

*This agreement defines the terms of your LawLytics Membership and use of the LawLytics platform. LawLytics Membership and service are subject to the following terms of service. If you have questions about the following Terms of Service, please call us at 800-713-0161 or email [support@lawlytics.com](mailto:support@lawlytics.com).*

## **LawLytics Terms of Service, Updated January 1, 2021.**

LawLytics, including our infrastructure, control panel, websites, support, and network (collectively referred to as “**Service**” or “**Membership**”) are all services of LawLytics, Inc., a Delaware Corporation (“**LawLytics**”, “**our**”, or “**we**”). By using the Service, the LawLytics Membership account owner and/or user (“**you**” or “**your law firm**” or “**Member**” or “**Customer**”) agree to the following terms and conditions (“**Terms of Service**”).

Membership provides your law firm with the core infrastructure and support to style, setup, launch, add to, edit, maintain, grow and evolve your law firm’s website. The internet is constantly evolving and we are continually working to improve our services to better serve our Members. As a Member, you get the benefit of platform, infrastructure, and security upgrades, which are delivered to you automatically so you’ll always have the latest version of our platform. Because our services continually improve and evolve, we reserve the right to update and change these Terms of Service periodically. Any new features that we add to the current Service will be subject to the Terms of Service. Continued use of the Service after any changes to the Terms of Service will constitute your consent to the changes. You can review and download the current version of the Terms of Service at: <https://www.lawlytics.com/agreement/>.

Throughout this agreement, use of the terms “website” and “site” will refer to Lawlytics-powered websites unless otherwise noted.

**Membership Duration and Fees.** We charge a periodic fee (the “**Membership Fee**”) as designated at the time of account initiation, that covers either one month or one year of LawLytics service, and includes one website. At the time of account initiation, you will select either a monthly or yearly membership renewal (“**Membership Period**”), which will be your default at each renewal unless changed prior to each subsequent renewal. Your first Membership Period begins at the day and time you initiate your Membership by completing the online registration form, and renews on that day going forward. *For example, a monthly Membership initiated on November 30th will by default renew on the 30th of each month (except for February, it will renew on February 28th, or February 29th in leap years), and a yearly Membership initiated on November 30th will by default renew on November 30th each year.*

**Membership Renewal.** Membership automatically renews for another Membership Period unless cancelled at least ten days prior to the expiration of any Membership Period. You may change between a monthly or yearly Membership Period at the beginning of any future renewal date by emailing us at [support@lawlytics.com](mailto:support@lawlytics.com) at least ten days prior to the start of new Membership Period for which you want the new membership renewal interval to apply.

**Membership Cancellation.** Your LawLytics Membership may be cancelled at the end of any active Membership Period by notifying us at least ten days prior to the expiration of the active Membership

Period. To notify us and begin the cancellation process email us at [support@lawlytics.com](mailto:support@lawlytics.com). Upon notification we will email you instructions to complete the cancellation process. If you do not receive the email instructions within one business day of notifying us, please call us to confirm that we have received your notice, and so that we can make sure that the instructions make it to your email inbox. For the cancellation to become effective, we require you to complete a brief online form to confirm your cancellation and verify your identity by providing the last four digits of the payment instrument you have on file. All prepaid Membership Fees are non-refundable, as are all unpaid but past-due Membership fees are due at the time of cancellation.

**Membership Payments.** At the time of account initiation you will be charged the Membership Fee for your first Membership Period (plus a one-time Membership Initiation Fee if you select monthly renewal). Membership Fees are paid in advance for each new Membership Period, and are automatically charged to the credit card currently on file unless you cancel your Membership prior to renewal. **Membership payments are not contingent on the launch of your LawLytics website(s), nor on any other event, status or result. Membership Fees apply immediately upon account initiation (completion of the online registration form) and are thereafter due at the beginning of each new Membership Period for the duration of your Membership.**

Our automated billing system requires a valid credit card to complete the signup process. It also requires that a valid credit card remain on file. You may update the credit card on file at any time. Our system will bill you for your Membership Fee on the first day of each new Membership Period and will notify you of successful payment by email.

