



Terms of Use

Archer & Greiner, PC ("Archer," "us" or "we") makes its website, www.archerlaw.com (the "Site") and its services (the "Services") available to you subject to the following Terms of Use ("Terms"), which may be updated by Archer from time to time without notice. Your permission to use our Site and Service is conditioned on compliance with these Terms and subject to suspension or revocation by us.

1. Acceptance of Terms

Please check these Terms periodically for changes. If you do not agree to the Terms, please do not use the Site. By using the Site, you acknowledge that you have read, understood and agree to these Terms. Your continued use of this Site following the posting of any changes to the Terms constitutes acceptance of those changes.

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,

transmitting or publishing the Site or any content on the Site; (2) interfere with others' use of the Site; (3) impair the Site's operation or interfere with or disrupt the servers or networks on which it operates; (4) interfere with Archer's exercise of its intellectual property rights; (5) frame or otherwise co-brand the Site or any content on the Site; (6) deep-link to any portion of the Site; or (7) use the Site for any illegal purpose. We reserve the right in our sole discretion to terminate or restrict your use of the Site, without notice, for any or no reason, and without liability to you or any third party. In such event, we may inform your Internet service provider of your activities and take appropriate legal action.

5. Archer Content

You acknowledge and agree that the Site contains certain information, such as articles, text, graphics, images, videos, links, and other materials (collectively, "Archer Content") that is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree that as between you and Archer, Archer is the owner of Archer Content. You may not reproduce, distribute, republish or retransmit any Archer Content or materials posted at the Site except as expressly permitted herein. Except as expressly authorized by Archer, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or Archer Content. Notwithstanding the above, you may print or download one copy of Archer Content or materials on the Site on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other Archer Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Archer is prohibited.

6. Posting Guidelines; User Content

6.1. Guidelines. Archer may host discussion boards, chats, and other public forums on the Site and Archer's social media accounts. Message boards, chats and other public forums are intended to serve as discussion centers for users of the Site. These are public forums and any information that you post on the Site may be seen by anyone on the Internet. You agree not to post any defamatory, abusive, profane, threatening, offensive, or illegal materials or information. You also agree not to post statements or materials that constitute junk mail, spam or unauthorized advertising, such as links to commercial products or services or any political campaigning. You also agree not to post any information or material protected by copyright, trademark or other proprietary right without the permission of the copyright, trademark, or proprietary right owner. Users shall be solely liable for any damage resulting from infringements of copyrights, trademarks, proprietary rights or any other harm resulting from such user's submission or post.

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,



irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any User Content and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, explicit terms of our Privacy Policy or applicable additional terms. As permitted by applicable law, and subject to any explicit terms of our Privacy Policy and applicable additional terms, you also irrevocably consent to our use and association of your name (and, if part of User Content, your likeness) in connection with your User Content, and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. Please be aware that posting User Content to publicly available portions of our Site will not be confidential or subject to the attorney-client privilege and such postings will be public-facing. Use caution in posting to public-facing portions of our Service. You represent and warrant that you have all the necessary rights to grant Archer the foregoing license for all User Content you submit in connection with the Site and will indemnify us for any breach of this representation and warranty.

7. Third-Party Sites/Information

The Site may provide links to, or information gathered from, other sites on the Internet. Archer makes no representations whatsoever about these sites or this information. Other sites linked to the Site may contain information or material that some people may find inappropriate or offensive. The provision of links to, or information gathered from, other sites on the Internet should not imply Archer's endorsement of any such sites or any association between Archer and these other sites' operators. These sites are not under the control of Archer, and you acknowledge that Archer, its affiliates, and its licensors are not responsible for the accuracy, legality, decency, copyright compliance, or any other content of, or gathered from, such sites. You also acknowledge that Archer, its subsidiaries, its affiliates, and its licensors shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content, goods or services available on or through any sites linked to the Site, or your transmission of information, including personal data, to third-parties through such other sites.

8. Disclaimer of Warranties

The Content on the Site is for informational purposes only. All content including, without limitation, materials, information, products, and services included in or available through the site, is provided "as is" and "as available" for your use. The content is provided without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Archer, its affiliates, and its licensors do not warrant that the content is complete, accurate, reliable or correct; that the site will be available at any particular time or location; that any defects or errors will



be corrected; or that the content is free of viruses or other harmful components. No advice or information, whether oral or written, obtained from content on the site or from other users will create any warranty not expressly made herein. In addition, any material downloaded or otherwise obtained through your use of the site is done at your own direction and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

9. Limitation of Liability

Under no circumstances shall Archer, its affiliates, or its licensors be liable for any consequential damages, including, without limitation, indirect, punitive, incidental or special damages, damages for loss of profits, goodwill, use, data or other intangible losses (even if Archer has been advised of the possibility of such damages), including, without limitation, any that result from: (i) the use of, or inability to use, the Site; (ii) your reliance on advice, information, or other content on the Site; (iii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or transactions entered into through or from the Site; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of any third party on the Site; or (vi) any other material relating to the Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Archer has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages Archer's liability in such jurisdictions shall be limited to the extent permitted by law.

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



provided to us. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide contact details to Archer using the information below and provide the following: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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 you are authorized to act on behalf of the copyright owner.

Archer reserves the right to remove content alleged to be infringing without prior notice and at its sole discretion. Archer may also terminate a user's account if the user is determined to be a repeat infringer. Archer's designated copyright agent for notice of alleged copyright infringement appearing on the Site is privacy@archerlaw.com.

13. Modifications to Service

Archer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or some or all of the content or services offered through the Site, with or without notice. You agree that Archer shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or some or all of the services offered through it.

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.



