

Terms of Service

1. Introduction.

eLegal Training is committed to the creation of an electronic learning community focused on elevating a lawyer's ability to attract and retain clients through education, referrals, delivery of added value, peer discussions and the sharing of ideas and information. We consider this learning community model to be the best way to offer valuable educational content, encourage the sharing of best practices, provide added value to law firm clients, and guide each subscribers' educational pursuits. We need rules that clearly state expectations and that enable a safe and productive learning and peer exchange platform for all subscribers, instructors, clients and law firms. These terms apply to all your activities on the eLegal Training website, its third party providers, its APIs and other related services.

1.1. Effective Date. The effective date of this Agreement is June 1, 2019.

1.2. Agreement. eLegal Training, LLC ("eLegal Training" or "**Company**") recommends that you read the following terms and conditions carefully. By accessing or using the ELegal Training website, the ELegal Training Service, including any software applications made available by ELegal Training, such as the ELegal Training mobile device application (together, the "**Website**" or "**Service**"), however accessed or used, you agree to be bound by these terms (the "**Terms of Service**" or the "**Agreement**"). By clicking on the "log in" or "create account" button or otherwise making use of the Website or Service, you agree to be bound by this Agreement, constituting a legally binding contract between ELegal Training and you concerning your use of the Service.

1.3. Paid Software and Content. In addition to this Website, ELegal Training provides paid for legal-education content and, in some cases, access to the eLegal Training learning management system (LMS site) which is provided either directly by eLegal Training, LLC or through a third-party provider. Additional terms apply to your use of this software and content. See Section 7 (Software as a Service) for full details.

1.4. Separate Privacy Policy. By using the Service, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and eLegal Training, LLC's Privacy Policy (the "**Privacy Policy**"), which is incorporated into this Agreement by reference. The Privacy Policy is available at <https://www.eLegal Training.com/about/privacy>.

1.5. No Permission Without Agreement. *If you do not understand this Agreement, or do not agree to be bound by it or by the Privacy Policy, you may not access or use the Service, and you must immediately stop accessing or using the Service.*

1.6. Arbitration and Remedies. *These terms contain a mandatory arbitration-of-disputes provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class*

actions, and also limits the remedies available to you in the event of a dispute. See Section 21 (Dispute Resolution) for full details.

2. Privacy Policy. By using the Service, you consent to the collection and use of certain information about you, as specified in the Privacy Policy discussed in Section 1.4 (Separate Privacy Policy). ELegal Training encourages users of the Service to frequently check the Privacy Policy for changes.

3. Changes to Agreement and Privacy Policy. *Internet technology and the applicable laws, rules, and regulations change frequently. ELegal Training reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version, or sending you a change notice). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately stop accessing the Service. Unless ELegal Training obtains your express consent, any revised Privacy Policy will apply only to information collected by ELegal Training after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.*

4. Eligibility.

4.1. By accessing and/or using the Service, including by doing so after accessing this Agreement, 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.

4.2. Corporate Use. If you are using the Service on behalf of a company, organization or partnership, you represent and warrant that you are authorized to act and enter into contracts on behalf of that company, organization or partnership.

5. No Attorney-Client Relationship. While Company provides training materials and software for legal education, Company is not a law firm. You agree that neither this Agreement nor anything else forms an attorney-client relationship between you, on the one hand, and Company or its staff on the other.

6. License. Subject to your compliance with these Terms of Service, as well as any separate agreement you enter into, Company grants you a non-exclusive, non-transferable license to access the Company websites (located at the following URLs: <https://www.eLegal Training.com> and at <https://www.elegaltraining.TalentLMS.com>), and to use the Service, including the mobile application. This license is revocable, and you may not sub-license it. No part of the Service, including the Website, LMS site or mobile application, may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of Company. All rights not expressly granted in this Agreement are reserved by Company. Without limitation, this Agreement grants you no rights to the intellectual property of Company or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of Company, you have breached any provision of this Agreement.

7. **Software as a Service.** Company provides software as a service, access to a “branch site of the eLegal Training LMS system, group discussion forums, video conferencing, legal-education content and templates and other services (together, the “SaaS”).

7.1. **Individual Customers.** Individuals may sign up for the SaaS through the Website. Individuals agree to be bound by this Agreement, Company’s Privacy Policy, and any additional terms displayed during the signup process.

