Site in any manner such that the NSBLaw Web Site, or any page of the NSBLaw Web Site, is “framed,” surrounded or obfuscated by any third party content, materials or branding (other than as expressly permitted in connection with a particular Service) and that you will not permit the use of “pop-up” windows. We reserve all of our rights under the law to insist that any link to a NSBLaw Web Site be discontinued, and to revoke your right to link to a NSBLaw Web Site from any other web site at any time with or without notice to you.

Third Party Services

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Attention: Customer Care
11 Radnor Lane
Mahopac, NY 10541
Email: info@nsblawpc.com

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