

Bartlett Law PLLC

Terms & Conditions

Introduction

Welcome to our website (“Site”). This Site is owned and operated by Bartlett Law PLLC (“Bartlett LawTM”). This is a binding contractual agreement between you and Bartlett LawTM.

The Terms & Conditions (as defined below), and all rules for all sweepstakes, games and other contests are incorporated into one another by reference and are referred to individually and collectively as the “Agreement.”

Your visitation, registration for an account, access and/or use of this Site constitutes your acceptance of this Agreement (as defined below). Bartlett LawTM may modify the Agreement at any time without prior notice to you. Such modification shall be effective immediately upon the first of the following events to occur: (1) posting of the modified Agreement to the website, or (2) upon otherwise notifying you of the modified Agreement. You agree to periodically review the terms and conditions set forth in this Agreement to ensure that you are aware of any modifications.

You agree to do business with Bartlett LawTM electronically. By agreeing to do business electronically, you (i) consent to the electronic communication and delivery of all documents related to the Site and all other services provided via the Site; and (ii) agree that your act of clicking your consent to this Agreement is a binding form of your electronic signature, which you agree binds you to this Agreement and the Privacy Policy.

NOTIFICATION OF ARBITRATION CLAUSE AND CLASS ACTION/JURY TRIAL WAIVER

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION, AS SET FORTH BELOW.

Definitions

“Agreement” means these Terms & Conditions.

"Personally Identifiable Information" means any information that identifies a natural person, such as name, Social Security Number or other government-issued number, date of birth, address, telephone number, biometric data, and the like.

“Person” means a natural person, entity organized under the laws of a governmental authority or unincorporated association or organization, unless otherwise specified.

“Site” means any and all pages of the website (individually and collectively) you are viewing at the moment, and also includes any and all websites on which the Agreement is posted.

“User” or “you” or "your" refers to any and all natural persons who visit, create an account with, access or use this Site in any way imaginable, whether through existing technology or through technology not heretofore manufactured, devised or discovered, or who request, purchase, subscribe to, access, or otherwise use the services offered on this Site.

Security

You agree to keep your password confidential and not to distribute it or otherwise allow anyone other than you to access your account. Your password is the key to all of the information in your account.

Any communication you make on this Site or over the Internet, whether sent via e-mail, via a form on the Site, or a message board, etc., should be regarded as an insecure communication, unless we explicitly state on a particular web page that you can expect the communication to be secure or encrypted.

Refusal & Termination of Service

Bartlett Law™ reserves the right to terminate or refuse service to anyone, at any time, for any reason or no reason at all, without prior notice, including, without limitation, for violating any provision of this Agreement.

Export Control

You may not use or otherwise export or re-export the Site and/or its content, except as authorized by United States law. The Site and its content may not be exported or re-exported (i) into (or to a national or resident of) any U.S.-embargoed country, (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or (iii) to anyone on the U.S. Department of Commerce's Table of Denial Orders. You represent and warrant that you are not a resident or national of any such country on any such list, and are not

located in, under the control of, acting on behalf of or in concert with, a resident or national of any such country or on any such list.

License to Use the Site

Bartlett Law™ grants, subject to the terms of this Agreement, a limited, non-transferable, non-sublicensable, non-exclusive license to use the software, content and documentation which it owns, or of which it is a licensee, for the limited purposes accessing, exploring and using the Site in real time in a manner consistent with the terms of the Agreement.

Intellectual Property Rights in the Site

Unauthorized duplication of this Site, in whole or in part, or of any plans, designs, specifications, data or content made available from the Site (except as expressly authorized herein) is a violation of the Copyright Act of 1976.

Copyrights

Unless otherwise stated, Bartlett Law™ owns the copyright in this Site and is the owner or a licensee of the content hereon, including, without limitation, all “works” as defined in the Copyright Act of 1976, text, graphics, images, video material, audio material, audiovisual material, and other content, regardless of media format, whether now existing or hereafter arising (“Copyright Material”). The Copyright Material is protected by United States and international copyright laws. You may display and download portions of the Site solely for your own personal, non-commercial use. You agree not to change or delete any proprietary notices from materials downloaded from the Site. All other uses, including, without limitation, the reproduction, copying, modification, distribution, sale, lease, transmission, republication, performance, display, or any commercial use of the content on this site are strictly prohibited by law.

Trademarks

Bartlett Law™ is a trademark owned by Bartlett Law™ (individually and collectively the “Trademarks”). The Trademarks may not be used in any manner by any person or in connection with any product or service, without the express written authorization of an officer or director of Bartlett Law™. All other trademarks, service marks, and trade names are the property of their respective owners and are used on this site by virtue of a right or license from their respective owners.