7.2. **Institutional Customers.**

7.2.1. **Separate Agreement.** Institutional customers, such as law firms and law schools, must agree to a separate contract (the “**Institutional Agreement**”). The Institutional Agreement will contain the full legal terms for the institution’s and its users’ use of the SaaS, including payment terms, the scope of software and professional services Company will provide, the term of the contract, support terms, confidentiality obligations, and other material terms.

7.2.2. **Relation to Other Agreements.** The Institutional Agreement complements both this Agreement and Company’s Privacy Policy, but if there is any conflict between agreements, the terms of the Institutional Agreement shall prevail. Individuals whose service is provided under an Institutional Agreement are also bound individually by this Agreement and Company’s Privacy Policy.

7.3. **Software Updates.** One major benefit of SaaS is that Company’s software is continually updated. To deliver this benefit, Company reserves the right, in its sole discretion, to update, modify, or remove features, functionality, or other aspects of its SaaS at any time.

7.4. **Downtime.** While Company takes commercially reasonable measures to keep its SaaS continuously available, the SaaS may be subject to unscheduled downtime. This Agreement does not include a Service Level Agreement; see also Section 18.1 (No Warranties). In addition, Company may take the SaaS offline briefly for occasional maintenance. Company will notify subscribers of these scheduled downtimes in advance.

8. **No Reliance on Third Party Content.**

8.1. Opinions, advice, statements, or other information made available through the Service by either eLegal Training’s consultants, coaches, instructors or third parties are those of their respective authors, and should not necessarily be relied upon. Those authors are solely responsible for their content. Company does not: (i) guarantee the accuracy, completeness, or usefulness of any information accessible on or through the Service; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any consultant, instructor, coach, author or that of any third party through the Service. Under no circumstances will Company be responsible for any loss or damage resulting from your reliance on information or other content posted through the Service transmitted to or by any third party.

9. Assumption of Risk; Release. *You knowingly and freely assume all risk when using the Service. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify eLegal Training, LLC, Sellers International, LLC, Group Dewey Consulting, or Quimbee.com and its stockholders, officers, directors, employees, agents, affiliates, consultants, representatives, sub-licensees, successors, and assigns (collectively, the “Company 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 Service.*

10. User Account, Accuracy, and Security.

10.1. User Account. To use the Service, you must register and create a user account (“Account”). An individual is permitted to create only one Account. During the Account-creation process, you will be asked to provide information that personally identifies you (“Personal Information”).

10.2. Account Information Accuracy. You represent and warrant that all user information you provide in connection with your Account and your use of the Service is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and accuracy by updating your personal Profile, or by submitting a message by emailing <mailto:info@elegaltraining.com>.

eLegal Training is a discussion forum and referral relationship building platform as well as a legal educational site. As such, the accuracy and completeness of your profile information is important to your credibility and the integrity of the system. You must use your law firm email account if you are subscribing under an institutional agreement. You agree that your profile information including your likeness, your email account address, photo, name, practice area, years practicing law, law firm, information about your experience and expertise, past clients, matters that you have handled, law school and other education and other information is accurate and complete and agree to maintain its accuracy throughout the term of your subscription. You further agree that you will not submit any fake content (including without limitation any account username, likeness, or profile information) to willfully and credibly impersonate another person, whether actual or fictitious. If Company believes in its sole discretion that the information you provide is not current, complete, or accurate, Company has the right to refuse you access to the Service, request that you update or correct the information or to terminate or suspend your access at any time, or all of the above. For additional information, see the Section concerning “User Ability to Access, Update, and Correct Personal Information” in Company’s Privacy Policy.

10.3. No Pseudonyms. You must use your full, real and complete name on ELegal Training; pseudonyms are not allowed. Any use of a pseudonym violates Section 10.2 (Account Information Accuracy) and is cause for suspension or deletion of your Account.