If the credit card payment fails for any reason, our billing system will send you an email message with a link to update your card. The system will attempt to charge the Membership Fee again every 5 days for 15 days, notifying you each time the payment fails. If your account is not paid by the attempt on the 15th day after payment is due, our system will send you an email notifying you that your account is temporarily suspended and will automatically suspend your account. In the event that this happens, your account can be immediately reactivated by entering a valid credit card number, and the payment of your past-due balance. None of your data will be lost, as long as your account is reactivated within two years from the date of the suspension. We may, at our discretion, extend the time to pay for up to one month. If you need extra time to pay please let us know by emailing [billing@lawlytics.com](mailto:billing@lawlytics.com) upon receipt of the first declined card notice.

**Membership Upgrades and Downgrades.** Membership comes with one website and you can add as many additional websites as you like at any time by paying the prorated additional Membership fee for the additional website(s) to cover the remainder of the active Membership Period. You may remove additional website(s) at the end of any Membership period. Upon addition or removal of a website mid-period, your Membership Fee going forward will be adjusted to reflect the number of sites in your account at the next renewal. There is no prorated refund for additional sites that are cancelled during a prepaid Membership Period. For information, pricing and terms, and to add or remove websites from your account, call us or email us at [support@lawlytics.com](mailto:support@lawlytics.com).

**Website Ownership.** Your websites, including domain name, structure, colors, fonts, images, audio and video files and written content can be ported to another platform and/or web host upon cancellation. Upon cancellation you may take all of your content with you, including all styles,

images, videos, and audio files from your site that you own. Upon request we will provide you with your site files. After your Membership Period expires following notice of cancellation you will no longer have access to the LawLytics platform or LawLytics hosting, will not be entitled to use the LawLytics control panel or any of the code on which the LawLytics platform and hosting is run (as that code remains proprietary and the intellectual property of LawLytics), your access to all LawLytics services will go into an inactive state, and your LawLytics hosting will go offline and cease to function unless your account is reactivated.

**Membership Reactivation.** After deactivation of your Membership, we will preserve your website content and site structure as it existed at the time of deactivation for a period of two years from the last date of Membership, and your account may be reactivated at any time. To reactivate an inactive account, call us or email your request to [support@lawlytics.com](mailto:support@lawlytics.com). Reactivated accounts will be subject to the prevailing rates for monthly and yearly Membership Periods, and you will designate your Member Period at the time of reactivation.

**Site Preservation Opt-Out.** If you don't want your website content and site preserved in our systems of the two year period, let us know and we will purge it. After your data is purged, your account may not be reactivated or recovered, and, in the event that you decide to return to LawLytics, you will need to start with a new account.

**Users.** You may have an unlimited number of users on your LawLytics account. It is your responsibility to add or remove users. We will assist you as needed with this process.

**Platform Access and Updates.** Your Membership entitles you to unlimited use of the LawLytics Control Panel, including the ability to add unlimited users, pages, blog posts, attorneys, case results, recommendations, and maps to your website. You may also add as many of your own images, videos, and documents as you like by dragging them into your LawLytics media library on your website.

**Hosting, Security, and Backups.** We take care of hosting, security, and backups for you. Your site and content are completely backed up every night.

**Support and Guidance.** Whenever you want to discuss strategy, receive training on how to use the platform, or get technical support, your Membership entitles you to consult with us. We're here to help you achieve your firm's website goals, and encourage you to engage with us on a regular basis.

**Legality and Civility.** You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws (including but not limited to copyright laws or data privacy laws). We have a strict policy against posting scraped, stolen, or protected materials unless you own the copyright or have the express permission of the copyright holder. You avow that any pictures, video, and audio you post are yours to legally use (be very careful of posting images that you're not sure about, especially images that may have come from stock photo companies). You agree to indemnify us, defend us, and hold us harmless against claims and damages from any breach or alleged breach of copyright, trademark, patent, etc. resulting from actual or alleged misuse (intentional or inadvertent) of prohibited or protected materials. This includes any content that we either import into your site for you, at your request, or that we assist you in importing at your request.

