## McTyre Gutierrez, PLLC Terms of Use

All use of this website, including all content, information and services provided on this website, is subject to the following terms of use ("Terms"), which constitute a legal agreement between you and McTyre Gutierrez, PLLC which also operates online under the trade name McTyreLaw and McTyreLaw.com. By accessing, browsing or using this website, you acknowledge that you have read, understood and agree to be bound by these Terms. We may update these Terms at any time, without notice to you. Each time you access this website, you agree to be bound by the Terms then in effect. If you have any questions about these Terms, or about the content, information or services on this website, you may contact us via our contact us page.

#### License

By offering this website for use, McTyre Gutierrez, PLLC provides you with a worldwide, nonexclusive, non transferable, revocable, limited license to access and make personal use of the information and services on this website, strictly subject to and in accordance with these Terms. McTyre Gutierez, PLLC reserves the right to terminate this license at any time and for any reason. Your failure to comply with these Terms will result in automatic termination of this license, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited license set forth in these Terms, McTyre Gutierrez, PLLC does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights or other proprietary or intellectual property rights.

#### **Usage Restrictions**

By using this website, you agree that:

- you shall not use, intentionally or unintentionally, any of the content, information
  or services on this website in a manner contrary to or in violation of any
  applicable international, national or local law, rule or regulation having the force
  of law, including privacy laws and any rules of any national or other securities
  exchange, including the New York Stock Exchange, the American Stock Exchange
  or the NASDAQ;
- you shall not use this website in any manner that could harm, infect, take over, disable, overburden or otherwise impair any of our computer systems, including, the servers, networks and other components connected to or used for this website;
- you shall not interfere with any other party's use and enjoyment of this website or any of the content, information or services provided on this website;
- you shall not forge headers or otherwise manipulate identifiers in order to disguise or alter the origin of any content transmitted through the services or

- develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- you shall not upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- you shall not upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- you shall not attempt to gain unauthorized access to any services, accounts, computer systems or networks connected to any server used for this website, through password mining, hacking or any other means;
- you shall not seek to gain access to any materials or information through any means not intentionally made available by us;
- you shall not reproduce, duplicate, copy, download, sell, resell or otherwise exploit this website, or any portion hereof, for commercial purposes without McTyre Gutierrez, PLLC's prior written consent;
- you shall not use any framing techniques to enclose any portion of this website (including, but not limited to, images, text, page layout and form) without McTyre Gutierrez, PLLC's prior written consent;
- you shall not make any use of the trademarks, service marks, trade names, logos and graphics on this website without McTyre Gutierrez, PLLC's prior written consent.
- you shall not use any network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities or users;
- you shall not use any robot, spider, other automatic software or device or manual process to monitor or copy the website or the content, information or services on this website without McTyre Gutierrez, PLLC's prior written consent;
- you shall not collect any email addresses made available on this site for purposes of promotions or marketing campaigns and you shall not solicit any users with data retrieved from this website or any attorney identified on this website;
- you shall not distribute, on or through this website, any advertising; promotion; solicitation for goods, services or funds; or solicitation for others to become members of any enterprise or organization without McTyre Gutierrez, PLLC's prior written permission; and
- you shall not use or otherwise export or re-export this website, or any portion thereof, in violation of the export control laws and regulations of the United Kingdom or the United States of America.

Any unauthorized use terminates the license granted hereby.

#### **Electronic Communications**

When you visit this website and when you communicate with us electronically, for example by sending us an email, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **Patents, Copyrights and Trademarks**

The technology and content provided on this website is owned by or licensed to McTyre Gutierrez, PLLC and is protected by United States and international intellectual property laws. McTyre Gutierrez, PLLC and its licensors retain all proprietary rights to that content and technology.