10.4. Account Security. You will also be asked to provide a username, password, and possibly other information to secure your Account. You may access your Account on up to two devices (e.g., a laptop and a tablet). (Please note that if you access your Account from two different web browsers, each web

browser will be treated as a separate device.) You are entirely responsible for maintaining the confidentiality of your Account's security information, including your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the Service. You agree to notify Company immediately of any unauthorized use of your Account. Company shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

10.5. Free Trial. eLegal Training sometimes engages in promotions which may include a free trial period or discounted subscription fee. In such cases, only one free trial or discount is permitted per person. You may not create additional Accounts (such as through the use of pseudonyms and alternate email accounts) for purposes of claiming additional free trials or discounts. Company reserves the right to terminate service to anyone who violates this policy.

11. Consent to Receive Electronic Communications from Company. eLegal Training provides an email account to each subscriber of the service and collects these email addresses and profile name for use in its separate email marketing system. By registering for the Service and providing your name, email, postal or residential address, and/or phone number through the Service, you expressly consent to receive electronic and other communications from Company, over the short term and periodically over the long term, including email communications. These communications will be about the Service, new product or service offers, promotions, educational information or practice tips and other matters. You may opt out of receiving electronic communications from the email marketing service only at any time by following the unsubscribe instructions contained in each communication, or by sending an email to info@eLegalTraining.com. You may NOT opt out of receiving emails delivered through the integrated email account on the service. You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

12. Fees.

12.1. Subscription Fees. As discussed in Section 7 (Software as a Service), ELegal Training is a paid service.

12.2. Automatic Billing. Company will bill your Subscription fees automatically to the payment method you designate when signing up.

12.3. Automatic Renewal. Unless you cancel your Subscription (see Section 12.4 (Cancellation)), your Subscription will renew automatically at the end of its term. Please see Section 12.4 (Cancellation) and, for institutional customers, your Institutional Agreement (see Section 7.2.1 (Separate Agreement)).

12.4. Cancellation.

12.4.1. How to Cancel. Subscriptions can be cancelled anytime after the initial 12 month subscription period. To cancel your SaaS subscription, contact Company by emailing info@eLegalTraining.com. Your cancellation is not effective until a Company representative confirms it.

12.4.2. Effect of Cancellation. Once your cancellation is confirmed by Company, then Company will not bill you further, but Company will not refund you for any remainder of that 12 month term. Company will terminate your access to the SaaS at the end of your billing term.

12.4.3. Additional Termination Terms. Institutional customers' separate SaaS agreement contains additional termination terms; see Section 7.2.1 (Separate Agreement).

12.4.4. Website Terms Still Apply. These Terms of Service and the Privacy Policy still apply, in full, after your SaaS Subscription ends.

12.6. Reserved Rights for Company's Fees. Company reserves the right, in its sole discretion, to change the fees and charges in effect, or to add new fees and charges, by posting such changes or providing notice to you. All fees and charges are nonrefundable, and there are no refunds, nor are there credits for partially used subscription periods. Institutional customers should see their separate SaaS agreement for additional details on fee changes.

12.6.1. Decision Not to Require Performance. Company's decision not to exercise any specific right or require performance of any specific obligation under this Agreement, including collecting regularly recurring fees from you, shall not affect Company's later ability to exercise those rights or to require performance at any later time. Company's waiver of your breach shall not constitute a waiver of any later breach by you, or by any other user of the Service. By using the Service, you authorize Company or its payment processor to charge Company's fees to the payment method you provide, in addition to applicable sales and other taxes.

13. Third Party Websites. The Service is linked with the websites of third parties ("Third Party Websites"), some of whom may have established relationships with Company and some of whom may not. Company does not have control over the content and performance of Third-Party Websites. Company has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, Company does not represent, warrant, or endorse any Third-Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Websites. Company 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.

14. Your Responsibility for Defamatory Comments.

14.1. If you post defamatory statements to the Service, persons harmed by those statements may sue you and seek damages. Under Section 230 of the Communications Decency Act of 1996 (47 U.S.C.

Section 230, available at <https://www.law.cornell.edu/uscode/text/47/230>, Company cannot be held liable for your statements that are defamatory or otherwise legally actionable.

14.2. If you raise or file any claim against Company for conduct that a Court of Competent Jurisdiction (defined below at 21.1.3.) later finds to constitute an “exercise of a publisher’s traditional editorial functions,” or the legal equivalent, you agree to fully and immediately compensate Company for all losses, liability, damages, costs, and expenses, including without limitation all attorneys’ fees and expenses in defending the action and resolving the matter. If you fail to compensate Company for any such claim, you agree and authorize Company to report your Personal Information, including without limitation your unpaid claim, to consumer credit reporting services, collection agencies, and others.

