

Terms of Service

Welcome to LGBS Production Web Site, a service provided by Linebarger Goggan Blair & Sampson, LLP (“LGBS,” “we” or “us”) to you (“you” and “your”). These Terms of Service (the “Terms”) govern your access to and use of functionality and services provided on the LGBS PRODUCTION WEB SITE (the “Services”), so please carefully read them before using the Services. By establishing an account you agree to be bound by these Terms and you confirm that you are using the Services either: (i) on behalf of the LGBS client with whom you are employed (the “LGBS Client”); or (ii) in the performance of your duties as an employee of LGBS. If you are employed by an LGBS Client, you are agreeing to these Terms on behalf of yourself and the LGBS Client and you represent that you have the authority to bind that organization to these Terms. If you are an employee of LGBS, you are agreeing to these Terms on behalf of yourself. In each case, “you” and “your” refers to you and, if applicable, the LGBS Client with whom you are employed.

1. Account Setup

An account is required to use the Services. During account setup, we require registration information, such as name, email address, account password, and related information. You must be of legal age to form a contract in order to use the Services. This registration information is protected by our [Privacy Policy](#), the most current terms of which are incorporated by reference.

2. Account Access and Security

Any information provided to you for your access to the Services is for your individual use only as an employee of LGBS or an employee of an LGBS Client. You are solely responsible for: (i) use of and access to your account by you; (ii) maintaining the confidentiality of your account details, including the password that you use to access your account; and (iii) any activity using your account, whether or not you authorized that activity. You should immediately notify LGBS of any unauthorized use of your account.

3. License Grant from LGBS

Subject to the terms and restrictions set forth in these Terms, LGBS grants you a non-exclusive, non-transferable license to use and access the Services solely to view and manage data accessible through the Services and to create reports regarding such data using the Services, in each case for the internal business purposes of (i) the LGBS Client with whom you are employed or (ii) LGBS, if you are an employee of LGBS. You shall not allow any third party to access the Services using your account, except as expressly authorized herein. You may not resell rights to your account. You shall not, or permit any third party to, directly or indirectly: (a) modify or create derivative works from the Services; (b) sublicense, lease or otherwise transfer your right to use the Services; or (c) use the Services to provide services to a third party. EXCEPT FOR THE FOREGOING LICENSE, OWNERSHIP OF ALL RIGHT, TITLE AND INTEREST IN AND TO THE SERVICES IS AND SHALL REMAIN WITH LGBS AND ITS SUPPLIERS.

4. Service Limitations

LGBS uses reasonable efforts to make the Services available 7 days a week 24 hours a day. However, LGBS does not guarantee availability of the Services, shall not have any liability to you for any unavailability of the Services, and is under no obligation to provide you with maintenance, technical support or updates for the Services.

5. Acceptable Use Policy

You agree to use the Services for their intended use in compliance with the following Acceptable Use Policy (“AUP”). You agree not to misuse the Services. For example, you must not, and must not attempt to, use the services to do the following things.

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, our computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, “scraping”);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- publish anything that is fraudulent, misleading, or infringes another's rights;
- promote or advertise products or services other than your own without appropriate authorization;
- impersonate or misrepresent your affiliation with any person or entity;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- violate the law in any way, or to violate the privacy of others, or to defame others.

6. Confidentiality

The LGBS PRODUCTION WEB SITE, the data accessed using the Services, reports generated using the Services and the “look and feel” of the web site are proprietary and confidential and should not be disclosed to anyone outside of your organization without the prior written consent of LGBS. However, you may disclose confidential information in accordance with judicial or other governmental order, provided you shall give LGBS reasonable written notice prior to such disclosure and shall provide LGBS with the opportunity to obtain a protective order or equivalent protection. Further, you shall not be liable to LGBS for disclosure of information which you can prove: (i) is already known to you without an obligation to maintain the same as confidential; (ii) becomes publicly known through no wrongful act of you; or (iii) is rightfully received from a third party without breach of an obligation of confidentiality owed to LGBS.

7. Account Features

LGBS may, in its sole discretion, change the Services, disable certain features or make additional features available to you from time to time. Some features may be made available under additional terms and conditions (“Additional Terms”), and such Additional Terms are incorporated by reference in these Terms, provided that in the event of any conflict between these Terms and the Additional Terms, the Additional Terms shall control.

