

Terms of Use

Introduction

The content of Gmlaw.com ("Website") is intended to convey general information about Greenspoon Marder LLP, including its affiliated partnerships, (collectively, "Greenspoon Marder", the "Firm", "our", "we", or "us"). To assist you in using our Website, and to ensure a clear understanding of the relationship arising from your use of our Website and the services we may offer through our Website, we have created (i) these Terms of Use (the "Terms") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat personal information you provide to us through the Website, and our Terms govern your use of our Website.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

Agreement

These Terms govern your use of the Website. Please read these Terms carefully; they impose legal obligations on you and on Greenspoon Marder, and establish our legal relationship. By using our services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

Grant of Rights to Website Users.

Provided you comply with these Terms and our Privacy Policy, we grant you the right to access all areas of the Website for purposes of (i) learning more about our services; (ii) registering to receive alerts, e-vites, e-announcements and other materials; (iii) registering for Greenspoon Marder presentations and other events; and (iv) exchanging information in accordance with the functionality provided by our Website (collectively, "Permitted Purposes"). In addition, we grant you the right to print out a reasonable number of pages from our Website, and circulate to interested parties a copy of these pages, provided that (a) you use – and ensure others with whom you share copies use – the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Website. Apart from these express rights to use our Website and print out Website content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Website, or any materials we have made available on the Website.

Greenspoon Marder's Ownership and Reservation of Rights

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Website, including all associated intellectual property rights, are the property of Greenspoon Marder and its licensors, and are protected by copyright and other intellectual property laws, or are included based on principles of "fair use." Greenspoon Marder retains all rights with respect to the Website except those granted to you in these Terms in the **Grant of Rights to Website Users** section above.

Code of Conduct

As a condition to your use of the Website, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.
- Seek to obtain access to any materials or information through "hacking" or through any other means that we have not intentionally made available to you through the Website.

- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Website that you know or should know contain viruses, Trojan horses, worms, malware, exploits, root kits, keyloggers, malicious software, adware, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or Electronic materials – such as music, videos, games, images, and text in electronic form – can easily be copied, modified and sent over networks (such as the Internet). These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

We reserve the right at any time to terminate or suspend your access to the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

Disclaimers and Notices

Materials on this Website have been prepared by Greenspoon Marder for informational purposes only and do not constitute advertising, a solicitation or legal advice. Although this Website may provide information concerning potential legal issues, it is not a substitute for legal advice from qualified counsel. You should not and are not authorized to rely on this Website as a source of legal advice.

The information contained in this Website is provided only as general information that may or may not reflect the most current legal developments; accordingly, information on this Website is not promised or guaranteed to be complete. Greenspoon Marder EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE SITE. We make no warranties, representations or claims with respect to any of the information on this Website. Greenspoon Marder expressly disclaims all liability in respect to actions taken based on any or all of the content of this Website.

USE OF THIS WEBSITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. The use of our Website, including providing information through the Website, does not create any privilege or duty of confidentiality. Any email sent to Greenspoon Marder or its lawyers at e-mail addresses listed on this Website will not create an attorney-client relationship and will not be confidential. Please be further advised that making an inquiry through this Website, registering for a seminar, requesting email alerts or sending email or other correspondence to Greenspoon Marder or any of its attorneys will not create an attorney-client relationship. Please do not send us information you regard as confidential unless we establish a formal attorney-client relationship with you. By sending sensitive or confidential email messages that are not encrypted, you accept the risks of such uncertainty and possible lack of confidentiality.

Greenspoon Marder has a policy of entering into attorney-client relationships with its clients only in accordance with certain procedures which include executing an engagement letter and addressing professional responsibility conflicts as required by the Bar Associations of the states in which Greenspoon Marder maintains offices. You agree that your access of the Website or receipt of the Information, or your transmission of electronic mail to addresses on the Website, does not create an attorney-client relationship between you and Greenspoon Marder. You agree that you understand that any sensitive and confidential information you send prior to the establishment of a formal attorney-client relationship may not be kept privileged or confidential.

Greenspoon Marder does not wish to represent anyone desiring representation based upon viewing this Website in a state or other jurisdiction where this Website does not comply with all laws and ethical rules of that state or jurisdiction.

With respect to our services, prior results do not guarantee a similar outcome.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL GREENSPOON MARDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE GENERAL SITE.

Greenspoon Marder denies responsibility or liability for damages which may result from your access to or use of information on this Website.

Indemnity

You agree to defend, indemnify, and hold Greenspoon Marder and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

Third Party Websites

Some links within this Website lead you to other sites. Those other sites are provided for your convenience. Our links to those sites are not an endorsement of them or approval of content on them. Greenspoon Marder does not have control over those sites and is not responsible for their content; we do not verify or warrant the information on them. If you go to such another site, you assume any risk of doing so; and you will be subject to the terms, conditions of use and privacy policies of the third-party site.

General

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district that includes Fort Lauderdale, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Greenspoon Marder's failure to act with respect to a breach by you or others does not waive the Firm's right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Greenspoon Marder and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

If you have any questions regarding these Terms, please contact our General Counsel's office at:

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