15. Objectionable Content. You agree that you shall not use the Service to upload, post, transmit, display, perform, or distribute any content, information, or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other Company agreement or policy, including without limitation Company’s Privacy Policy; (i) disclose another’s personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contain images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); or (m) are generally offensive, rude, mean-spirited, or in bad taste, as determined by Company in its sole discretion (collectively, “Objectionable Content”). Company disclaims any perceived, implied, or actual duty to monitor content made available through the Service, and specifically disclaims any responsibility or liability for information provided on the Service. Without limiting any of its other remedies, Company reserves the right to terminate your use of the Service or your uploading, posting, transmission, display, performance, or distribution of Objectionable Content. Company, in its sole discretion, may delete any Objectionable Content from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

16. Prohibited Uses. Company imposes certain restrictions on your use of the Service. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited:

16.1. harassing or stalking any person, or contacting any person who has requested not to be contacted;

16.2. providing false, misleading, or inaccurate information to Company or to any other person in connection with the Service;

16.3. impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity;

16.4. modifying any advertisement posted through the Service;

16.5. harvesting or otherwise collecting information about users, including email addresses and phone numbers;

16.6. without express written permission from Company, using or attempting 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 Service for any use, including without limitation use on Third Party Websites;

16.7. accessing content or data not intended for you, or logging into a server or account that you are not authorized to access;

16.8. attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or breaching security or authentication measures without proper authorization;

16.9. interfering or attempting to interfere with the use of the Service by any other user, computer, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities;

16.10. using the Service to send unsolicited email, including without limitation promotions or advertisements for products or services;

16.11. forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Service (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers);

16.12. while using the Service, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising;

16.13. attempting 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 Company Parties in providing the Service, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Service to determine and/or audit advertising revenues and payments, if applicable;

16.14. creating additional accounts to promote your (or another's) business, or causing others to do so; and

17. Intellectual Property.

17.1. Compliance with Law.

17.1.1. You represent and warrant that, when using the Service, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to copyright and other intellectual property laws. 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.

17.2. **Trademarks.** ELegal Training, the ELegal Training logo, and the eLegal Training Tagline (collectively, the "**Company Marks**") are trademarks or registered trademarks of Company. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with the Service may be the trademarks of third parties. Neither your use of the Service nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Service will inure to the benefit of Company, and you agree to assign, and do assign, all such goodwill to Company. You shall not at any time, nor shall you assist others to, challenge Company's right, title, or interest in, or the validity of, the Company Marks.

17.3. **Copyrighted Materials; Copyright Notice.** All content and other materials available through the Service, including without limitation the ELegal Training logo, design, text, graphics, and other files, along with their selection, arrangement, and organization, are either owned by Company or are the property of Company's licensors and suppliers. Except as explicitly provided, neither your use of the Service nor this Agreement grant you any right, title, or interest in any such materials.

17.4. **DMCA Policy.**

17.4.1. As Company asks others to respect its intellectual property rights, Company respects the intellectual property rights of others. Company follows the notice and takedown procedures in the Digital Millennium Copyright Act ("**DMCA**").

17.4.2. If you believe content located on or linked to by the Service violates your copyright, please immediately notify Company by emailed DMCA takedown notice ("**Infringement Notice**"), providing the information described below. If Company takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party who made the content available at the most recent email address that party provided to Company.

17.4.3. Under the DMCA, you may be held liable for damages based on material misrepresentations in your Infringement Notice. You must also make a good-faith evaluation of whether the use of your content is a fair use; fair uses are not infringing. (See 17 U.S.C. Section 107, available at <https://www.law.cornell.edu/uscode/text/17/107>, and Lenz v. Universal Music Corp., No. 13-16106 (9th Cir. Sep. 14, 2015), available at <https://www.courtlistener.com/opinion/2937139/stephanie-lenz-v-universal-music-corp/>.) If you are not sure whether content located on or linked to by the Service infringes your copyright, you should first contact an attorney.