## **Digital Millennium Copyright Notice**

McTyre Gutierrez, PLLC has registered an agent with the United States Copyright Office as outlined in Title II of the Digital Millennium Copyright Act (17.U.S.C.A. § 512). Upon notice of alleged copyright infringement, McTyre Gutierrez, PLLC will remove or block access to the material, provide notice to the user who posted the material and proceed as dictated by Title II of the Digital Millennium Copyright Act (17.U.S.C.A. § 512). McTyre Gutierrez, PLLC may terminate or block access to areas of its site to repeat infringers. All notices of alleged copyright infringement through McTyre Gutierrez, PLLC should be sent to:

Samuel McTyre
McTyre Gutierrez, PLLC
5533 Langston Blvd., Ste. 202
Arlington, VA 22207
Telephone (703) 276-482
info@mctyrelaw.com

# DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

MCTYRE GUTIERREZ, PLLC PROVIDES THIS WEBSITE "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO:

- WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS;
- WARRANTIES THAT ACCESS TO ANY PRODUCT WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE;
- WARRANTIES AS TO THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE;
   AND
- WARRANTIES WITH REGARD TO ANY CONTENT OR SOFTWARE THAT HAS BEEN MODIFIED IN ANY WAY BY ANYONE OTHER THAN, AND WITHOUT THE EXPRESS APPROVAL OF, MCTYRE GUTIERREZ, PLLC.

BY ACCESSING, BROWSING, OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT

- PROVISION OF CONTENT AND SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA;
- THIS SITE, AND THE PRODUCTS AND SERVICES REFERENCED HEREIN MAY NOT SATISFY CUSTOMER REQUIREMENTS NOT EXPRESSLY STATED IN THE CUSTOMER AGREEMENT

YOU ASSUME THE ENTIRE RISK AS TO THE USE, RESULTS AND PERFORMANCE OF THE INFORMATION AND SERVICES ON THIS WEBSITE. IN NO EVENT WILL MCTYRE GUTIERREZ, PLLC, THOMSON REUTERS OR ITS SUPPLIERS OR LICENSORS BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR

- DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH USE OF THIS WEBSITE, WHETHER OR NOT THOMSON REUTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE;
- ANY CLAIM(S) RELATING IN ANY WAY TO YOUR INABILITY OR FAILURE TO PERFORM RESEARCH OR OTHER WORK OR TO PERFORM SUCH RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY MCTYRE GUTIERREZ, PLLC;
- ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE AVAILABILITY OF OR CONTENT MADE AVAILABLE THROUGH THIS WEBSITE.
- ANY OTHER CAUSE WHATSOEVER, EVEN IF MCTYRE GUTIERREZ, PLLC WERE ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IF YOU OBJECT TO THESE TERMS, AS AMENDED FROM TIME TO TIME, YOUR ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE USE OF THIS WEBSITE.

#### **Privacy**

Your privacy is important. This Privacy Statement explains how we, McTyre Gutierrez, PLLC, handle your personal information in connection with the website; application, including a mobile application; product; or service that links to this Privacy Statement and the administration of the employment relationship with our employees — we call these our "Services." It applies generally to the following groups:

- Customers and users (including prospective customers and users)
- Employees
- Third party business partners
- Other individuals who interact with us or whose personal information we maintain

This Privacy Statement does not apply to any website, application, product, or service that links to its own privacy statement or that is offered by third parties, in which clicking on third-party links or enabling those connections may allow the third party to collect, use, or share data about you. We encourage you to read their respective privacy statements.

#### **Advertisers**

This website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this website is accurate and complies with applicable laws. McTyre Gutierrez, PLLC will not be responsible for the illegality of, or any error or inaccuracy in, advertisers' or sponsors' materials, or for the acts or omissions of such advertisers or sponsors.

#### **Linking to the Website**

You may provide links only to the homepage of this website, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the homepage and (b) you discontinue providing links to this website if requested by McTyre Gutierrez, PLLC.

## **Registration and Account Information**

Certain sections of this website may require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform us of any changes to that information. Please note that we may store and process your personal information in systems located outside of your home country. Please view our <a href="Privacy Statement">Privacy Statement</a> for more information about how

we may store and use your personal information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In case of misuse, we may terminate further access or take such other action as we, in our sole discretion, deem appropriate. If you believe there has been unauthorized use, you must notify us immediately.

