

## **WEBSITE TERMS OF USE**

### **1. AGREEMENT**

Welcome to Disability Assistance Network! Please read the following terms and conditions carefully before clicking "Get Your Free Quote" or "Do I Qualify?" By submitting information and clicking through, You agree to be bound to these Terms of Use (the "Agreement"), constituting a legally binding agreement by and between Disability Assistance Network (hereinafter, "IM") and you (in either case, "You" or "Your") concerning Your use of IM's website (the "Website") and the services available through the Website (the "Services"). We encourage you to print the Agreement or copy it to your computer's hard drive for your reference. By using the Website and Services, You represent and warrant that You have read and understood, and agree to be bound by, this Agreement and IM's Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference and made part of this Agreement. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE WEBSITE OR SERVICES AND YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES.

### **2. PRIVACY POLICY**

By using the Website, You consent to the collection and use of certain information about You, as specified in the Privacy Policy. IM encourages users of the Website to frequently check IM's Privacy Policy for changes.

### **3. CHANGES TO AGREEMENT AND PRIVACY POLICY**

Internet technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, IM RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless IM obtains Your express consent, any revised Privacy Policy will apply only to information collected by IM after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

### **4. ELIGIBILITY**

BY USING THE WEBSITE OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual using the Website or Services on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

### **5. LICENSE**

Subject to Your compliance with the terms and conditions of this Agreement, IM grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services. The Website, or any portion of the Website, may not be reproduced, duplicated,

copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the express written consent of IM. All rights not expressly granted herein are reserved by IM. Without limitation, this Agreement grants You no rights in or to the intellectual property of IM or any other party, except as expressly set forth herein. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. Your rights under this section will immediately terminate in the event that You breach, actually or potentially in the sole judgment of IM, any provision of this Agreement.

#### **6. NO RELIANCE ON THIRD-PARTY CONTENT**

The information on the Website is provided for matching purposes only. IM does not review or warrant the contents of any links to the Website or on the Website. IM is not responsible for any material or information contained in linked sites or provided by sponsors. Opinions, advice, statements, or other information made available by means of the Website and Services by third-parties, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. IM does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Website; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by a third-party by means of the Website and Services. Under no circumstances will IM be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any third-party.

#### **7. ASSUMPTION OF RISK; RELEASE**

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE WEBSITE AND SERVICES. YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES, AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY IM AND ITS STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONSULTANTS, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "IM PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, THAT MAY RESULT FROM YOUR USE OF THE WEBSITE AND SERVICES.

#### **8. NO ATTORNEY-CLIENT RELATIONSHIP**

By using the Website and Services, You hereby warrant and represent that You understand that there is no attorney-client relationship between You and IM whatsoever. IM should not be used as a substitute for legal counsel.

Information obtained through IM is not to be construed or interpreted as legal advice. Any information you submit to or through this website will not be protected by attorney-client privilege, because IM is not Your attorney, nor is IM holding itself out as Your attorney. IM does not offer legal advice, recommendations, mediation or counseling under any circumstance. The determination of whether a user needs legal services and a user's choice of a lawyer should not be based on websites or advertisements.

As stated throughout the Website, and without limitation, IM provides paid attorney/advocate advertisements, and a fee is paid by participating attorneys and advocates. The Website is not an attorney referral service or prepaid legal services plan. An automated matching system will match each request with a member attorney/advocate representing the specific geography.

The Website and Services are privately owned and operated. The Website and Services are not affiliated with or endorsed by Social Security Administration or any other government agency.

Special State Disclaimers Regarding Specialty Areas of Practice:

Alabama: No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers. Alabama Rules of Professional Conduct Rule 7.2(e) (1997)

Alaska: The Alaska Bar Association does not accredit or endorse certifying organizations. Alaska Rules of Professional Conduct Rule 7.4(a)(2) (1998).

Colorado: Colorado does not certify attorneys as specialists in any field.

Florida: The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask request free written information about a firm's qualifications and experience. Florida Rules of Professional Conduct Rule 4-7.2(d) (1997).

Hawaii: There is no procedure for review or approval of specialist certification organizations in Hawaii. Hawaii Rules of Professional Conduct Rule 7.4(c) (1997).

