







organization, whose standards for certification are not regulated by the Commonwealth of Massachusetts. See Massachusetts Code of Professional Responsibility DR 2-105(B) (1997).

Mississippi: The Mississippi Supreme Court advises that a decision on legal services is important and should not be based solely on advertisements. Free Background information is available upon request to a Mississippi attorney. The listing of any area of practice by a Mississippi attorney does not indicate any certification of expertise therein. See Mississippi Rules of Professional Conduct Rule 7.2(d), Rule 7.4(a), Rule 7.6(a) (1997).

Missouri: Neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or specialist designations. Missouri Rules of Professional Conduct Rule 7.4 (1997).

Nevada: The State Bar of Nevada does not certify any lawyer as a specialist or expert. Nevada Rules of Professional Conduct Rule 198 (1997).

New Jersey: Any certification as a specialist, or any certification in a field of practice, that does not state that such certification has been granted by the Supreme Court of New Jersey or by an organization that has been approved by the American Bar Association, indicates that the certifying organization has not been approved, or has been denied approval, by the Supreme Court of New Jersey and the American Bar Association. See New Jersey Rules of Professional Conduct Rule 7.4(b) (1997).

New Mexico: Any certification by an organization other than the New Mexico Board of Legal Specialization does not constitute recognition by the New Mexico Board of Legal Specialization, unless the lawyer is also recognized by the board as a specialist in that area of law. See New Mexico Rules of Professional Conduct Rule 16-704(D) (1997).

Rhode Island: The Rhode Island Supreme Court licenses all lawyers in the general practice of law. The court does not license or certify any lawyer as an expert or specialist in any field of practice. Rhode Island Rules of Professional Conduct Rule 7.4 (1998).

Tennessee: Unless otherwise indicated, Tennessee attorneys are not certified as specialists by the Tennessee Commission on Continuing Legal Education and Specialization in the areas of practice listed on their profiles. See Tennessee Code of Professional Responsibility DR 2-101(C)(3) (1998).

Texas: Unless otherwise indicated, Texas attorneys are Not Certified by the Texas Board of Legal Specialization in the areas of practice listed on their profiles. See Texas Disciplinary Rules of Professional Conduct Rule 7.04(b)(3) (1999).

Washington: The Supreme Court of Washington does not recognize certification of specialties in the practice of law. Any certificate, award, or recognition by a group, organization or association used by a Washington attorney to describe his or her qualifications as a lawyer or qualifications in any subspecialty of law is not a requirement to practice law in the State of Washington. See Washington Rules of Professional Responsibility Rule 7.4(b) (1997).

Wyoming: The Wyoming State Bar does not certify any lawyer as a specialist or expert. Anyone considering a lawyer should independently investigate the lawyer's credentials and ability, and not rely upon advertisements or self-proclaimed expertise. Wyoming Rules of Professional Conduct for Attorneys at Law Rule 7.4 (1997).







EXPERT IN ANY INDICATED FIELD OF LAW PRACTICE, NOR DOES IT MEAN THAT SUCH LAWYER IS NECESSARILY ANY MORE EXPERT OR COMPETENT THAN ANY OTHER LAWYER. ALL POTENTIAL CLIENTS ARE URGED TO MAKE THEIR OWN INDEPENDENT INVESTIGATION AND EVALUATION OF ANY LAWYER BEING CONSIDERED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ??, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, **ARISING BY OPERATION OF LAW OR OTHERWISE**, INCLUDING WITHOUT LIMITATION **ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NO ENCUMBRANCE, OR TITLE, IN ADDITION TO ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE**. NEITHER ?? NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE LIABILITY OF ?? FOR DAMAGES ARISING OUT OF THE FURNISHING OF SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, ERRORS, OR OTHER DEFECTS, REPRESENTATIONS, OR ARISING OUT OF THE FAILURE TO FURNISH SERVICES, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, OR ANY OTHER DAMAGE OCCURRING, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. LL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR LOST REVENUES), WHETHER CAUSED BY THE ACTS OR OMISSIONS OF LL PARTIES, OR LL USERS, OR THEIR AGENTS OR REPRESENTATIVES.

**(b YOUR RESPONSIBILITY FOR LOSS OR DAMAGE; BACKUP OF DATA**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD LL OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

IMPORTANTLY, YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC DISK FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

**a. LIMITATION OF LIABILITY**

THE LIABILITY OF ?? AND ITS LICENSORS AND SUPPLIERS IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ?? OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO ?? OR ITS LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF ?? AND ITS



LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES SHALL BE \$50.00. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN LL AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

**(b)APPLICATION**

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND LL OR BETWEEN YOU AND ANY OF IM'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. IM'S LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS, AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

**15. YOUR REPRESENTATIONS AND WARRANTIES**

Without limitation, You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other LL policies, and with any applicable laws or regulations.

