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Welcome to the Practising Law Institute. Please be aware that you must agree to the following Practising Law Institute Terms of Service ("TOS") in order to proceed and use the Services (defined below).

## Practising Law Institute Terms of Service

Effective: June 2010

### **1. Introduction**

Practising Law Institute, Inc. ("PLI") is the creator and operator of this site. As used herein, "You" means you or anyone you authorize to use your account. You can create Your own unique user profile ("Profile"). You can participate in the community by browsing, interacting and communicating with other individuals using the Services ("End Users"). PLI refers to all of the things You can do as an End User collectively as the "Services". It is important that You are fully aware of both of our respective legal rights and obligations. For that reason, PLI has created these TOS. Please carefully review these TOS, as it forms a binding agreement between You and PLI.

### **2. Acknowledgement & Acceptance of Terms**

By clicking "I agree" or by accessing the Services or content, products or materials from the Services, You expressly agree that You have fully read or have been given the opportunity to review these TOS and unconditionally agree to follow and be legally bound by them as well as all applicable laws, rules and regulations. These TOS constitute a writing signed by You. Any rights not expressly granted herein are reserved. If You do not agree or wish not to be bound by these TOS, do not click "I Agree" or otherwise access, download or use any part of the Services. Although, You may "bookmark" a particular portion of the Services and thereby bypass the agreement set out in the TOS, Your continued use of the Services still binds You to these TOS.

### **3. Disclaimer**

This work is designed to provide practical and useful information on the subject matter covered. However, it is provided with the understanding that the publisher and contributors are not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

### **4. Eligibility**

PLI reserves the right to deny access to the Services to You or any other visitor at anytime without notice for any reason. PLI assumes, and by using the Services in any way You warrant, that You are at least 18 years old and have the legal capacity to enter into the agreement set out in these TOS (i.e. that You are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

## **5. Modifications & Updates**

The Services offered hereunder may be updated, modified, removed or disabled, in whole or in part, without notice and for any reason in PLI's sole discretion. Please note that these TOS may also be modified, changed, updated, revised and reissued at any time by updating this posting. If PLI does change these TOS, it will post the most recent version of these TOS and indicate its effective date. You are solely responsible for regularly reviewing these TOS so that You will be apprised of any change(s). Your continued use of the Services after any such change(s) constitutes Your continued and/or renewed acceptance of these TOS as modified.

## **6. Authorization to Use Services**

All right, title and interest in the intellectual property and proprietary rights in the Services and all of the PLI - generated content (e.g. text, audio, audiovisual, graphics, software, photographs, page layout, and design) available on or through the Services as well as all technical data and software used with the Services (software, scripts, and all other data) (the "PLI Content") are owned, licensed or used with permission by PLI. PLI's Content is protected by copyright, trademark, patent, trade secret and other laws, and PLI owns and retains all rights in the PLI Content and the Services. PLI hereby grants You a limited, nonexclusive, non-assignable, revocable, non-sublicensable license to access, reproduce and display using internet browser software the PLI Content (excluding any software code) and user generated content ("UGC") solely for Your personal, educational, non-commercial use in connection with using the Services. Decompiling, reverse engineering, disassembling, or otherwise extracting the code used in any software on the Services into a human readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is strictly prohibited. Except as otherwise provided herein, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any PLI Content or UGC appearing on or through the Services. Use of PLI Content or UGC anywhere other than on or through the Services for any reason is prohibited. All features of and content on or through the Services is presumed to be proprietary and copyrighted, unless otherwise designated. Except for the UGC You submit and own, You have no proprietary rights whatsoever in the Services or its features. You agree that You will not alter, obscure or otherwise remove any existing copyright, trademark or proprietary rights notices or labels at any time. The parties acknowledge that a breach of this TOS or PLI's intellectual property and/or proprietary rights will result in substantial injury that is difficult, if not impossible, to ascertain and compensate in monetary damages. Therefore, in addition to any other rights or remedies that PLI may have in the event of such a breach, PLI shall be entitled to seek injunctive relief in a court of competent jurisdiction.