If we are importing an existing site for you, you avow that all images, text, audio files, video files, and all other information on the site are legally yours to use and understand that we may import any and all images on your existing site unless we receive written notice from you, prior to importing the site, that specifies images, text, audio files, video files or other forms of content or code should not be imported. No scammers, spammers, pornography, gambling, or malware are allowed on the LawLytics platform. This is to protect you and your law firm. We reserve the right to remove any material that is offensive or illegal, including but not limited to pornography, gratuitously violent images, hate words, and “fighting words” used for the purpose of inciting hate or violence, but we have no affirmative obligation to do so. We are not responsible for policing your firm’s content, which remains your sole responsibility.

**Domain Name Registration.** We have no claim of ownership of your website domain, and we strongly encourage you to make sure that your domain name is registered in a registrar account that you own and control. If you need help understanding this and making sure it’s done correctly, we’ll help you get this squared away during the setup phase of your Membership. You are responsible for the cost of registering and renewing domain names you use with your LawLytics account. This is typically \$10-15 per year paid to a registrar, and varies from registrar to registrar. You must register your own domain with a registrar, and pay the registration and renewal fees independently of LawLytics (if you need help doing this, we’ll walk you through and make sure you get set up right). We are not responsible for the management or security of your registrar account(s), nor the renewal of your domain names. We suggest that you set your registrar to automatically renew your domain names so that they never accidentally expire, pay for the maximum registration term in advance, and make sure that your registrar password is secure and not shared with anybody. If you have a previous webmaster who has accessed your registrar account, we strongly encourage you to change your password and lock transfer of ownership of your domain. If you share your registrar account access with us during the launch process, you should revoke our access and/or change your password immediately following launch, as we will not need access to your registrar account following launch.

**DNS Service.** We may provide optional Domain Name System (“DNS”) service to our Members through third-party infrastructure providers, though most Members will choose to use the DNS service that is included with their domain name registration from their registrar. We are not responsible for DNS outages or routing failures of any third-party providers, but will work with you to make sure you have your DNS set up properly.

**Security Certificates.** LawLytics provides and manages Secure Sockets Layer (“SSL”) certificates for all member websites. This means that your website will be served using https rather than http and will prevent your potential clients from seeing a security warning on your website when they use certain web browsers. LawLytics uses CloudFlare for SSL certificate issuance and renewal. LawLytics is not responsible for any SSL failures, outages or expirations that are caused by CloudFlare’s actions or failure to act. LawLytics will use best efforts to work with CloudFlare to remedy any SSL certificate issues that arise in a timely manner. We will manage the security certificate for you, which eliminates any effort needed on your part to create, update, or renew your certificate(s). All new sites launched on or after October 1, 2017 will launch with SSL by default. For LawLytics members with sites that launched before our managed SSL certificate service was implemented on October 1, 2017, we can upgrade your site to SSL for you at no additional charge

once you grant us permission to do so. As of November 1, 2017, having SSL website(s) is considered to be a ranking factor in Google. This means theoretically that implementing SSL should have a positive or neutral effect on a website's performance in Google searches. However, we make no representations or warranties about the effect of SSL on your firm's website and are not responsible for any movement upwards or downwards in the search engines when a website is launched with, or transitioned to SSL.

**Email Service.** LawLytics does not provide email service, but is compatible with all third-party email services that you may choose to use with your law firm's domain.

