

## MESERVY LAW, P.C. WEBSITE LEGAL NOTICES AND TERMS OF USE

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### 2. NO ATTORNEY-CLIENT RELATIONSHIP

Meservy Law 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 Association of the state in which Meservy Law maintains its office. You agree that Your access of the Meservy Law Site or receipt of the Information, or Your transmission of electronic mail to addresses on the Meservy Law Site, does not create an attorney-client relationship between You and Meservy Law.

### 3. OTHER MATTERS OF PROFESSIONAL RESPONSIBILITY

3.1 No Advertising or Solicitation. The Meservy Law Site is not intended to be an advertisement or solicitation, but may be deemed an ADVERTISEMENT in certain jurisdictions.

3.2 Sensitive Communications. You agree that electronic mail sent by You to Meservy Law will not be treated as confidential or invoke an attorney-client privilege; provided, however, that if You are an existing client of Meservy Law and You send an electronic mail to Meservy Law pertaining to a matter in which

Meservy Law then represents You, such electronic mail may be entitled to be treated as confidential or privileged. Notwithstanding the foregoing, You acknowledge that electronic mail and the Internet are generally insecure media of communication, and Meservy Law cannot guarantee the confidentiality of any electronic mail sent to or received by it or any information submitted by You to Meservy Law through the Meservy Law Site.

3.3 Authorized Jurisdictions. Meservy Law and London Meservy only practice law in the state of California. London Meservy is not certified (including as a specialist) by any professional or government authority. The listing of Areas of Legal Expertise on the Meservy Law Site is not intended to indicate any professional or governmental certification.

3.4 Principal Office; Responsible Attorney. Meservy Law's principal office is located in San Diego County. Meservy Law's responsible attorney for the Meservy Law Site is London Meservy.

3.5 No Guarantee or Warranty of Results. The Information may contain descriptions of matters in which Meservy Law successfully represented its clients. The results of these matters were dependent on their specific circumstances, and are in no way intended to be predictive of future results, even in similar circumstances, or offer any type of guarantee or assurance of outcome. Information pertaining to Meservy Law clients may not reflect the opinions such clients.

4. PRIVACY. With respect to information submitted or collected on the Meservy Law Site, You accept Meservy Law's privacy policy as set forth in this Section 4. This Section 4 does not pertain to, and Meservy Law is not responsible for the privacy practices of, any third party websites to which the Meservy Law Site hyperlinks. Certain areas of the Meservy Law Site may be subject to additional privacy-related provisions, links to which will be posted in those areas.

4.1 Activity Logging. When You use the Meservy Law Site, which may be hosted in part or its entirety by a third party, the Meservy Law Site will collect information indirectly and automatically (through, for example, the use of "cookies" or Your "IP address") about Your activities. Meservy Law uses this activity information (the "Activity Information") for internal purposes such as to administer the Meservy Law Site, improve the Meservy Law Site, and help Meservy Law understand how the Meservy Law Site is being used including the demographics and "clickstreams" of its visitors. "Cookies" are small pieces of information stored on Your hard drive, not on the Meservy Law Site. You are always free to decline cookies if Your browser permits, but in that case, some portions of the Meservy Law Site may not operate properly. An "IP address" is a number that is automatically assigned to Your computer when You use the Internet.

4.2 Personally Identifiable Information. The Meservy Law Site is designed so that You may generally browse it without providing any Personally Identifiable Information (defined below). Certain areas of the Meservy Law Site, however, may

require or allow the voluntarily submission of Personally Identifiable Information (for example, registration to receive Meservy Law publications). Meservy Law uses Your Personally Identifiable Information for the purposes for which it was submitted by You to Meservy Law and for Meservy Law to send you publications and invitations that may be of interest to you. Except as otherwise set forth in this Section 4, Meservy Law does not share Your Personally Identifiable Information with third parties. "Personally Identifiable Information" means information that would allow someone to identify or contact You, such as Your name, physical or electronic mail address, and telephone number; provided, however, that Personally Identifiable Information does not include aggregated information that, by itself, does not permit the identification of individual persons and does not include the Activity Information.

4.3 Removal of Personally Identifiable Information. Meservy Law will use reasonable efforts to remove Your Personally Identifiable Information from our then current Meservy Law Site at any time upon Your written request to london@meservylawpc.com. Such removal of Personally Identifiable Information will not ensure the permanent removal of such Personally Identifiable Information from the Meservy Law Site. For example, such Personally Identifiable Information may remain in Meservy Law's archival or backup copies of the Meservy Law Site.

4.4 Additional Disclosure of Personally Identifiable Information. Meservy Law may share Personally Identifiable Information with third parties, including affiliated firms and third parties performing services for or on behalf of Meservy Law. Such services may include communications, database, event management, hosting, mailing, and marketing services. Additionally, Meservy Law cannot fully ensure that Your Personally Identifiable Information will not be disclosed to third parties. For example, Meservy Law may be legally obligated to disclose information to the government or third parties under certain circumstances, third parties may circumvent Meservy Law's security measures to unlawfully intercept or access transmissions or private communications, or an error may occur in the administration of the Meservy Law Site. In the unlikely event that Meservy Law needs to investigate or resolve possible problems or inquiries, Meservy Law may, and You authorize Meservy Law to, disclose any information about You to government officials as permitted by applicable law.

4.5 Miscellaneous Privacy Terms. Meservy Law has implemented and follows appropriate technical measures to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personally Identifiable Information. You should know, however, that Meservy Law cannot fully eliminate such risks. Meservy Law hopes this Section 4 clarifies Meservy Law's procedures regarding its collection, use and disclosure of Your information including Personally Identifiable Information. From time to time, Meservy Law may modify this Section 4. Such modifications will be effective on the date that Meservy Law posts the modified statement to the Meservy Law Site. Questions or concerns

regarding the privacy policy in this Section 4 may be submitted to london@meservy lawpc.com.

## 5. GENERAL TERMS OF USE

5.1 Prohibited Uses. You will not use the Meservy Law Site in violation of any applicable law. Without limiting the foregoing, You will not use the Meservy Law Site in connection with (a) the infringement of intellectual property rights including Meservy Law's rights in its marks and its articles and alerts; (b) the unauthorized transmission of unsolicited commercial electronic mail; (c) the transmission of defamatory materials; or (d) fraud. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Meservy Law Site.

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5.5 Disclaimer of Liability. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE

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5.7 Miscellaneous. You agree that any dispute arising out of or in connection with the Meservy Law Site or these Notices and Terms will be governed by the laws of the State of California without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction, and You submit to the exclusive jurisdiction and venue of the state and federal courts located in San Diego County, California. In the event that You gain access to information not intended to be accessed by You, You agree that You will immediately notify Meservy Law and lawfully destroy all copies of such information in Your possession. Meservy Law may be contacted at [london@meservylawpc.com](mailto:london@meservylawpc.com).