## **7. Registration and Passwords**

In order to access or use most of the features of the Services, You must register with PLI and create an account. As part of this registration process, You will be asked to create a Profile (as described in section 8 below) and select a password. All Profile information must be true, accurate and complete. Your registration information will act

as the basis of your Profile and PLI also uses various details provided by You to verify Your authenticity throughout your use of the Services. You are solely responsible for any and all use of Your account (whether by You or anyone using Your account). You are solely responsible for the confidentiality and security of Your account password and login information. You must notify PLI immediately of any actual or suspected breach of security or unauthorized use of Your account. Should You forget Your password, you must contact technical support at [PLILawCenters@pli.edu](mailto:PLILawCenters@pli.edu).

## **8. Profile Information**

Your Profile must describe You, an individual person. You may not impersonate another person when registering or otherwise use a pre-existing account, user ID, or password of another person at any time. By way of example and not limitation, You may not create a Profile that purports to represent You as an animal, place, inanimate object, fictional character, or real individual who is not You. PLI may refuse to grant You (or later terminate) a user ID that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by PLI in its sole discretion.

## **9. User Generated Content**

The Services also allow You to post (upload) materials or contribute content: text, graphics, images, audio/video or other works of authorship. These materials shall be referred to herein as "User Generated Content" or "UGC"). All UGC must adhere to the terms set forth in these TOS. Be aware, any UGC You post, upload or transmit on or through the Services is accessible to third parties. PLI is unable to control any usage of Your information by third parties who may view your UGC, and therefore, You disclose such information at Your own risk. By posting any UGC on or through the Services, You hereby grant to PLI a fully paid, perpetual, royalty free, sub-licensable, non-exclusive worldwide license to use, modify, publicly perform, publicly display, reproduce, create derivative works and distribute such UGC on or through the Services or in other products or services of PLI or its licensees; and as otherwise provided for herein. By posting said UGC, You represent and warrant that: (a) You have the right to grant the license set forth in this section; (b) You own or otherwise have the right to post Your UGC; and (c) the posting of Your UGC on or through the Services does not violate any privacy rights, publicity rights, copyrights, contract rights, patent, trademark, trade secret or any other proprietary rights of any person or entity. Notwithstanding the foregoing, PLI does not claim any ownership rights in the UGC You submit, post, or display on or through the Services. By submitting, posting or displaying UGC on or through the Services, You continue to retain all ownership rights in such UGC, and You continue to have the right to use Your UGC in any way You desire.

PLI may, but shall have no obligation to, investigate, monitor, review, modify, delete and/or remove any UGC, or material otherwise posted to the Site that PLI, in its sole judgment, believes violates these TOS. PLI assumes no responsibility to monitor or review End Users' use of the Services for inappropriate UGC or conduct. If at any time PLI chooses, in its sole discretion, to monitor or review End Users' use of the Services, PLI shall assume no responsibility for the UGC, and no obligation to modify or remove

any UGC nor any responsibility for the conduct of the User submitting any such UGC. We reserve the right to preserve a record of any such UGC and turn all or a portion thereof over to law enforcement officials or claimants or responding parties in infringement or other legal actions. PLI reserves the right take appropriate legal action against anyone who, in PLI's sole discretion, violates these TOS and will make reports to applicable law enforcement agencies or claimed rights owners as PLI, in its sole discretion, deems appropriate.

#### **10. Prohibited User Generated Content**

Below is a partial list of the kind of UGC that shall not be posted, uploaded or transmitted on or through the Services. Posting of any prohibited UGC by You may, in our sole discretion, result in termination of Your relationship with PLI and Your ability to use the Services. In addition, PLI reserves the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates this provision, or otherwise posts UGC which PLI in its sole discretion deems inappropriate or unacceptable, including without limitation, removing the offending communication or prohibited UGC from the Services and reporting such violators to the appropriate legal authorities. Prohibited UGC includes, but is not limited to, UGC which, in PLI's sole judgment:

- is unlawful or promotes or encourages illegal activity or abusive conduct;
- violates the property, privacy and publicity rights of others;
- is patently offensive or otherwise grossly objectionable, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- is threatening, obscene, defamatory, vulgar, malicious, or libellous;
- solicits personal information from anyone under the age of 18;
- includes material that exploits people under the age of 18 in a sexual or violent manner;
- displays pornographic or sexually explicit material of any kind or contains a link to an adult website containing any such material;
- involves the transmission of "junk mail," "chain letters," "spam," or any other unsolicited mass mailing, emailing, or other communication (i.e. "spimming" or "spamming");
- is false or misleading;
- violates PLI's or a third party's intellectual property or proprietary rights;
- includes any pirated computer programs or links to them;
- includes information which circumvents any copy-protection devices;
- includes pirated materials (music, video, photographs, etc.) or links to such pirated files;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities (i.e. making or buying illegal weapons, planning or carrying out acts of terror, violating someone's privacy, or providing or creating computer viruses);
- solicits passwords or personally identifiable information;

- includes a photograph of another person that You have posted without that person's consent;
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); and/or
- involves commercial activities or constitutes or includes any unauthorized promotion, sales or other commercial activity such as contests, sweepstakes, barter, advertising, or pyramid schemes;

Even though all of the above UGC is strictly prohibited, it is possible You will still be exposed to such items while using the Services before PLI is able to address such prohibited UGC. If so, neither PLI, nor any of its officers, directors, employees, members, shareholders, advertisers, or corporate partners will in any way be responsible for any damages (to or from any party) caused You related to any such exposure as You understand that by accessing and using the Services You may be exposed to such prohibited UGC and other content from a variety of sources that may be inaccurate, offensive, indecent, objectionable, and otherwise not in conformance with the above rules. You hereby waive any and all legal or equitable rights or remedies You have or may have against PLI with respect thereto.

#### **11. Removal of UGC**

PLI may, but shall have no obligation to, investigate, monitor, review, modify, delete and/or remove any UGC You include in Your Profile, or otherwise post on or through the Services that PLI, in its sole judgment, believes violate these TOS. PLI assumes no responsibility to monitor or review End Users' use of the Services for inappropriate UGC or conduct. If at any time PLI chooses, in its sole discretion, to monitor or review End Users' use of the Services, PLI shall assume no responsibility for the UGC, and no obligation to modify or remove any inappropriate UGC nor any responsibility for the conduct of the End User submitting any such UGC. We reserve the right to preserve a record of any such UGC and turn all or a portion thereof over to law enforcement officials. PLI reserves the right take appropriate legal action against anyone who, in PLI's sole discretion, violates these TOS and will make reports to applicable law enforcement agencies as PLI, in its sole discretion, deems appropriate.

#### **12. Prohibited Conduct**

You are solely responsible and liable for Your acts or omissions made on or through the use of the Services. Your authorization to use and PLI's provision of the Services is conditioned upon Your proper use of the Services. Therefore, You agree that You shall NOT engage in any activity which PLI in its sole discretion deems inappropriate or unacceptable, including but not limited to the following:

- illegal activity or any activity prohibited in these TOS;
- use these Services in any manner inconsistent with or in violation of these TOS as well as all applicable local, state, national or international laws and/or regulations having the force of law;
- upload, post, or otherwise transmit UGC in violation of PLI's rules relating to "Prohibited Content" as set forth in these TOS (i.e. upload, post or otherwise

transmit any UGC that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party);

- upload, post, or otherwise transmit any UGC that You do not have a right to transmit under any law or contractual or fiduciary relationship;
- upload, post, or otherwise transmit third party content without such third party's prior written consent, or content that falsely expresses or implies such consent;
- harm minors in any way;
- "stalk" or otherwise harass another;
- use other End Users' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by such other End Users;
- impersonate another person or entity or create a false or misleading identity;
- falsely state or otherwise misrepresent Your affiliation with any person or entity;
- use the account, user ID, or password of another End User at any time;
- transmit, email, post or upload any UGC that contains in any form software viruses or such programs as including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- engage in any activity that is deemed by PLI to be libellous, defamatory or slanderous;
- transmit, email, post or upload any UGC that contains software designed to monitor or persistently reside in or on any computer software or hardware or telecommunications equipment;
- interfere with, disrupt or create an undue burden upon the Services or servers and/or networks connected to the Services;
- interfere with, disrupt or create an undue burden upon another End User's use and enjoyment of the Services;
- use the Services in any manner that could damage, disable, overburden or impair the Services;
- attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
- harvest or collect email addresses or other contact information of End Users, including user IDs, from the Services by electronic or other means;
- modify, adapt, translate, or reverse engineer any portion of the Services, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services;
- reformat or frame any portion of the web pages that are part of the Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Services;
- disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation;
- upload, post, or transmit unsolicited commercial email or "spam" or engage in any practice that is in any way connected with "spam";

