



# Terms of Use

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## 2. Credentials & Passwords

You agree that at all times you shall keep confidential, maintain and control all user names and passwords used to limit your access to certain portions of the Site, and that you are exclusively responsible for all activities that occur in connection with such user names and passwords. You agree to immediately notify Archer of any disclosure to, or use of, any such user names or passwords by any other individual. Archer will not be liable for any loss or damage of any kind, under any legal theory, caused by your failure to comply with the foregoing obligations.

## 3. Privacy Policy

Any information, including personal information (e.g., your name, address, telephone number, e-mail address), that you transmit to the Site will be used by us in accordance with our Privacy Policy, which can be found [here](#).

## 4. Eligibility; Use of the Site; Restrictions

4.1. Eligibility to Use the Site. By using the Site, you represent and warrant that you are 18 years of age or older and competent to agree to these Terms.

4.2. Using the Site on Behalf of a Company or Organization. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are competent and authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

4.3. Restrictions. We maintain the Site for your informational and non-commercial personal use. Without limiting the foregoing, you may not: (1) use the Site in a commercial manner, including by distributing,

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**6.2. User Content.** When you post content on the Site, such as questions or comments in the customer discussions portion of the Site, or provide content to Archer, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn, excluding any such content that is part of non-public, attorney-client communications made through our Service (e.g., uploading documents via our client portal), (collectively, "User Content"), it belongs to you; however, you grant permission to Archer to use that User Content in connection with our Site and Services. Accordingly, you grant Archer a non-exclusive, unrestricted,



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## **10. Indemnity**

You agree to indemnify and hold Archer and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party that arise from your use or misuse of the Site, or breach of any warranty, covenant, representation or term contained in these Terms. Archer reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Archer in asserting any available defenses.

## **11. International Use**

Archer makes no representation that materials and content on the Site is appropriate or available for use in locations outside the United States, and accessing them from territories where the content or materials are illegal is prohibited. If you access the Site from locations outside of the United States you do so on your own initiative and you are responsible for compliance with local laws. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **12. Copyright Policy**

Archer respects the intellectual property rights of others and expects visitors to its Site to do the same. Archer will respond to notices of alleged copyright infringement that comply with applicable law and are properly



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### **13. Modifications to Service**

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### **14. Choice of Law and Forum**

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or relating to these Terms or your use of the Sites shall be filed only in the state or federal courts located in the State of New Jersey, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### **15. Severability and Integration**

This agreement, along with Archer's Privacy Policy, constitutes the entire agreement between you and Archer with respect to the Site and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and Archer with respect to the Site. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **16. Contact Information**

If you have any questions or should you need any additional information about issues relating to this website and/or technical manual, please contact us at [privacy@archerlaw.com](mailto:privacy@archerlaw.com).