**Sensitive Client Information.** The internet is not a secure place. Even with an SSL certificate, contact forms, potential client tracking templates, and emails are not sufficiently secure for the transmission of confidential or sensitive client information. We are not responsible for any interception, dissemination, or any other breach of confidential client information transmitted using any feature in LawLytics, including but not limited to Forms, Social Media, the LawLytics network, and the LawLytics blogging and site creation features. You agree to take full responsibility for adding disclaimers and warnings to any form that may encourage the transmission of confidential information, and indemnify and hold harmless LawLytics and its vendors and partners against any real or alleged damages resulting from the use of LawLytics in regards to client information. Furthermore, we recommend that you provide a required opt-in consent field on any form with which you collect private or personal information, notice describing how such information will be used and shared, and/or that you use to subscribe users to a mailing or distribution list, as well as any other measures that may be required under data privacy laws applicable to your firm.

**Service Modifications.** We reserve the right to modify or discontinue, temporarily or permanently, any of our Services, features or sub-features. Prices of all Services, including but not limited to Membership Fees, are subject to change upon 90 days' notice from us, and any change becomes effective at the next Membership Renewal following the expiration of the notice period. Such notice may be provided at any time by posting the changes to the LawLytics Control panel or via email. We are not liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

**Collection of Taxes.** We reserve the right to, without notice, charge any sales, service, excise, or any and every other form of tax, tariff, fee, or other method of payment lawfully demanded by the government of the United States, the State of Arizona, your state, or any other relevant authority. You agree that any such tax is your responsibility, regardless of whether it is demanded prospectively or retroactively.

**Copyright and Content Ownership.** All content posted using the LawLytics Service or platform, and to LawLytics-powered websites and blogs must comply with U.S. copyright law. We reserve the right to remove any content that is in violation of the Digital Millennium Copyright Act or other Federal, State or Local copyright laws, but have no affirmative obligation to police your content for compliance. If a complaint of alleged copyright violation is received, we will immediately contact you and give you an opportunity to respond before taking action. A failure to respond to such notice within one business day will be deemed to be your consent to remove the materials in question. We claim no intellectual property rights over the material you provide, including your posts, articles,

endorsements, comments, and media. Your profile and materials uploaded remain yours. However, by setting your LawLytics sites and blogs to be shared publicly, and by being a member of LawLytics, you agree to allow others to view and share your content via social media, email and by any other means. LawLytics does not pre-screen content, and there is no mechanism in place to prevent you from initially publishing anything, however, LawLytics and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

You are also granted a limited use license for any stock images provided to you for use on your LawLytics site(s) for the duration of your LawLytics Membership. All limited use materials must be surrendered upon termination of your account and cannot be reused or reproduced elsewhere without the express written consent of LawLytics Inc. The name LawLytics and the LawLytics logo are registered trademarks of LawLytics, Inc.

**Support, Training, Strategy, and Education.** Membership entitles all attorneys and employees of your law firm to unlimited use of all LawLytics training and educational materials. Membership also entitles one person from your firm, who you designate as your “**Primary User**,” to unlimited one-on-one technical support. Your Primary User must be an attorney or employee of your law firm. That user is expected to be the liaison between your firm and LawLytics and should be equipped to assist other users in your law firm with LawLytics-related questions. That user is also expected to be empowered fully by your firm to act on your firm’s behalf with us, including making all design, style, and account decisions. You may have an unlimited number of additional employees or members of your law firm, as well as outside consultants, on any support call, training, or strategy session that also includes the presence of your designated Primary User.

**Website Design.** We purposely limit our design options to what we know works, and ***we do not provide custom website design services***. When you join LawLytics, you are getting the benefit of our design data and expertise, and will be guided to style choices that we believe work well and are in your best interest. By joining LawLytics, you accept that there are limitations imposed by the functionality of the platform. LawLytics Membership comes with initial website setup design support, as well as an optional included design refresh every two years to make it easy to keep your site on the cutting edge of design. We will configure your site using a pre-existing professional template and style it for you. You also have the option of choosing one template-based logo design per website, where you can choose from our inventory of logos and we will modify the colors and text for your firm. All LawLytics website layout designs are responsive (the modern standard for mobile compatibility) and built with the mobile user in mind. ***Design standards change over time, and we adapt our design offerings to what we believe are the current best practices for law firm websites. Therefore some design elements displayed in some older but currently active LawLytics websites may not be available to new Members or Members doing an optional included design refresh.***

**Initial Website Setup.** When you join LawLytics, we will set your website up and launch it on the LawLytics platform (“**Initial Setup**”). This process is dependent on your cooperation and collaboration. Any time estimates that we may give you for the launch of your website presume that you answer our questions by returning phone calls or emails within one business day, that you accept the design of your website with no more than one round of revisions, and that you have the

login information for the registrar account in which your domain name resides (which is necessary to make your website “go live” on the internet).