Notice and Procedure for Making Claims of Copyright Infringement

Notice of Claimed Infringement

Pursuant to 17 U.S.C. § 512, claims of copyright infringement must be submitted to the following designated agent:

Rhett Bartlett
Bartlett Law PLLC

rhett@bartlettlawtx.com

To be effective, the notification must be a written communication that includes the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) A reasonably detailed description of the alleged infringing material, or, if multiple copyrighted works are alleged to be infringing, a representative list of such works on this website;
- (iii) A reasonably detailed description of where the alleged infringing material is located on this website;
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter-Notice

If you believe that your content that was removed pursuant to a Digital Millennium Copyright Act notice we received is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the content, you may send a counter-notice containing the following information to the Copyright Agent at the address listed above:

- (i) Your physical or electronic signature;
- (ii) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

(iii) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

(iv) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Travis County, Texas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

General Submissions

Bartlett Law™ values and encourages feedback. Pursuant to Bartlett Law™ policy, however, we do not accept or consider creative ideas, suggestions, or materials other than those specifically requested from you by Bartlett Law™, if you choose to send any creative submissions to us, whether at Bartlett Law™ request, or despite our request that you do not send submissions to us, then you hereby irrevocably assign and transfer to Bartlett Law™ any and all rights, throughout the universe, in and to each submission (including the individual elements of each submission), without any compensation therefore, including, without limitation, all domestic and foreign copyrights, trademark rights (and goodwill appurtenant thereto), patent rights, trade secret rights, know-how, and all other intellectual property rights and other rights, whether now existing or hereafter arising. To the extent moral rights may not be assigned or transferred, you hereby irrevocably waive enforcement of any and all moral rights. Bartlett Law™ shall be entitled to complete unrestricted use of the submissions and all content, data and information contained therein for any purpose, whether commercial or otherwise, without compensation to, or recognition or acknowledgment of, the author(s) or provider(s) of the submissions.

User Representations & Warranties

You represent and warrant that you are at least 18 years of age and have reached the age of majority in the location where you reside. You further represent and warrant that you possess the legal right and ability to enter into this Agreement and to use the Site in accordance with this Agreement. You agree to be financially responsible and otherwise responsible for your use of the Site, and to comply with your responsibilities and obligations as stated in this Agreement. You further agree to (i) provide true, accurate, current and complete information about you as requested by the forms available on this Site; and (ii) to maintain and update your information to keep it secure, true, accurate, current, and complete.

You further represent and warrant that you will not provide to us the name, address, email address, phone number, or other personal identifying information of any person under the age of 13.

Governing Law, Jurisdiction, & Venue; Arbitration

All uses of the Site, and all content contained herein, including, without limitation, any disputes arising under or related to this Agreement, shall be governed by and interpreted pursuant to the laws of the State of Texas and the United States of America without regard for conflicts of laws principles. All disputes arising under or relating to the Agreement and/or your visitation, access or use of the Site, shall be submitted to and resolved by binding arbitration in Harris County, Texas, and any award shall be confirmed exclusively in the courts situated in Harris County, Texas. You further irrevocably agree and consent to the exclusive jurisdiction and venue of the courts situated in Harris County, Texas for the purposes of reviewing, confirming or otherwise relating to any arbitration award, and you hereby expressly waive jurisdiction and venue in any other forum for such purposes. Any arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all findings of fact and conclusions of law, and shall be kept confidential and not disclosed for any purpose except as required by law, *e.g.*, disclosure to tax advisors for the purpose of filing a tax return. Any such arbitration shall include a written record of the arbitration hearing.

WAIVER OF CLASS ACTION/JURY TRIAL

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS OR PARTIES IN ARBITRATION, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, AND YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO FILE ANY SUCH CLAIM OR PARTICIPATE IN ANY PROCEEDING IN ANY SUCH CAPACITY. YOU FURTHER HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BARTLETT LAW FIRM™ AND ITS PARENT (IF ANY), SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THE FOREGOING'S PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, SHAREHOLDERS, OWNERS, ASSOCIATES, JOINT VENTURERS, CONTRACTORS, ATTORNEYS, INSURERS, AGENTS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS, ATTORNEY'S FEES, AND ALL OTHER