17.4.4. The DMCA requires that all Infringement Notices must include the following:

17.4.4.1. A signature, electronic or physical, of the copyright owner or a person authorized to act on the owner's behalf;

17.4.4.2. An identification of the copyright claimed to have been infringed;

17.4.4.3. A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit Company to find and positively identify that material;

17.4.4.4. Your name, address, telephone number, and email address; and

17.4.4.5. 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 the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on the owner's behalf.

17.4.5. Infringement Notices should be sent to info@eLegalTraining.com with the subject line "DMCA Notice: (INSERT YOUR NAME OR YOUR COMPANY'S NAME)".

17.4.6. Company will respond to all DMCA-compliant Infringement Notices, including, as required or appropriate, by removing the offending material or disabling all links to the offending material.

18. Disclaimers; Limitation of Liability.

18.1. No Warranties. Company, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Service, 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 Company nor its licensors or suppliers warrants that the Service will meet your requirements, or that the operation of the Service will be uninterrupted or error-free. Company disclaims all implied liability for damages arising out of the furnishing of the Service pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Service, whether caused by acts of commission or omission, or any other damage occurring. Company 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 Company, Company Parties, or ELegal Training users, or their agents or representatives.

18.2. Your Responsibility for Loss or Damage; Backup of Data.

18.2.1. You agree that your use of the Service is at your sole risk. You will not hold Company or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Service, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Service may contain bugs, errors, problems, or other limitations.

18.2.2. Importantly, you acknowledge that a catastrophic disk failure or other similar 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 back up your data to your personal computer or external storage device and to ensure such backups are secure.

18.3. Limitation of Liability. In no event shall Company or its licensors or suppliers be liable to you for any claims arising from your use with the Service, including without limitation 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 Company or its licensors and suppliers arising out of or in connection with your use of the Service. 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. 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 Company and you. The Service would not be provided without such limitations.

18.4. Application of Disclaimers. 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 Company or between you and any of Company'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. Company'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 Service or otherwise shall alter any of the disclaimers or limitations stated in this section.

19. Your Representations and Warranties. You represent and warrant that your use of the Service will be in accordance with this Agreement and any other Company policies, and with any applicable laws or regulations.

20. Indemnity by You.

20.1. Without limiting any indemnification provision of this Agreement, you (the "**Indemnitor**") agree to defend, indemnify, and hold harmless Company and the Company Parties (collectively, the "**Indemnitees**") from and against any and all Claims (as defined in Section 21 (Dispute Resolution)), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Company, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and Company, 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 Service; (iv) your provision to Company or any of the Indemnitees of information or other data; (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.

20.2. 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 Company Parties.

20.3. Without limitation, the Indemnitor also agrees to compensate Company for any and all lost revenues, future lost profits, reasonable search costs, and any other reasonable expenses resulting from any Indemnitor violation of Section 16 (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 Company Parties under any affiliate advertising agreement.

21. **Dispute Resolution.**

21.1. **Additional Definitions for Dispute Resolution.**

21.1.1. "**AAA**" means the American Arbitration Association.

21.1.2. "**Claim**" means any claims, actions, demands, causes of action, and other proceedings arising out of or relating to: (i) the relationship between you and Company, 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 Service; (iv) your provision to Company or any of the Indemnitees of information or other data; (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.

21.1.3. "**Court of Competent Jurisdiction**" means any federal or state court that has jurisdiction over the subject matter, and that is located in the State of California.

21.1.4. "**Lawsuit**" means a legal proceeding against a Party related to this Agreement.

21.2. **Binding Arbitration.** Any Claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, which are available at the AAA website <https://www.adr.org/aaa/faces/rules>, or by calling the AAA at 1-800-778-7879. Judgment on the arbitrator's award may be entered in any Court of Competent Jurisdiction. Claims shall be heard by a single arbitrator. The place of arbitration shall be Sacramento, California. The arbitration shall be governed by the laws of California. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The prevailing party shall be entitled to an award of reasonable attorney fees. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a

party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties.

21.3. No Joinder of Claims. You and Company agree that any arbitration shall be limited to each Claim individually. You and Company agree that each may only bring claims against the other in an 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 by a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party. Any election to arbitrate by one party shall be final and binding on the other. No arbitration shall be joined with any other arbitration. There is no right for any Claim to be arbitrated on a class-action basis, or to employ class action procedures. There is no right of authority for any Claim to be brought in a purported representative capacity on behalf of either the general public or any other individuals.