- use the Services as a forwarding service to another website;
- import, export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions;
- sell or otherwise transfer Your Profile;
- engage in any other activity deemed by PLI to be in conflict with the spirit or intent of these TOS;
- make any automated use of the Services
- advertise or solicit third party products and services, including Your own, to other End Users;
- display an advertisement or accept payment or anything of value from a third party in exchange for Your performing any activity on or through the Services on behalf of that third party;
- circumvent, disable or otherwise interfere with security features of the Services or features that prevent or restrict use or copying of any content or enforce these TOS; and/or
- send more messages through the Services in a given period of time than a single human can reasonably manually produce in the same period by using a conventional on-line web browser sending one message at a time.

### **13. Removal for Improper Conduct**

PLI may, but is under no obligation to, monitor Your conduct with respect to Your use of the Services for violations of these TOS. PLI may remove any or all of Your UGC posted on or through the Services and/or terminate Your access to or communications through the Services if PLI suspects a violation of these TOS. PLI may also suspend or terminate Your access to the Services, if PLI deems it necessary in order to protect the Services, or PLI, its parent, affiliates, directors, officers, agents and employees from any form of harm.

### **14. Privacy Policy**

We take Your privacy very seriously and the collection and use of personal information is governed by our Privacy Policy. For more information on what information we collect and how we use such information, click [here](#) to review the PLI Privacy Policy (the "Privacy Policy"), which is incorporated into these TOS by reference. In the event of any inconsistency between these TOS and the Privacy Policy, these TOS shall control.

### **15. Communications With PLI**

PLI welcomes Your feedback. PLI encourages communication between the PLI community and is open to suggestions made by End Users. By submitting unsolicited suggestions, You agree that PLI may (but shall have no obligation to) use, modify, distribute, copy and otherwise exploit such suggestions in any manner, as FSC sees fit, without restriction or limitation of any kind, and You grant to PLI a paid-in-full, perpetual, irrevocable, royalty-free license to do so and to allow others to do so, and agree not to permit or prosecute any action or lawsuit on the ground that PLI's use or alleged use of a suggestion infringes any of Your rights.

## **16. Non-electronic Copy**

You have the right to receive these TOS in non-electronic form. You may request a non-electronic copy of these TOS at anytime. To receive a non-electronic copy of these TOS, please send Your request along with a self-addressed stamped return envelope to PLI's Contact address listed below.

## **17. Subscription Fees & Other Charges**

PLI charges no subscription fee to access the Services or for the use of the Services. You acknowledge that PLI reserves the right to initiate a charge for the Services and to change its fee structure, with commercially reasonable notice to You, at anytime, in its discretion. If PLI terminates Your authorized End User status because You have breached these TOS, You shall not be entitled to a refund of any unused portion of any applicable fees or charges (as described herein).

You are solely responsible for all data and/or connectivity charges that arise from the use of the Services via Your Devices.