Illinois: The Supreme Court of Illinois does not recognize certifications of specialties in the practice of law and that the certificate, award or recognition is not a requirement to practice law in Illinois. Illinois Rules of Professional Conduct Rule 7.4(c)(2) (1997).

Iowa: The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of Iowa. Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such a lawyer is necessarily any more expert or competent than any other lawyer. A description or indication of limitation of practice does not mean that any agency or board has certified such lawyer as a specialist or expert in an 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. This notice is required by rule of the Supreme Court of Iowa. See Iowa Code of Professional Responsibility DR 2-101(A), DR 2-101(C), DR 2-105(A)(3)(c) (1997).

Kentucky and Oregon: THIS IS AN ADVERTISEMENT.

Massachusetts: If a Massachusetts lawyer holds himself or herself out as "certified" in a particular service, field or area of law by a non-governmental body, the certifying organization is a private

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).

## **9. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM IM**

Without limitation, by providing your name, email, postal or residential address, and/or phone number through the Website, you hereby expressly consent to receive electronic communications, over the short term and periodically, including email and short-message service (“SMS” or “text message”) communications from IM regarding the Services, new product offers, promotions, and other matters. You may opt-out of receiving electronic communications at any time by (a) following the unsubscribe instructions contained in each electronic communication; or (b) sending an email to [admin@disabilityassistancenetwork.com](mailto:admin@disabilityassistancenetwork.com).

## **10. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM IM PARTNER ADVOCATES AND ATTORNEYS**

Without limitation, by providing your name, email, postal or residential address, and/or phone number through the Website, you hereby consent to receive and openly and knowingly solicit electronic communications, including email and SMS communications, from IM's partner advocacies and attorneys regarding their services, including offers, promotions, and other related matters. You may opt-out of receiving electronic communications at any time by (a) following the unsubscribe instructions contained in each communication; or (b) sending an email to [admin@disabilityassistancenetwork.com](mailto:admin@disabilityassistancenetwork.com).

## **11. THIRD-PARTY WEBSITES**

The Website is linked with the websites of third parties (“Third-Party Websites”), some of whom may have established relationships with IM and some of whom may not. IM does not have control over the content and performance of Third-Party Websites. IM has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on or through third-party websites. Accordingly, IM does not represent, warrant, or endorse any third-party website, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through third-party websites. IM disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of third-party websites.

## **12. PROHIBITED USES**

IM imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) “stalk” or otherwise harass any person, or contact any person who has requested not to be contacted; (b) provide false, misleading or inaccurate information to IM or any IM partner; (c) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity; (d) while, using the Website and Services, use “ad blocking” software or similar built-in web browser options designed to hide, block or prevent the proper display of online advertising; (e) modify or change the placement and location of any advertisement appearing on the Website; (f) harvest or otherwise collect information about IM users, including email addresses and phone numbers; (g) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites; (h) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (i) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (j) interfere or

attempt to interfere with the use of the Website or Services by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing"; (k) use the Website or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (l) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Website or Services; or (m) attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the IM Parties in providing the Website or Services, including without limitation any fraudulent effort to modify software or any other technological mechanism the use to measure the number of impressions generated by IM's Website. Any violation of this section may subject You to civil and/or criminal liability.

### **13. INTELLECTUAL PROPERTY**

#### **(a) Compliance with Law**

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform, or distribute any content, information or other materials in violation of any third-party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE THE SOLE AND EXCLUSIVE OWNER OF ANY USER CONTENT THAT YOU SUBMIT TO THE WEBSITE. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES. COMPANY BEARS THE SOLE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS.

#### **(b) Trademarks**

IM and the "IM logo" (collectively, the "IM Marks") are trademarks or registered trademarks of Consumer Intel Solutions, LLC. Other trademarks, service marks, graphics, logos, and domain names appearing on the Website may be the trademarks of third-parties. Neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, the IM Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the IM Marks generated as a result of Your use of the Website and Services will inure to the benefit of Consumer Intel Solutions, LLC, and You agree to assign, and hereby do assign, all such goodwill to Consumer Intel Solutions, LLC. You shall not at any time, nor shall You assist others to, challenge Consumer Intel Solutions, LLC's right, title, or interest in or to, or the validity of, the IM Marks.

