

## WEBSITE TERMS OF USE

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### **Article I. ACCESS PERMISSION**

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#### **Acceptance of the Terms of Use**

These terms of use (“**Terms of Use**”) govern the use of and access to <https://hueyfirm.com/> (the “**Website**”). These terms of use are entered into by any person or entity who uses or accesses the Website (“**You**”) and Huey Law Firm, LLC an Alabama limited liability company (“**Company**,” “**we**,” or “**us**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

#### **Accessing the Website**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

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### **Article II. LEGAL AND RELIANCE ON INFORMATION**

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#### **Attorney-Client Relationship**

Access to this Website, reliance on the information provided, or the submission of any information to us through this Website, or any other means, does not create an attorney client relationship.

#### **Privileged and Confidential Information**

You may contact us through this Website, but information you send to us through e-mail, or this Website is not secure and may not be confidential. Communications to us will not be treated as privileged unless we already represent you. Do not send us confidential information until you have established a formal attorney-client relationship with the Company. Even if we represent you, understand that security of communication through the internet or e-mail is still uncertain and that you accept all risks of such uncertainty and potential lack of confidentiality when you send us unencrypted, sensitive, or confidential information. E-mail from the Company never constitutes an electronic signature, unless expressly stated.

### **Reliance on Information Posted**

The information presented on or through the Website does not constitute legal advice and is made available solely for general information purposes. You should not act or decline to act, based on content from this Website, without first consulting an attorney or other appropriate professional. Because the law changes constantly, this Website's content may not indicate the current state of the law. Nothing on this site predicts or guarantees future results. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. **We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.**

### **Article III. PRIVACY POLICY**

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#### **Information You Submit to the Website**

If you submit your name or contact information to us, we may use it to send you information about our services. You may opt out of receiving further information from us by contacting us or, where applicable, by using an “unsubscribe” option included in our communications. We will not sell or give your personally identifying information to other parties for their own direct advertising purposes.

#### **Data collection and cookies**

Features or partners of the Website may collect data including, but not limited to the number of visitors to our site, the time spent on our site and pages clicked, the types of devices used to access our site, and the Internet Protocol (IP) addresses of visitors. We use this information to improve the Website and marketing. This data is collected by sending cookies (or similar tracking technology) to your device. Personal information cannot be collected via cookies and other tracking technology; if you previously provided personally identifiable information, however, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties; and this privacy policy does not cover third parties’ use of cookies. You may configure your device to limit or prevent access by cookies, such as to notify you when you receive a cookie, to block all cookies, or to delete existing cookies.

#### **Partners and features that collect information**

The Website marketing partners or features that collect data as described above may include, among others, Google Analytics, other analytics programs, and Google AdWords remarketing service. Remarketing involves tracking devices that have visited the Website to display ads for our services on other websites. Review Google policies to learn how Google uses data it collects, to prevent Google Analytics from using data from your device, or to opt out of Google’s interest-based ads.

#### **Linking to the Website and Social Media Features**

You are permitted to link to this site provided that the Huey Law Firm name or logo remains visible and you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission or social media features without notice.

### **Third Party Content and Links from the Website**

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, or reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. **We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. **If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.**

### **Article IV. WEBSITE USE IN DIFFERENT JURISDICTIONS**

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#### **Geographic Restrictions**

The owner of the Website is based in the State of Alabama in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **Jurisdiction Limitations**

Legal problems and solutions depend on their unique facts. Laws and regulations often differ from one jurisdiction to another. Materials on this Website may be inappropriate in jurisdictions other than Alabama, Mississippi, or Florida. Our attorneys practice primarily in the State of Alabama, Mississippi, and Florida. Users who access this Website from other locations do so at their own risk and are responsible for complying with local laws and regulations.

#### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Mobile, in Mobile County. **You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.**

## **Article V. INTELLECTUAL PROPERTY**

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### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the Website or any materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [jla@hueyfirm.com](mailto:jla@hueyfirm.com).

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the terms “Huey Law Firm,” and all related names, logos, service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **Article VI.     DISCLAIMERS, LIMITATIONS, AND INDEMNIFICATION**

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### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE AND ITS CONTENT IS AT YOUR OWN RISK. THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, members, managers, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

## **Article VII. FEEDBACK AND CHANGES TO THE TERMS OF USE**

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### **Entire Agreement**

These Terms of Use constitute the sole and entire agreement between you and Bay Holdings, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes as they are binding on you.

### **Your Comments and Concerns**

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