## **18. Digital Millennium Copyright Act**

**Notice of Infringement** – PLI takes intellectual property rights very seriously and demands the same from its End Users. If you are a copyright owner and have a good faith belief that any material posted on or through the Services infringes on your copyrights, you may send PLI's designated Copyright Agent a written notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C. 512 , "DMCA"). The notice of infringement must contain the information specified below in the following format:

- a.) identify in sufficient detail the copyrighted work claimed to have been infringed; if multiple copyrighted works are covered by a single notice of infringement letter, provide a representative list of such works;
- b.) identify in sufficient detail the material that is claimed to be infringing and information reasonably sufficient to permit PLI to locate the material on the Services (e.g. provide the Uniform Resource Locator, "URL" of the material claimed to be infringing);
- c.) provide information reasonably sufficient to permit PLI to contact you (e.g. a street address, telephone number, and email address if available);
- d.) provide a statement that you have a good faith belief that the use of the copyrighted material in the manner described in the notice letter is not authorized by the copyright owner, its agent, or the law;
- e.) provide a statement, made under penalty of perjury, that the information provided in the notice letter is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- f.) provide the physical or electronic signature of the copyright owner or someone authorized to act on the owner's behalf.

The notice of infringement letter must be submitted to PLI's Designated Copyright Agent



by mail, fax, or E-mail as set forth below.

Practising Law Institute, Inc:  
Attn: Designated Copyright Agent  
810 Seventh Avenue  
New York, New York 10019, U.S.A.  
Telephone: +1 (212) 824-5700  
Facsimile: +1 (212) 824-5972  
Email: DMCANotice@PLI.edu

Be advised that failure to comply with all of the above requirements may invalidate your Notice of Infringement under the DMCA.

PLI's response to a proper Notice of Infringement will be to remove or disable access to the UGC claimed to be infringing and notify the alleged infringer of your claim so he/she can submit a Counter Notice to PLI.

**Counter Notice** – If UGC You posted on or through the Services was removed or access was blocked and You have a good faith belief that it is not infringing on any copyrighted material, You may send PLI a written, Counter Notice pursuant to section 512 of the DMCA. The Counter Notice must contain the information specified below in the following format:

- a.) identify in sufficient detail the material that PLI has removed or to which PLI has disabled access and the location of the material (e.g. the URL) before it was removed/disabled;
- b.) provide Your name, address, telephone number and email address;
- c.) a statement that You consent to the jurisdiction of the Federal District Court in which your address is located, and a statement that You will accept service of process from the person who provided notification of the alleged infringing activity;
- d.) provide a statement, made under penalty of perjury, that You have a good faith belief that the material was removed/disabled as a mistake or misidentification of the material; and
- e.) provide Your physical or electronic signature.

The Counter Notice must be submitted to PLI's Designated Copyright Agent by mail, fax, or E-mail as set forth below.

Practising Law Institute, Inc:  
Attn: Guy Alvarez  
810 Seventh Avenue  
New York, New York 10019, U.S.A.  
Telephone: +1 (212) 824-5700  
Facsimile: +1 (212) 824-5972  
Email: DMCANotice@PLI.edu

Be advised that failure to comply with all of the above requirements may invalidate Your Counter Notice under the DMCA. If the Copyright Agent receives Your valid Counter Notice, PLI may restore Your removed UGC or cease disabling it within 10 - 14

business days, unless PLI receives notice from the alleged copyright owner (who filed the initial Notice of Infringement) that said party has filed a court action seeking to stop Your alleged infringement.

#### **19. Trademarks**

The brand name & logos are trademarks of PLI in the United States and in various jurisdictions where PLI operates around the world. The absence of a name or logo in this list does not constitute a waiver of any and all intellectual property rights that PLI has established in any of its product, feature, or Services names or logos.

#### **20. Unauthorized Hyperlinks, “Framing”, etc.**

Unauthorized hyperlinks, "Framing" and site references are prohibited unless expressly authorized by PLI. No one may hyperlink the Services, or portions thereof, (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to a third party web site for any reason. Further, You are not allowed to reference PLI's domain names, or any page of the Services, in any commercial or non-commercial media without PLI's express written permission. You are also prohibited from “framing” the Services (e.g. You are prohibited from removing or obstructing any content or sponsorship banners or other material anywhere on the Services). You specifically agree to cooperate with PLI to remove or de-activate any such activities and are liable for all related damages.