COSTS AND EXPENSES, IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO (I) YOUR ACTUAL OR ALLEGED BREACH OF THIS AGREEMENT (II) YOUR ACTUAL OR ALLEGED NEGLIGENT, WILFUL OR INTENTIONAL ACTIONS OR OMISSIONS ARISING OUT OF OR RELATING TO YOUR REGISTRATION, VISITATION OR USE OF THIS SITE; PURCHASE, POSSESSION, USE OR NONUSE OF ANY MERCHANDISE OR SWEEPSTAKES ENTRY AND/OR PURCHASE, POSSESSION, USE OR NONUSE OF SWEEPSTAKES WINNINGS; AS WELL AS YOUR PARTICIPATION IN ANY SWEEPSTAKES, CONTEST OR OTHER PROMOTION. THE INDEMNIFIED PARTIES MAY, AT THEIR SOLE DISCRETION, CHOOSE TO PARTICIPATE IN THE DEFENSE OR ANY MATTER OR CLAIM OR NEGOTIATED SETTLEMENT. NO SETTLEMENT THAT MAY HAVE THE POTENTIAL TO AFFECT AN INDEMNIFIED PARTY'S RIGHTS IN ANY WAY SHALL BE ENTERED INTO WITHOUT SUCH INDEMNIFIED PARTY'S PRIOR WRITTEN APPROVAL.

LIMITATION OF LIABILITY

ACCESS TO AND USE OF THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS. YOU AGREE THAT BARTLETT LAW FIRM™ AND ITS PARENT (IF ANY), SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THE FOREGOING'S PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, SHAREHOLDERS, OWNERS, ASSOCIATES, JOINT VENTURERS, CONTRACTORS, ATTORNEYS, INSURERS, AGENTS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY, THE "LIMITED PARTIES"), SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, OR FOR ANY INDEMNITY, REGARDLESS OF THE NATURE OR CAUSE OF THE DAMAGES OR INDEMNITY, THAT ARISE OUT OF OR RELATE TO YOUR VISITATION OR USE OF THIS SITE; PURCHASE, POSSESSION, USE OR NONUSE OF MERCHANDISE OR A SWEEPSTAKES ENTRY, OR THE OFFERING OF CONTENT, INFORMATION, GOODS, SERVICES, OR OTHER MATERIAL ON, OR ACCESSIBLE THROUGH, THIS WEBSITE AND/OR IN ANY EMAILS, NEWSLETTERS, OR IN ANY EXTERNALLY-LINKED THIRD PARTY SITE. WITHOUT LIMITING THE FOREGOING, THE LIMITED PARTIES SHALL NOT BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE, INCLUDING LOSS OF TIME, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OF EARNINGS, OR INJURY TO PERSON (INCLUDING DEATH) OR PROPERTY.

DISCLAIMER OF ALL OTHER WARRANTIES

ALL PRODUCTS, SERVICES, MATERIALS, INFORMATION, AND OTHER CONTENT ON THIS SITE ARE PROVIDED ON AN "AS IS" BASIS. Bartlett Law™ MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, NEITHER EXPRESS NOR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, MATERIALS, CONTENT, PRODUCTS, OR SERVICES

CONTAINED HEREIN. BARTLETT LAW FIRM™ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ALL TYPES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SITE USAGE POLICY

The Site may be used only for lawful purposes. The transmission, storage, routing, or presentation of any information, data or material in violation of any applicable local, state, or federal law or regulation, or in violation of this Site Usage Policy is strictly prohibited. Examples of such information, data, or material include unauthorized reproduction, publication, distribution or other use of copyrighted works, patents, inventions, trademarks, trade secrets; research, development, plans, materials or other data that are prohibited by the United States Export Control Regulations; or the dissemination of harmful, harassing, or fraudulent content. Any conduct by any user that constitutes harassment, fraud, stalking, abuse, or a violation of applicable law is strictly prohibited. Using the Site to perform, or solicit the performance of, any illegal activity is also strictly prohibited.

In addition to the forgoing, the following uses are strictly prohibited and all users agree not to engage in such conduct, directly or indirectly:

- a. Posting or transmitting any unsolicited advertising, promotional materials, junk mail, "spam," chain letters/emails, telephone calls or any other form of solicitation to anyone.
- b. Spamming any email address that appears on the Site.
- c. Posting any multi-level-marketing, pyramid scheme, "club membership," distributorship or sales representative agency arrangement or other business or commercial opportunity.
- d. Including any hidden text in your postings, including words in white or otherwise invisible font.
- e. Deleting or revising any material posted by any other person or entity.
- f. If you have a password allowing access to a nonpublic area of the Site, you are prohibited from sharing or disclosing it to any third party, and from allowing any third party to access the Site under your account.
- g. Using, or attempting to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, bots, avatars or intelligent agents) to navigate or search the Site, other than (i) the search engine and search agents available on the Site, and (ii) generally available third party web browsers.
- h. Accessing the Site by any means other than through the interface that is provided for use in accessing the Site.
- i. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising a part of the Site.
- j. Aggregating, copying or duplicating in any manner any of the materials or information available from the Site.
- k. Framing of or linking to any of the materials or information available from the Site.