

# Terms and Conditions of Use

Legalnut.com

Terms and Conditions of Usage

1. **Purpose.** Rochester Ideas, LLC (RI or we) is the owner of Legalnut.com (website or Site) and has created this Terms and Conditions of Usage (Agreement) statement to notify users about RI's rules and procedures when accessing and using the Site.

Â

2. **Users are Bound by this Agreement.** Users that access the Site agree to be bound by this Terms and Conditions of Usage (Agreement) and any modifications hereto and by RI's Privacy Notice which is incorporated by reference. Users that do not wish to be bound by this Agreement, may not access or use the Site. If you do not agree to any of these terms, then please do not use this Site.

3. **Parental Guidance is Required.** Children are not eligible to use this Site, and we ask that minors (under the age of 18) do not submit any personal information on this Site. Please see our Privacy Statement for more details.

4. **Reserved Rights.** We reserve the right to revise this Agreement at any time and at our discretion. Changes to this Agreement will become effective upon posting it to the Site. Users are responsible for checking this Agreement periodically to monitor any changes to our Terms and Conditions of Usage practices. Continued access or use of this Site shall be deemed as conclusive acceptance of any modified agreement.

5. **Intellectual Property.** This Site and of all of RI's contents, including but not limited to, copyright, trademark, articles, text, images, layout, designs, graphics, illustrations, logos, process or processes, photographs, product names, affiliations, forms, brands (collectively, "the Intellectual Property") are protected by copyright, trademark and other laws of the United States, as well as, the international conventions, treaties and the laws of other countries. The Intellectual Property is owned by Site or the party credited as the provider or the owner of the Intellectual Property. The compilation, i.e., collection, arrangement or assembly, of ALL content on the Site is the sole and exclusive property of RI and protected by United States and International copyright laws, in addition to other Intellectual Property law conventions and treaties. All software used on Site is the sole property of RI and is protected by the same U.S. and International copyright laws, conventions, and treaties. The collective work includes

works that are licensed to RI. Copyright 2006. ALL RIGHTS RESERVED. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to RI, or other respective owners that have granted RI the right and license to use such Marks.

6. Submissions and Communications by Users. Site encourages users to submit their self-prepared course outlines and other related material to share with other users of the Site. However, by using this Site, all users agree that any outlines, other related material, messages, suggestions, ideas, or concepts that are submitted through this Site shall become, and remain, the property of Site. Users agree that any submissions, in whole or in part, may be used by Site or any of its affiliates for any purpose including modification, reproduction, transmission, publication, broadcast, and posting. In addition, users agree that Site is free to use any submitted outlines, other related material, ideas, concepts, or techniques, which is contained in any submission or communication to Site by the user for any purpose Site chooses including, but not limited to, developing, manufacturing, marketing, and selling products and services based upon such information without any obligation to compensate user or anyone else for them. When users make a submission or any communication, they are assigning and transferring any and all right, title and interest in those submissions or communications to Site. Users represent and warrant that by submitting any materials that such submission does not infringe any third-party intellectual property rights. Site does not want users to transmit any unlawful, libelous, defamatory, obscene, pornographic, profane material, threatening, or any other material that could constitute or encourage conduct that could be considered a criminal offense or violate any law. Users also agree not to use this Site or any of its resources to perpetrate illegal or prohibited conduct, whether against Site or any other party.

7. Limited Review of User Provided Submissions. RI does not and cannot review all communications and materials posted to or created by users accessing the Site and is not in any manner responsible for the content of these communications and materials. Users acknowledge that RI provides you with the ability to view and distribute user generated content on the Site, RI is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, RI reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) violates any law or regulation or (e) offensive or otherwise unacceptable to RI at its sole discretion. Note that any personally identifiable information you may post or transmit will be treated by RI in accordance with RI's Privacy Statement.