21.4. Judicial Remedies in Aid of Arbitration or Equitable Relief. As exceptions to Section 21.2 (Binding Arbitration), any Party may seek, in a Court of Competent Jurisdiction, provisional remedies in aid of arbitration (including orders to stay a court action, to compel arbitration, or to confirm an arbitral award) or equitable relief (including a temporary restraining order, preliminary injunction, or other interim or conservatory relief).

21.5. Frivolous Claims. If the arbitrator or a Court of Competent Jurisdiction finds that the substance of a Claim or the relief sought is frivolous, or that a Claim is brought for an improper purpose (as measured by the standards of Rule 11(b) of the Federal Rules of Civil Procedure and related case law), then the party bringing that Claim shall pay all arbitrator fees, attorneys' fees, and costs related to that Claim.

22. Termination.

22.1. By Company. *Without limiting any other provision of this Agreement, Company reserves the right to, in Company's sole discretion and without notice or liability, deny use of the Service 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.*

22.2. Automatic Termination Upon Breach by You. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. This termination is automatic, and does not require any action by Company.

22.3. By You. You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Company notice of your intention to do so, in the manner required by Section 23 (Notices).

22.4. Effect of Termination.

22.4.1. Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Service. Upon termination, Company may, but

has no obligation to, in Company's sole discretion, rescind any services and/or delete from Company's systems all your Personal Information and any other files or information that you made available to Company or that otherwise relate to your use of the Service. Upon termination, you shall stop any use of the Service.

22.4.2. After termination, Company reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Service, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

22.5. **Legal Action.** If Company takes legal action against you in connection with any actual or suspected breach of this Agreement, Company will be entitled to recover from you as part of such legal action, and you agree to pay, all reasonable costs and attorneys' fees. The Company 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.

22.6. **Survival.** Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Section 1.2 (Agreement), Section 2 (Privacy Policy), Section 4 (Eligibility), Section 6 (License), Section 8 (No Reliance on Third Party Content), Section 9 (Assumption of Risk; Release), Section 10 (User Account, Accuracy, and Security), Section 13 (Third Party Websites), Section 14 (Your Responsibility for Defamatory Comments), Section 15 (Objectionable Content), Section 16 (Prohibited Uses), Section 17 (Intellectual Property), Section 18 (Disclaimers; Limitation of Liability), Section 19 (Your Representations and Warranties), Section 20 (Indemnity by You), Section 21 (Dispute Resolution), Section 22 (Termination), Section 23 (Notices), Section 24.2 (Partial Invalidity), and Section 24 (General).

23. **Notices.** All notices required or permitted to be given under this Agreement must be in writing.

23.1. Company shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Company. You agree that any notice received from Company electronically satisfies any legal requirement that such notice be in writing.

23.2. You bear the sole responsibility of ensuring that your email address on file with Company is accurate and current, and notice to you shall be deemed effective upon the sending by Company of an email to that address.

23.3. You shall give any notice to Company by email to info@eLegal Training.com.

24. **General.**

24.1. **Entire Agreement.** This Agreement constitutes the entire agreement between Company and you concerning your use of the Service.

24.2. **Partial Invalidity.** Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, that decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full effect, and the parties acknowledge and agree that they

would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

24.3. **Amendments.** This Agreement may be modified only by a written amendment signed by an authorized executive of Company, or by the unilateral amendment of this Agreement by Company along with the posting by Company of that amended version.

24.4. **No Waiver.** A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

24.5. **Assignment.** This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Company. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

24.6. **Independent Contractors.** You and Company are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

24.7. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties; Company's licensors and suppliers (to the extent expressly stated in this Agreement); and to the extent stated in the following Sections: Section 8 (No Reliance on Third Party Content), Section 13 (Third Party Websites), Section 18.4 (Application of Disclaimers).

24.8. **Injunctive Relief.** 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 Company and Company's licensors and suppliers, and would therefore entitle Company or Company's licensors or suppliers, as the case may be, to injunctive relief.

24.9. **Interpretation.** The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

24.10. **Headings.** The headings in this Agreement are for convenience only, and shall have no legal or contractual effect.