As part of the Initial Setup we will style your new LawLytics website for you. You will choose a template and color palette. You may also choose stock images from our available selection, provide us with images, or a combination thereof. We will provide you with guidance in making your choices. Once you make your choices, we will style your site and then, upon request, will do one round of revisions of colors and images prior to launching your website.

If requested during Initial Setup, we will create one logo for you from our inventory of template-based logos, which we will personalize to your firm by adding your colors and, depending on your selection, firm initials, firm name and/or tagline. Membership includes one optional round of logo revisions. You may also use your existing logo in your LawLytics website.

While we are building your website before it goes live on the internet, we may populate your site with filler text consisting of gibberish words so that you can envision how the site will look without worrying about what the content says.

Before your website is launched, we will also, at your request, enter any content that you provide to us and/or migrate any content from your existing website into your new LawLytics website.

**Results Not Guaranteed.** LawLytics is a website platform and hosting service, and not a marketing agency, search engine optimization (“SEO”) or pay-per-click (“PPC”) advertising vendor. We do not promise or take responsibility for achieving any particular level search engine placement, website traffic, new business, nor any other quantifiable result for your firm. We don’t claim any special influence over the search engines nor to possess any insider search engine secrets.

You understand that advice and practices as to how web pages are presented and coded vary, and that much of it is based on the opinions of those providing the service or advice. We agree to use and advise you to use best practices based on our opinions as to what is optimal. If you believe that any of our practices or advice are not optimal for you, your remedies are to not follow our advice and/or discontinue your Membership.

Acceptable Search Engine Optimization (“SEO”) practices have evolved and changed rapidly over the past two decades (and will likely continue to do so). Therefore, a common, objective, and quantifiable framework for SEO deliverables is impossible to define. We make no specific promises of SEO activities or results. We do, however, make every effort to follow Google’s Webmaster Guidelines and we help and encourage you to do the same.

Some services commonly sold to attorneys as SEO can harm your website and prevent it from performing. We discourage the use of tactics including paid inbound links, link farms, link schemes, link prisms, and all other forms of linking that are designed to trick or game the search engines in order to gain ranking. While you are entitled to have outside vendors work on your LawLytics site, doing so can be counterproductive if they don’t abide by [Google’s Webmaster Guidelines](#). Upon request we will help you evaluate any advice you are given by third-parties to help you understand the meaning, motive and utility of the information and to help you understand the opportunities

and/or risks in following such advice. While we may provide technical support to any third-party marketing or SEO agency that you hire, we are not responsible for any harm that any third-party vendor to which you grant access to your LawLytics account may cause to your web presence. We will not advise any third-party vendor about SEO or content strategy, and we will not monitor your website for harm or potential harm caused by third-party vendors to whom you have granted or authorized access.

**Content Creation and Entry.** Content is the text and other information on your website and can include, but is not limited to, practice description pages, blogs, attorney profiles, recommendations, reviews, results and example cases or matters, and other information. In order for any law firm website to attract and convert potential clients, content is required. The Membership Fee does not include content creation or editing, but does include guidance and support to easily and effectively create and enter your own content. The LawLytics platform also makes it easy to delegate content creation to a third-party writer or agency of your own choosing without giving the third-party control over your firm's entire website infrastructure. Once your site(s) is/are launched, you (or any third-party you empower) will be responsible for entering your own content, and we will provide you with training and ongoing support to make it easy.