#### **Submission of Information**

The website includes areas in which users may post content and information, including personal and business profile data, messages, comments, data, text, photos, blogs, graphics or other materials (the "User Content"). You are solely responsible for your use of such areas and use them at your own risk. By using the website, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the website any of the following:

- User Content that is false, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent, including without limitation any personal profile information, recommendation, endorsement, rating or review of an attorney with whom you have not had direct, personal experience in a professional legal context or as a client of such attorney;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, violate any applicable rules of professional conduct or that would otherwise create liability or violate any local, state, national or international law or regulation;
- 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 as provided under these Terms;
- 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, including without limitation any advertisements for legal services, legal service providers or lawyer referral services;
- Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files; and
- User Content that, in the sole judgment of McTyre Gutierrez, PLLC, is objectionable or which restricts or inhibits any other person from using or enjoying the website, or which may expose McTyre Gutierrez, PLLC or its users to any harm or liability of any type.

McTyre Gutierrez, PLLC takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is McTyre Gutierrez, PLLC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Any use of the website in violation of the foregoing violates these Terms and may result in termination or suspension of your right to use the website. McTyre Gutierrez, PLLC reserves the right to restrict or remove any User Content posted or stored on the website at any time and for any reason without notice.

## License of User Content to McTyre Gutierrez, PLLC

By uploading or submitting User Content to the website for use, you grant McTyre Gutierrez, PLLC a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed. If you post User Content to the website, unless we indicate otherwise, you grant McTyre Gutierrez, PLLC and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the website and to grant the rights granted herein; (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.

## No Legal, Tax or Accounting Advice or Practice of Law

The information and services on this website are not intended to and shall not be used as legal, tax or accounting advice. You use the content, information and services on this website at your own risk. You acknowledge that under no circumstances is McTyre Gutierrez, PLLC, its agents, affiliates or customers, providing legal, tax or accounting advice or representation through this website, and that nothing on this website is intended as a substitute for advice from an attorney, accountant, tax professional or other business advisor. UNDER NO CIRCUMSTANCE SHALL MCTYRE GUTIERREZ, PLLC HAVE ANY LIABILITY TO YOU FOR ANY RELIANCE ON INFORMATION CONTAINED ON OR OBTAINED THROUGH THIS WEBSITE. SUCH RELIANCE SHALL BE SOLELY AT YOUR OWN RISK.

## No Attorney-Client Relationship & Confidentiality

You acknowledge that no attorney-client relationship is, or will be, formed through the use of this website, and that you have no expectation of privacy or confidentiality of

communications occurring through this website. The hiring of an attorney is a critical decision and should not be predicated solely on comments, recommendations, advertisements, User Content or other posted materials contained this website or any other website.

#### **Attorney Professional Conduct**

If you are an attorney participating in any aspect of this website, you acknowledge that the Rules or Codes of Professional Conduct (collectively, "Rules") of the jurisdictions in which you are licensed apply to all aspects of your participation and that you will abide by such Rules. McTyre Gutierrez, PLLC disclaims all responsibility for your compliance with these Rules. You warrant that User Content will be used to provide general information only, and not for the provision of legal advice or the practice of law.

## **Third-Party Content**

Third-party content, messages and services may appear on this website or may be accessible through links from this website. McTyre Gutierrez, PLLC is not responsible, and assumes no liability, for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood or obscenity in the statements, opinions, representations, or any other form of content contained in any third-party content appearing on or accessible from this website. You acknowledge that the information and opinions in the third-party content are neither endorsed or controlled by, nor reflect the beliefs of, McTyre Gutierrez, PLLC.

#### **Termination**

You acknowledge and agree that McTyre Gutierrez, PLLC, in its sole discretion, may terminate your website access if your conduct is found to be unlawful, inconsistent with or in violation of, the letter or spirit of these Terms. McTyre Gutierrez, PLLC shall not be liable to you or any third party for termination of website access. Should you object to any terms and conditions of these Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of the website.

#### Indemnification

You agree to indemnify, defend and hold McTyre Gutierrez, PLLC and its officers, directors, employees, affiliates, agents, licensors and suppliers harmless from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these Terms by you.

## **Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of the State of Minnesota, and you agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Minnesota. You agree to waive all defenses or objections to such jurisdiction and venue.

## **Severability of Provisions**

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

#### **Contact Information**

If you have any questions about these Terms, or about the content, information or services on this website, you may contact us via our <u>contact us page</u>.

We will post any changes to these Terms here. The Terms were last updated on April 9, 2015.