8. Information is Provided As-Is. ALL OF THE CONTENTS, PRODUCTS AND SERVICES ON THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES WHICH ARE OR MAY BECOME APPLICABLE. ALL SERVICES

AND PRODUCTS ARE PROVIDED ON AN AS-IS BASIS AND USED AT THE DISCRETION OF THE USER. Nothing contained in this site is intended to be interpreted as legal advice nor is any attorney client privilege created. Information on this site should not be considered complete, nor should it be relied on to suggest a course of legal course of action for any particular situation. Written articles or statements made on this site by RI or its users should not be used in place of a legal consultation with a licensed attorney.

9. US Treasury Circular 230 Disclosure: To ensure compliance with requirements imposed by the US Internal Revenue Service, RI is required to inform you that: (1) nothing contained in this Site (including an attachment) or statements made by users was intended or written to be used nor can it be used or relied upon by you (or any other taxpayer), for the purpose of avoiding penalties that may be imposed on you (or any other taxpayer) under the Internal Revenue Code of 1986, as amended, (2) any written statement contained in this message (including an attachment) relating to any Federal tax transaction or matter may not be used by any person to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed in this message, and (3) you (or any other taxpayer) should seek advice based on your (or any other taxpayer's) particular circumstances from an independent tax advisor/preparer with respect to any Federal tax transaction or matter contained in this message.

10. Users must provide Accurate Information. If you choose to become a user or registrant of any or part of the Site, you agree that you will provide true, accurate, current and complete information about yourself as prompted by the registration process. You also agree to update that information as necessary to maintain its accuracy. If you provide any information that is untrue, inaccurate, not current or incomplete, or if RI has reason to believe such information is untrue, inaccurate, not current or incomplete, RI has the right to suspend or terminate your account or use and refuse the user any or all current and future use of any of portion of the Site, or the services of RI. By accepting this Agreement, the user expressly consents to our use of her/his/its personal information as explained in our Privacy Statement, which is incorporated herein by reference.

11. Limitation on Usage. All materials viewed, copied, downloaded, modified, printed or otherwise used by the user is subject to the following terms and conditions:

-RI allows RSS feed usage or linking. However, users have no permission to take, use, modify, or alter such information in a way which will violate copyright, trademark, or any other property rights of the owner of such property.

- Only a limited license is granted to the user as to any material downloaded, copied, modified, printed or otherwise used by the user for personal and NOT commercial use or any other non-personal use;

- Any modifications the user may make pursuant to the limited license granted herein, to any material(s) are also to be limited to the users personal use and needs relating thereto and the modified product is not to be distributed for commercial purposes nor posted on any other

website;

- Any proprietary, copyright, or trademark notice shall be kept intact, and no modification(s) is or are permitted in any form whatsoever, and all copyright or other proprietary notices must appear in all copies used by the user.

RI does not want any user to transmit any unlawful, copyrighted, trademarked, threatening, libelous, defamatory, obscene, pornographic, or profane material, or any other material that could constitute or encourage conduct that could be considered a criminal offense or violate any laws. Further, users agrees not to use any facilities or resources available on or through Site to perpetrate prohibited, illegal, or abusive conduct, whether against RI, its affiliates, its owners or any other third party. Examples of prohibited conduct include, but are not limited to chain letters, pornography, or other communication that creates a nuisance or is otherwise offensive to the recipient. RI, if a determination is required, reserves the right to be the sole arbiters of what may be deemed, profane, pornographic, and abusive or a nuisance, and the user is obligated to follow such a decision, if ever made by the owners, without objection.

12. Notices and Procedures for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the website's designated agent listed below. RI respects the intellectual property of others, and we ask our users and visitors to do the same. RI will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, RI will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide RI the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address and all other information reasonably sufficient to permit RI to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

Â

By mail:Â Â RI

Â Legal Division

Â Copyright Agent

Â 3525 Rochester Road

Â Troy, MI 48083

Â

By fax:Â Â Â Â (248) 524-1702

By Email:Â Â admin@legalnut.com

(Please include "Notice of Infringement" in the subject line.)