8. Feedback

Any feedback provided by you regarding the Services (“Feedback”) is the proprietary and confidential information of LGBS, and you hereby assign all right, title and interest in and to such Feedback, including all intellectual property rights therein, to LGBS. You agree not to disclose or provide such Feedback to any third party.

9. Account Cancellations

You can cancel your account at any time by contacting LGBS at FeesandFinesWebAccess@lgbs.com. Your access to the account will be terminated upon cancellation. IT IS YOUR SOLE RESPONSIBILITY TO RETRIEVE INFORMATION STORED IN YOUR ACCOUNT PRIOR TO CANCELATION OR TERMINATION AND ON A PERIODIC BASIS. YOU ACKNOWLEDGE THAT LGBS SHALL NOT HAVE ANY LIABILITY TO YOU FOR YOUR INABILITY TO ACCESS DATA FOLLOWING CANCELATION OR TERMINATION OF YOUR ACCOUNT.

10. Term and Termination

Your rights to access and use the Services will terminate immediately without notice to you in the event that: (i) you breach these Terms; (ii) your account is cancelled; (iii) the LGBS Client with whom you are employed ceases to be a LGBS Client for any reason; or (iv) your employment with LGBS or an LGBS Client terminates for any reason. We reserve the right to suspend access to your account if your use of the Services disrupts, impedes or otherwise negatively impacts the operation of our Services or use of our Services by others. LGBS reserves the right in its sole discretion to take any other action that it deems necessary relating to use or misuse of the Services. Upon termination of your account, these Terms and the licenses granted to you shall cease and your rights to use and access the Services shall end. The liability limitations and protections afforded to LGBS as set forth in these Terms, the ownership provisions of these Terms, your representations and warranties, provisions which by their terms are to survive expiration or termination of these Terms, and the following Sections, shall survive termination or expiration of these Terms: “Confidentiality,” “Disclaimer of Warranties,” “Limitation of Liability,” “Indemnification” and “General.”

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. LGBS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT

LIMITED THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LGBS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL, UNDER ANY LEGAL THEORY, ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICES, EVEN IF LGBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to indemnify, defend and hold LGBS, its affiliated companies and their respective partners, officers, directors, employees, agents, licensors and suppliers harmless from and against all claims, liabilities, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of your failure to comply with these Terms

14. General

Modifications. LGBS may modify or amend these Terms at any time by sending you notice of such modification or amendment to the contact information provided during registration. Such amendments and modifications shall be effective upon notice if there is no material impact on your rights under these Terms. Your sole remedy if you do not accept revised Terms is to cancel your account with the Services.

Compliance with Laws. You agree to comply with any local laws and regulations regarding your right to use and access the Services.

Governing Law & Jurisdiction. These Terms shall be governed by and interpreted in accordance with the laws of the State of Texas exclusively, excluding its conflicts of laws principles. You agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods (1980) and its successors are excluded in their entirety from application to these Terms. The parties consent to the exclusive jurisdiction of and venue in the federal and/or state courts for Austin, Texas, for all claims arising out of or relating to these Terms or the relationship between the parties. Notwithstanding any law, rule or regulation to the contrary, you agree that any claim or cause of action you may have arising out of these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Assignment. Neither these Terms nor any rights or obligations of you hereunder may be assigned by you in whole or in part without the prior written approval of LGBS. Any assignment in violation of the foregoing shall be null and void.

Notices. Except as otherwise provided in these Terms, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered via

email to the originator of the account, in person, via overnight courier or certified mail. Such notice shall be considered to be received by you within 24 hours of the time it is emailed to you or sent via overnight courier unless we receive notice that the email or courier package was not delivered. If the notice is sent by mail, notice shall be effective five (5) days after it is sent.

Miscellaneous. These Terms constitute the entire and exclusive agreement between you and LGBS with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. The headings contained in these Terms are for reference only and shall not affect the meaning of any of the provisions of these Terms. Except as otherwise specifically stated in these Terms, the provisions herein are for the benefit of the parties and not for any other person or entity. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

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