

WEBSITE TERMS AND CONDITIONS OF USE

Effective Date: October 25, 2020

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This Terms of Use Agreement (the “Terms of Use” or “Agreement”) describes the terms and conditions applicable to your access and use of the Web site. You accept this Agreement by using the Web site or accessing any content available through the Web site (collectively, the “Content”). The Firm may revise this Agreement at any time by posting the revised Terms of Use on the Website, and you agree that your use of the Website after such changes will constitute your acceptance of such changes. Changes to this Agreement will not be applied retroactively.

1. **Limitations of Liability and Indemnification.** By using any services provided by the Firm, to the maximum extent permitted by applicable law, you agree that in no event will the Firm, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by www.manningcarroll.com or the Firm shall be a return of any fees paid to www.manningcarroll.com or the Firm for any services provided under this Agreement. To the maximum extent permitted by applicable law, you indemnify and agree to defend and hold harmless www.manningcarroll.com, the Firm, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of www.manningcarroll.com, including any breach by you of the Terms contained in this Agreement.
2. **Proprietary Rights.** The Website and the Content are the sole and exclusive property of the Firm and/or its licensors. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Website or the Content other than as expressly authorized by the Firm in writing. You hereby acknowledge and agree that, as between The Firm and you, all right, title, and interest in and to the Website and the Content shall be owned exclusively by The Firm. Use of the Website or the Content in any way not expressly permitted by this Agreement is prohibited.
3. **Permitted Uses.** So long as you agree and comply with the terms of this Agreement, and unless this Agreement is otherwise terminated by the Firm, the Firm invites you to view and/or print a

single copy of the Website and the Content. You agree that you will not remove or modify any acknowledgements, credits or legal notices contained on the Website or in the Content. Special terms may apply to some services offered on the Website and may be posted in connection with the applicable service, feature or activity. Any such terms are in addition to this Agreement and, in the event of a conflict, any such terms shall prevail.

4. **Additional Restrictions.** The Web site is only available for individuals aged 18 years or older. If you are 18 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. You agree not to access the Website by any means other than through a standard web browser on a computer or mobile device. You further agree that you will not damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of it.
5. **About the Information on this Site.** You should not construe The Firm's publication of the Web site as a warranty or guarantee of the quality or availability of any services. Any information sent to the Firm by Internet e-mail or through the Web site is not secure and is done so on a non-confidential basis. Transmission of information from this Web site does not create an attorney-client relationship between you and the Firm, nor is it intended to do so. The transmission of the Web site, in part or whole, and/or any communication with us via Internet e-mail through this site does not constitute or create an attorney-client relationship between us and any recipients.
6. **Fees and Payment.** As consideration for any purchase you make on the Web site, you shall pay Manning Carroll Law LLC all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. If the mailing address you provided us is in the United States, all payments will be charged and made in U.S. dollars. If the mailing address you provided us is outside the United States or any of its possessions or territories, all payments will be charged and made in your local currency. You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of security. You hereby authorize Manning Carroll Law LLC to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.
7. **Links to Other Sites.** The Web site may contain links to websites operated by other parties. The Firm provides these links to other websites as a convenience, and use of these sites is at your own risk. The linked sites are not under the control of the Firm, and the Firm is not responsible for the content available on the other sites. Such links do not imply the Firm's endorsement of

information or material on any other site and the Firm disclaims all liability with regard to your access to and use of such linked websites.

8. **Ownership, Copyrights, Trademarks, Licenses.** The Firm owns and retains all proprietary rights to the www.manningcarroll.com service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information or intellectual property of www.manningcarroll.com and the Firm. By submitting information to www.manningcarroll.com and the Firm you represent that you have the right to grant permission for use by www.manningcarroll.com and the Firm.

9. **Representations; Warranties; Indemnification.** The Firm provides the www.manningcarroll.com services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, the Firm does not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Websites; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

10. **Controlling Law.** This Agreement or any dispute arising from this Agreement is governed by the laws of Tennessee, without regard to provisions of conflicts of law.
11. **Binding Arbitration.** In the event of a dispute arising under or relating to this Agreement, the Content, or the Web sites (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. Each party understands the choosing arbitration eliminates the right to take the matter to court. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding ending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent us

from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

12. **Equitable Relief.** You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Tennessee, County of Davidson for purposes of any such action by us.
13. **Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.
14. **Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials on www.manningcarroll.com will be truthful. Your name, address and e-mail address are kept confidential, except where provided above.
15. **Privacy Policy.** By agreeing to these terms, you acknowledge that the Firm may collect, use and disclose your information as described in our Privacy Policy, also available on the Website
16. **Entire Agreement.** This Agreement constitutes your entire Agreement with www.manningcarroll.com and The Firm with respect to any services.
17. **Waiver.** The failure of Web site or T\the Firm to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Web site or the Firm must be in writing and signed by an authorized representative of the Firm.