**Responsibility for Content.** You are responsible for all content posted and activity that occurs under your account (even when content is posted by others to whom you have given access to your account). We encourage you to periodically audit the content on your site(s) to make sure that it is accurate and compliant with applicable ethics rules, and other laws and regulations. You are responsible for assuring that all content authored by users on your account complies with relevant advertising provisions of your jurisdiction's regulations. In short, you agree to review all materials posted on your firm's website(s) and blogs, and you assume full responsibility for all content.

**Analytics.** LawLytics provides analytics within your control panel that show you various metrics including visits to your website. The LawLytics analytics package provides basic data to help you understand and improve your web presence. We do not warrant the accuracy of the analytics, nor guarantee that they will produce the same numbers as other services.

LawLytics also provides an optional integration with Google Analytics so that you can see Google Analytics data in your LawLytics control panel. Upon request, we will help you integrate Google Analytics. Google Analytics is a free service from a third-party vendor that provides reporting on a variety of metrics and is quite robust. You'll be able to access basic metrics from within LawLytics, and also drill down into the data in any way you choose directly in Google Analytics.

**Support for Third-Party Vendors.** We may, at our discretion, provide support for third-party vendors (examples include but are not limited to pay-per-click advertising, registrars, and email vendors), but are not obligated to provide ongoing support for third-party software and services. For example, we may help guide you through the setup of Google Apps, Google Analytics, Google Adwords, live chat software, payment systems, remarketing software, and other services that can be integrated with LawLytics, but we are not responsible for troubleshooting other vendors' software or services. Account-level changes must be authorized, in writing, by the primary account holder, and, for your protection, we require express permission before discussing your account with anyone

outside your firm. Live support is available during designated business hours. LawLytics reserves the right to refuse to work with any outside vendor who is not an employee of your law firm.

**Use of Our Software and Infrastructure.** You understand that we use third-party vendors and partners to provide hardware, networking, storage, and related technology required to run the Service. Our website platform is built on Amazon's Cloud Infrastructure. We use Heroku (a Salesforce.com company) as well as DynEct, Easyredir and CloudFlare to provide other essential pieces of our state-of-the-art cloud infrastructure. We also use Akismet, Sendgrid, and New Relic to provide parts of the infrastructure. Our backup server is hosted with Rimu and physically located in Dallas, Texas. We use HelpScout for our support ticket and support email system. We use HubSpot for our marketing emails, announcements, educational announcements, sales and customer management. You understand that each of these services operate independently of LawLytics and may transmit, process, or store data in conjunction with your LawLytics account. You understand that the information that passes through your account, including, but not limited to your firm's contact information, information about your website and information submitted through your website by visitors via your LawLytics forms and in blog comments may be transmitted, processed, and/or stored by LawLytics and one or more of our infrastructure providers. You acknowledge and agree to the transmission, processing, and storage of this information. We reserve the right to change, modify, or add to our software infrastructure and providers at any time. You may not remove the LawLytics footer branding from your site(s), nor cause another person to remove it, without our permission. You may not modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Service. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without our express written permission. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve: (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You may not upload, post, host, or transmit unsolicited emails that violate CANSPAM or SMSs, or are "spam" messages, worms, viruses, or any malicious or predatory code using our infrastructure.

**Third-Party Scripts and Services.** LawLytics works with and integrates with a variety of third-party vendors. While we are happy to assist you with the implementation of scripts such as web badges, analytics, newsletter signups, payment gateways and others, it is important for you to understand that each script that is added to your website presents an additional point or points of data tracking, transmission, processing, and collection by third parties. You accept complete and sole responsibility for the third-party scripts, and integrations that you use, or ask us to use on your behalf. You understand that all scripts and integrations that you add, or have us add to, to your LawLytics powered website(s) may present privacy and data retention issues or obligations for your law firm. You agree to maintain an appropriate privacy policy to cover your law firm from liability in all relevant countries, states and jurisdictions, and to take any and all other means necessary to comply with all laws and regulations surrounding the collection and processing of data. By adding, and/or maintaining third-party scripts on your LawLytics website(s), or by using integrations with third-party services, you agree to indemnify, defend, and hold harmless LawLytics against any claims or liability caused by those scripts, plugins, or third-party services.