#### **21. Linked Third Party Sites**

The Services may link You to other web sites on the Internet. These links are provided for Your convenience only. These third party sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of PLI and You acknowledge that (whether or not such sites are affiliated in any way with PLI) PLI is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by PLI or any association with its operators. Further, PLI cannot ensure that You will be satisfied with any products or services that You purchase from any third party site that links to or from the Services since those other sites are owned and operated by independent third parties. Unless otherwise explicitly specified by PLI in writing, PLI does not endorse any of the products or contents, nor has PLI taken any steps to confirm the accuracy or reliability of any of the information contained in such third party sites. PLI does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) You might be requested to give any third party, and You irrevocably waive any claim against PLI with respect to such sites. We strongly encourage You to make whatever investigation You feel necessary or appropriate before proceeding with any online dealings/transaction with any of these third party sites.

#### **22. Term & Termination**

These TOS will remain in full force and effect while You use the Services or are a

registered End User. You may terminate Your relationship with PLI at any time, by emailing your username and password to PLILawCenters@pli.edu. PLI may also terminate this relationship for any reason, at any time. If PLI terminates this relationship or suspends/terminates Your access to the Services because You have breached these TOS, You will not be entitled to any refund of unused fees (if any). Once Your relationship with PLI terminates, You will have no right to use the Services. Even after Your relationship is terminated, certain sections of these TOS will remain in effect. PLI's proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any such termination. PLI may also, in its sole discretion and at any time, discontinue temporarily or permanently providing the Services, or any part thereof, with or without notice. You agree that any termination of access to the Services under any provision of these TOS may be effected without notice, and acknowledge and agree that PLI may immediately deactivate or delete Your account and all related information and files in Your account and/or bar any further access to such files or the Services. Where possible, PLI will use reasonable efforts to give End Users fair notice of termination or suspension of their access to the Services. You further agree that PLI shall not be liable to You or any third party for any termination or suspension of access to the Services or modification of the Services.

### **23. Disclaimer Of Warranties**

You agree that Your use of the Services is entirely at Your own risk. The Services, and all materials, information (including, without limitation, text, graphics, links or any information or materials obtained or accessed through the Services), and products included therein are provided "as is", "with all faults", "as available", with no warranties whatsoever and therefore PLI expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, freedom from computer virus, title, and non-infringement of intellectual property and/or proprietary rights. PLI disclaims any responsibility for the accuracy, completeness, legality, reliability, or operability of information, content or materials on the Services, the functionality of the Services or the availability of the Services. PLI cannot and does not guarantee and does not promise any specific result from use of the Services. No advice or information, whether oral or written, obtained by You from PLI, or from or through the Services shall create any warranty not expressly stated herein. You have no right to rely on any information contained herein as accurate. PLI makes no such warranty. PLI does not warrant or make any representations, regarding the results of the use of the information materials, software, facilities, Services or other content on the Services or any sites linked to the Services in terms of their correctness, accuracy, timeliness, reliability, or otherwise. PLI does not warrant that the functions and features made available through the Services will be available, uninterrupted or error-free, that defects will be corrected, or that its servers are free of viruses or other harmful components. PLI expressly disclaims any and all responsibilities and liability for the conduct of any other End User, and expressly disclaims that UGC inputted by other End Users is either correct or accurate. PLI is not responsible for the conduct, whether online or offline, of any End User or other users of the Services. Under no circumstances will PLI be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of

the Services, any UGC posted on or through the Services or transmitted to End Users or other users, or any interactions between or among End Users or other users of the Services, whether online or offline. PLI takes no responsibility for third party advertisements which are posted through the Services, nor does it take any responsibility for the goods or services provided by its advertisers. Some states do not allow the exclusion or limitation of implied warranties, so the above disclaimers and exclusions may not apply to You. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply to You, the above exclusions will apply to You only to the extent permitted by applicable law.

#### **24. Limitation On Liability**

Your use of the Services is at Your sole risk. PLI is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, on account of technical problems or traffic congestion on the Internet or at any website or combination thereof. PLI assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or End User communications.