#### **(c) Copyrighted Materials; Copyright Notice**

All content and other materials available through the Website and Services, including without limitation the IM logo, design, text, graphics, and other files, and the selection, arrangement, and organization thereof, are either owned by Consumer Intel Solutions, LLC's or are the property of Consumer Intel

Solutions, LLC's licensors and suppliers. Except as explicitly provided, neither Your use of the Website and Services nor this Agreement grant You any right, title, or interest in or to any such materials.

**(d) DMCA Policy**

As IM asks others to respect IM's intellectual property rights, IM respects the intellectual property rights of others. If you believe content located on or linked-to by the Website violates Your copyright, you are encouraged to please immediately notify IM by means of emailed notice ("**Infringement Notice**"), providing the information described herein. If IM takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by such party to IM. Please be advised that you may be held liable for damages based on certain material misrepresentations contained in an Infringement Notice. Thus, if you are not sure content located on or linked-to by the Website infringes your copyright, you should consider first contacting an attorney.

All Infringement Notices should include the following:

1. A signature, electronic or physical, of the copyright owner or a person authorized to act on their behalf;
2. An identification of the copyright claimed to have been infringed;
3. A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit IM to find and positively identify that material;
4. Your name, address, telephone number and email address; and
5. A statement by you: (i) that you believe in good faith that the use of the material that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and, (ii) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

Infringement Notices should be sent to [admin@disabilityassistancenetwork.com](mailto:admin@disabilityassistancenetwork.com) with the subject line "DMCA Notice – [INSERT YOUR NAME OR YOUR COMPANY'S NAME]".

IM will respond to all such notices, including as required or appropriate by removing the offending material or disabling all links to the offending material.

**14. DISCLAIMERS; LIMITATION OF LIABILITY**

**(a) NO WARRANTIES.**

WITHOUT LIMITATION, ANY INFORMATION REGARDING OUR ATTORNEY AND ADVOCATE SPONSORS HAS BEEN PROVIDED BY THE SPONSORS AND HAS NOT BEEN VERIFIED BY AMERICANDISABILITYNETWORK.COM. AMERICANDISABILITYNETWORK.COM DOES NOT WARRANT THE VALIDITY OF THE INFORMATION, NOR DOES IT GUARANTEE THE QUALITY OF THE WORK PRODUCT. THE DETERMINATION OF THE NEED FOR LEGAL SERVICES AND THE CHOICE OF A LAWYER ARE EXTREMELY IMPORTANT DECISIONS AND SHOULD NOT BE BASED SOLELY UPON ADVERTISEMENTS OR SELF-PROCLAIMED EXPERTISE. A DESCRIPTION OR INDICATION OF LIMITATION OF PRACTICE BY A LAWYER DOES NOT MEAN THAT ANY AGENCY OR BOARD HAS CERTIFIED SUCH LAWYER AS A SPECIALIST OR

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, IM, 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 IM 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 IM 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. IM 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 IM, IM PARTIES, OR IM 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 IM 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 IM AND ITS LICENSORS AND SUPPLIERS IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL IM 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 IM 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 IM 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 IM 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 IM 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 IM 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 IM and the IM 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 IM, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between You and IM, 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 IM 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 IM 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 IM 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 IM 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, IM 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 IM for all payments disbursed that are your obligation to be reimbursed under the AAA Rules. If you are unable to pay the arbitration fee, IM 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. IM 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 IM agree that any arbitration shall be limited to each Claim individually. YOU AND IM 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 IM 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 IM 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 IM**

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, IM 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 IM.

**(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 IM 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, IM 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 IM 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, IM 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 IM, in IM's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, IM 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 IM 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. IM shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to IM. You agree that any notice received from IM 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 IM IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY IM OF AN EMAIL TO THAT ADDRESS. You shall give any notice to IM by means of email to [admin@disabilityassistancenetwork.com](mailto:admin@disabilityassistancenetwork.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 IM 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 IM or by the unilateral amendment of this Agreement by IM and by the posting by IM 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 IM. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. You and IM are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Except for the IM 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 IM and IM's licensors and suppliers, and would therefore entitle IM 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.