**Availability of Service.** LawLytics-powered sites are accessible everywhere in the world, provided that they are not blocked by the government, ISP, or other public or private entity. Your website will appear as you see it when you visit it from the country in which you are located, regardless of where in the world it is accessed. However, in order to support the compliance needs of our customers who may be subject to the EU General Data Protection Regulation (“**GDPR**”) or the UK Data Protection Act of 2018, as of May 24, 2018, the built-in analytics tracking for all LawLytics-powered sites has been disabled for all IP addresses known to be associated with countries in the UK or EU. This means that LawLytics does not directly or intentionally capture the IP addresses or any personal or behavioral information about visitors from those IP addresses on LawLytics-powered websites. However, because lists of IP addresses can contain errors and omissions, we cannot say with certainty that all EU or UK IP addresses are being excluded from our analytics tracking. We also cannot say with certainty that some IP addresses that are outside of the EU are not being included in the array of IP addresses that we block from analytics tracking. If tracking analytics from the EU or UK is important to you, we recommend that you use Google Analytics or another third-party analytics solution in conjunction with your LawLytics account.

If your law firm solicits or conducts business in the European Union or UK, with, or from EU or UK citizens, we recommend that you evaluate your use of forms on your website to make sure that the information that you collect is done so in compliance with the GDPR. This includes forms built with the LawLytics Forms Builder, blog comment forms, and review request forms. While we are looking at various methods of providing our Members with easy compliance with the GDPR, we cannot represent that our forms are GDPR compliant. We cannot provide you with legal advice about GDPR compliance and recommend that you evaluate your exposure to GDPR regulations independently. If you would like to remove your forms from your LawLytics site(s), or add a permission to collect and process personal information checkbox, you may do so within the LawLytics Control Panel, and our Support team is here to help you do it, or to do it for you.

**Stock Terms of Use, Privacy, and Anti-spam Policies Provided As-Is.** As part of the LawLytics website management system, LawLytics has provided you with a stock starter Terms of Use, Privacy Policy, and Anti-spam policy. Those policies are published to your LawLytics powered website by default. You can supplement or completely replace the provided policies at your discretion from within the LawLytics Control Panel. The policies are provided “as-is” and are meant to be starting points as you consider the policy protection that you want and need for your website. The policies are not offered as, or intended to be, legal advice and you agree to not rely on them as such. Your use, or continued use, of the stock starter policies, whether supplemented or un-supplemented, constitutes your adoption of the policies as your own and you agree to indemnify, defend, and hold harmless LawLytics against any claims or liability based on your use of these policies or any of the language therein.

**General Conditions.** Your use of the Service is at your sole risk. The service is provided on an “as-is” and “as-available” basis. We do not warrant that: (i) the service will meet your specific requirements; (ii) the service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations; (v) any errors in the Service will be corrected; and (vi) that the service meets privacy, data collection, data processing, data protection or data retention policies or

standards for countries or governmental entities outside of the United States. You agree that we are not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use of or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained, messages received, or transactions entered into, through, or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

You agree that you have reviewed and agree to our [Privacy Policy](#).

Failure to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. These Terms of Service constitutes the entire agreement between you and LawLytics and govern your use of the Service, and, when conflicting, supersede any prior agreements between you and LawLytics (including, but not limited to, any prior versions of the Terms of Service). Any agreements for other services that may have been offered by LawLytics in the past remain governed by the agreement for those services and the general Terms of Service that were in place as to those services at the time you originally purchased those services.

Any dispute or disagreement arising between the parties shall be resolved by binding arbitration in Pima County, Arizona. The laws of the State of Arizona shall govern such arbitration. Should litigation be necessary, the parties agree that the exclusive jurisdiction and venue will be in the Superior Court of Pima County, State of Arizona, and that Arizona law will be used.