Under no circumstances will PLI, its parents, subsidiaries, and affiliates, and their respective owners, officers, managers, end users, agents, and employees, be liable to You for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or losses (including without limitation loss of profits, revenue, goodwill, use data, or other intangible losses), whether based in contract, tort, strict liability, or otherwise, arising out of or in connection with use of, or inability to use, the Services, whether or not PLI has been advised of the possibility of such damages or loss. Such limitations of liability shall apply (i) whether the damages arise from the Services or from the interruption, suspension, or termination of the Services (including such damages incurred by third parties), and (ii) notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law. If You are dissatisfied with any part of the Services, your sole and exclusive remedy is to discontinue use of the Services. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to You. In such states, under no circumstances shall PLI be liable to You for any amount exceeding twenty five dollars (\$25.00) or the minimum amount allowed by law in the applicable jurisdiction.

#### **25. Indemnification**

You agree to indemnify and hold PLI and its parents, subsidiaries, and affiliates, and their respective owners, officers, managers, End Users, agents, and employees forever harmless and to defend (at PLI's request) them, against any third party claims arising from or in any way related to Your posting, transmittal, or creation of UGC on the Services, or any breach of Your representations and warranties set forth herein, including any liability or expense arising from all claims, liabilities, losses, damages (actual and consequential), suits, judgments, litigation costs, expenses, and attorneys' fees, of every kind and nature. In such a case, PLI will provide You with written notice of such claim, suit or action.

## **26. End User Disputes**

While PLI reserves the right, but has no obligation, to monitor or moderate disputes between You and other End Users, You are solely responsible for Your interactions with other End Users.

## **27. Miscellaneous**

### **27.1 Entire Agreement**

These TOS constitute the entire agreement between You and PLI regarding the use of the Services and the subject matter hereof. These TOS supersede and replace all prior versions of the same or contemporaneous understandings, whether written or oral, regarding such subject matter.

### **27.2 Applicable Law, Jurisdiction & Venue**

These TOS are governed by and construed in accordance with the laws of the State of New York (United States), without giving effect to its conflict of laws provisions or Your actual state or country of residence unless Your country mandates its own laws. For the resolution of disputed matters arising under or in connection with these TOS or otherwise from Your use of the Services, You agree to submit to the personal and exclusive jurisdiction and venue of the courts located in New York, New York (United States) unless Your country mandates its own venue. Notwithstanding any of the foregoing, You agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action accrues; otherwise, such cause of action shall be permanently barred.

### **27.3 Notices**

PLI may provide You with notices regarding the Services or these TOS by regular mail, email, or postings on or through the Services.

### **27.4 No Agency**

There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between You and PLI or between PLI and any other End User or user of the Services.

### **27.5 Legal Compliance**

You shall comply with all applicable domestic and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding Your use of the Services. PLI makes no representation that UGC posted on or through the Services are appropriate or available for use outside the United States, its territories, possessions and protectorates. If You choose to access the Services from such foreign locations You do so on Your own initiative and at Your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of UGC exported to or from the United States or the country from which You reside.

### **27.6 Severability**

These TOS operate to the fullest extent permissible by applicable law. If any provision of these TOS shall be held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms to the extent they are unlawful, void or unenforceable and shall not affect the

validity and enforceability of any of the remaining portions of that provision or any of the other provisions of these TOS.

#### **27.7 Assignment**

You shall not assign these TOS or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without PLI's prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

#### **27.8 Force Majeure**

Without limiting the foregoing, under no circumstances shall PLI be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

#### **27.9 Waiver**

The failure of PLI to exercise or enforce any right or provision of these TOS shall not operate as a waiver of such right or provision. Any waiver of any provision of these TOS by a party will be effective only if in writing and signed by a party.

#### **27.10 Headings**

The section headings in these TOS are for convenience only and have no legal or contractual effect.

#### **27.11 Contacting PLI**

Should You wish to contact PLI about Copyright, Privacy or any other reasons that have been outlined in these TOS, You may do so by one of the following methods:

Practising Law institute Inc: R&D Dept.  
810 Seventh Avenue  
New York, New York 10019, U.S.A.  
Telephone: +1 (212) 824-5700  
Facsimile: +1 (212) 824-5972  
Email: DMCANotice@PLI.edu