

LEGALLOGS.COM TERMS AND CONDITIONS

As of February 18, 2013

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This website may use cookies in the future. By using this website and agreeing to these terms and conditions, you consent to our LEGALLOGS.COM use of cookies in accordance with the terms of LEGALLOGS.COM privacy policy that would be provided at that time. Notification of the privacy policy will be made by either the presence of the policy at the footer of the website's pages or announcements made at login or both.

License to use website

Unless otherwise stated, LEGALLOGS.COM and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

LEGALLOGS.COM is designed to provide you an interactive information management platform supporting private or legal matters. At this time, there are 4 defined classes of users:

- (a) A free "individual" has rights to upload, organize, edit, export and delete data input by them as allowed by capabilities of the site at that time. At the end of the free use period, the account and information will be archived for up to 90 prior to being purged from the system. The information you place into the system as a free "individual" is subject to view privileges by LEGALLOGS.COM for purposes including but not limited to demography, advertising, usage patterns and any legal obligations we may be required to execute.
- (b) An active, paid "individual" class user has rights to upload, organize, edit, export and delete data input by them as allowed by capabilities of the site at that time. The information you place into the system can be maintained in an "active" or "archived" state based on the services you pay for. Once a scheduled payment is missed, the account will go into an archive state, significantly limiting capabilities of the site. A re-activation fee will apply and will be based on the amount of data and duration archived. At this time, the data and account will remain in an archived state for up to 2 years beyond the last paid period. The information you place into the system as an active, paid "individual" is subject to view privileges by LEGALLOGS.COM for purposes including but not limited to demography, advertising, usage patterns and any legal obligations we may be required to execute. If at some point you elect to break the relationship with LEGALLOGS.COM, contact LEGALLOGS.COM via mechanisms provided on the site to facilitate the transition.
- (c) An active, paid "client" class user has rights to upload, organize, edit, export and delete data input by them as allowed by capabilities of the site at that time. Additionally, "client" users and their data are further protected by the rules of attorney/client privilege as allowed by law. Further, interaction with your attorney and their representatives becomes incorporated into the capabilities provided you by the site. The information you place into the system can be maintained in an "active" or "archived" state based on the services you pay for. Once a scheduled payment is missed, the account will go into an archive state, significantly limiting capabilities of the site. A re-activation fee will apply and will be based on the amount of data and duration archived. At this time, the data and your account will remain in an archived state for up to 2 years beyond the last paid period. The information you place into the system as an active, paid "client" is subject to view privileges by LEGALLOGS.COM for purposes including but not limited to demography, advertising, usage patterns and any legal obligations we may be required to execute. If at some point you elect to break the relationship with your attorney and their representatives or LEGALLOGS.COM, contact LEGALLOGS.COM via mechanisms provided on the site to facilitate the transition.
- (d) An active, paid "attorney" class user has rights to upload, organize, edit, export and delete data input by them as allowed by capabilities of the site at that time. "Attorney" may also provide access as separate accounts to direct support representatives and allow them access to defined capabilities. Additionally, "attorney" users and their data are further protected by the rules of attorney/client privilege as allowed by law. Further, interaction with your clients and prospective clients becomes incorporated into the capabilities provided you by the site. The information you place into the system can be maintained in an "active" or "archived" state based on the services you pay for. Once a scheduled payment is missed, the account will go into an archive state, significantly limiting capabilities of the site. A re-activation fee will apply and will be based on the amount of data and duration archived. At this time, the data and your account(s) will remain in an archived state for up to 2 years beyond the last paid period. The information you place into the system as an active, paid "attorney" is subject to view privileges by LEGALLOGS.COM for purposes including but not limited to demography, advertising, usage patterns and any legal obligations we may be required to execute. If at some point you elect to break the relationship with your client or LEGALLOGS.COM, contact LEGALLOGS.COM via mechanisms provided on the site to facilitate the transition.

You must not:

- sell, rent or sub-license material from the website;

- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material or designs of this website for any purpose;
- edit or otherwise modify any material not originally produced by you on the website; or
- redistribute material from this website, except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed based on the express rights provided.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without LEGALLOGS.COM express written consent.

Unless using mechanisms provided by paid services through the website, you must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without LEGALLOGS.COM provided services or express written consent.

Restricted access

Access to certain areas of this website is restricted. LEGALLOGS.COM reserves the right to restrict access to areas of this website, or indeed this entire website, at LEGALLOGS.COM discretion.

If LEGALLOGS.COM provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

LEGALLOGS.COM may disable your user ID and password in LEGALLOGS.COM sole discretion without notice or explanation. Subsequent to disabling your account, you have the right to an explanation provided contact with LEGALLOGS.COM is made through communication mechanisms provided through the website.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against LEGALLOGS.COM or a third party (in each case under any applicable law).

LEGALLOGS.COM reserves the right to edit or remove any material submitted to this website, or stored on LEGALLOGS.COM servers, or hosted or published upon this website as required by law subject to special legal circumstances or protections provided said material.

Notwithstanding LEGALLOGS.COM rights under these terms and conditions in relation to user content, LEGALLOGS.COM does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. LEGALLOGS.COM makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, LEGALLOGS.COM does not warrant that:

- this website will be constantly available, or available at all (though it is our intent and goal to be constantly available); or
- the information on this website is complete, true, accurate or non-misleading.

This website is designed to support legal matters. As time and resources permit, LEGALLOGS.COM will place further mechanisms to support an environment of legal matters.

Limitations of liability

LEGALLOGS.COM will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if LEGALLOGS.COM has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit LEGALLOGS.COM liability in respect of any:

- death or personal injury caused by LEGALLOGS.COM negligence;
- fraud or fraudulent misrepresentation on the part of LEGALLOGS.COM; or
- matter which it would be illegal or unlawful for LEGALLOGS.COM to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, LEGALLOGS.COM has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against LEGALLOGS.COM officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect LEGALLOGS.COM officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as LEGALLOGS.COM.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify LEGALLOGS.COM and undertake to keep LEGALLOGS.COM indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by LEGALLOGS.COM to a third party in settlement of a claim or dispute on the advice of LEGALLOGS.COM legal advisers) incurred or suffered by LEGALLOGS.COM arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to LEGALLOGS.COM other rights under these terms and conditions, if you breach these terms and conditions in any way, LEGALLOGS.COM may take such action as LEGALLOGS.COM deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

LEGALLOGS.COM may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

LEGALLOGS.COM may transfer, sub-contract or otherwise deal with LEGALLOGS.COM rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or

unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and LEGALLOGS.COM in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the United States of America and the State of Delaware, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of the United States of America and the State of Delaware.

LEGALLOGS.COM details

LEGALLOGS.COM is a registered DBA of Depot Services Inc., a Delaware C-corporation.

You can contact LEGALLOGS.COM by email to support@legallogs.com.