**16. INDEMNITY BY YOU**

Without limiting any indemnification provision of this Agreement, You (the "**Indemnitor**") agree to defend, indemnify and hold harmless LL and the LL Parties (collectively, the "**Indemnitees**") from and against any and all claims, actions, demands, causes of action, and other proceedings (collectively, "**Claims**"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to LL, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between You and LL, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) Your access to or use of the Website or Services; (iv) Your provision to LL or any of the Indemnitees of information or other data; or (v) Your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; or (vi) Your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

Without limitation, the Indemnitor also hereby agrees to compensate LL for any and all lost revenues, future lost profits, and reasonable search costs and any other reasonable expenses resulting from any Indemnitor violation of Section 18 of this Agreement (Prohibited Uses), including without limitation, any

suspension of affiliate accounts or affiliate payment attributable to fraudulent efforts to manipulate or otherwise modify reported impressions generated by the LL Parties under any affiliate advertising agreement.

## **17. GOVERNING LAW; JURISDICTION AND VENUE**

### **(a) 1-Year Limitations Period**

ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE.

### **(b) Binding Arbitration**

If You and LL cannot resolve a Claim through negotiations, either party may elect to have the Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s). YOU HEREBY ACKNOWLEDGE THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT WITH A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, available at the AAA website [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Except as otherwise provided for herein, LL will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedures 11(b)), then the payment of all such fees will be governed by the AAA Rules. In that case, You hereby agree to reimburse LL for all payments disbursed that are your obligation to be reimbursed under the AAA Rules. If you are unable to pay the arbitration fee, LL will pay it directly upon receiving a written request and a sworn statement that you are unable to pay. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision for a Court of Competent Jurisdiction to resolve. The arbitration may be conducted in person, through document submission, through telephone, or online. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. LL may litigate to compel arbitration in court, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator.

### **(c) Restrictions Against Joinder of Claims**

You and LL agree that any arbitration shall be limited to each Claim individually. YOU AND LL HEREBY AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER IN YOUR OR IM'S INDIVIDUAL

CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If this specific provision is found to be unenforceable, then, to the full extent allowable under applicable law, (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

**(d) Remedies in Aid of Arbitration; Equitable Relief**

This agreement to arbitrate will not preclude You or LL from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or LL from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. As used herein, **“Court of Competent Jurisdiction”** means any federal or state court: (1) that has jurisdiction over the subject matter; and (2) that is located in the State of Colorado.

**(e) Laws of the State of Colorado**

This Agreement, including without limitation this Agreement’s interpretation, shall be treated as though this Agreement were executed and performed in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO DENVER, COLORADO. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

**18. TERMINATION**

**(a) BY LL**

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, LL RESERVES THE RIGHT TO, IN IM’S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITE AND/OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

**(b) AUTOMATIC TERMINATION UPON BREACH BY YOU**

This Agreement shall automatically terminate in the event that You breach any of this Agreement’s representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by LL.

**(c) BY YOU**

You may terminate this Agreement and Your rights hereunder at any time, for any or no reason at all, by providing to LL notice of Your intention to do so, in the manner required by this Agreement.

**(d)EFFECT OF TERMINATION**

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Website and Services. Upon termination, LL may, but has no obligation to, in IM's sole discretion, rescind any services and/or delete from IM's systems all Your Personal Information and any other files or information that You made available to LL or that otherwise relate to Your use of the Website or Services. Upon termination, You shall cease any use of the Website and Services. Subsequent to termination, LL reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Website and Services, including without limitation technological barriers such as IP blocking and direct contact with Your Internet Service Provider.

**(e)LEGAL ACTION**

If LL, in IM's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, LL will be entitled to recover from You as part of such legal action, and You agree to pay, IM's reasonable costs and attorneys' fees incurred as a result of such legal action. The LL Parties will have no legal obligation or other liability to You or to any third party arising out of or relating to any termination of this Agreement.

**(f)SURVIVAL**

Upon termination, all rights and obligations created by this Agreement will terminate, except that Sections 1, 2, 4-8, and 11-21 will survive any termination of this Agreement.

**19. NOTICES**

All notices required or permitted to be given under this Agreement must be in writing. LL shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to LL. You agree that any notice received from LL electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH LL IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY LL OF AN EMAIL TO THAT ADDRESS. You shall give any notice to LL by means of email to [ssdiassistancenetwork@gmail.com](mailto:ssdiassistancenetwork@gmail.com).

**20. PARTIAL INVALIDITY**

Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion hereof, which shall remain in full force and effect, and the parties hereby acknowledge and agree that they would have executed the remaining portion hereof without including the part so declared by a Court of Competent Jurisdiction, to be invalid, void, or unenforceable.

**21. GENERAL**

This Agreement constitutes the entire agreement between LL and You concerning Your use of the Website and Services. This Agreement may only be modified by a written amendment signed by an authorized executive of LL or by the unilateral amendment of this Agreement by LL and by the posting by LL of such amended version. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of LL. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. You and LL are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Except for the LL Parties and the Indemnified Parties as and to the extent set forth in Sections 12, 14, 16, 18(e), and in this paragraph, and IM's licensors and suppliers as to the extent expressly stated in this Agreement, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by You would cause irreparable injury to LL and IM's licensors and suppliers, and would therefore entitle LL or IM's licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.