

d3legalsearch.com Terms of Service

1. Acceptance of Terms

1.1 D3 Legal Search, LLC (referred to as "D3 Legal Search," "us" or "we"), makes available **d3legalsearch.com** (the "Site"), and online product marketing services (collectively referred to as "Offerings"), subject to your compliance with the following Terms of Service ("Terms"), as well as any other written agreement(s) between us and you.

1.2 We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Offerings after such modifications will constitute acknowledgement and acceptance of the modified Terms.

1.3 As used in these Terms, references to our "Affiliates" include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

1.4 BY USING THIS SITE AND OFFERINGS ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE OR OFFERINGS AVAILABLE ON THIS SITE, OR THESE TERMS IS TO CEASE USING THE SITE AND/OR THOSE PARTICULAR OFFERINGS.

2. Offerings

2.1 Offerings. D3 Legal Search provides a number of Offerings for users through its Site, primarily including, but not limited to, staffing of highly qualified temporary, temp-to-hire and direct hire legal professionals for law firms and corporate legal departments.

2.2 No Guarantee. Although D3 Legal Search works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Offerings available on the Site.

2.4 Temporary Interruptions. You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available

through this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, or mis-delivery of, or failure to store, any user communications or material uploaded by you.

3. Site Conduct, Posting Policies & Third Party Websites

3.1 User-Created Submissions Guidelines: Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for any videos, promotion, information, advertisement, pictures, communications, ideas or other material that you upload or submit to the Site or to D3 Legal Search ("Submissions"). By transmitting Submissions to D3 Legal Search or to the Site, you agree that you will not transmit or upload any Submissions that:

- i.** are unlawful, threatening, abusive, harassing, defamatory, deceptive, inaccurate, fraudulent, tortious, invasive of another's privacy, or include graphic descriptions of sexual or violent content;
- ii.** victimize, harass, degrade, discriminate against, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- iii.** infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- iv.** contain any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allow you to obtain unauthorized access to any data or other information of any third party;
- v.** breach the security of, compromise or otherwise allow access to secured, protected or inaccessible areas of this Site, or attempt to gain access to other network or server;
- vi.** impersonate any person or entity, including any of our employees or representatives;
- vii.** you know or reasonably should know cannot be distributed legally, or are for any illegal or unauthorized purpose.

3.2 No Endorsement. D3 Legal Search neither endorses nor assumes any liability for any Submissions, products, services, or promotions displayed or submitted by you or other users through or on any part of the Site. We and our agents reserve the right to remove or refuse to display any and all Submissions, in our sole discretion and

without prior notice to you. We are not responsible for any failure or delay in removing or refusing to post any Submissions.

3.3 Third-Party Sites and Information. This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of material hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

3.4 Products and Promotions. The Site may allow users of the Site to post Submissions and/or advertisements about products, services and promotions offered by users of the Site. You may purchase products or services from or participate in promotions of these users of the Site, and any transaction relating thereto, including the delivery of and the payment for goods and services by other users of the Site, and any other terms, conditions, warranties or representations associated therewith, are solely between you and other users of the Site. We assume no liability, obligation or responsibility for any part of any such purchase or promotion.

4. D3 Legal Search, LLC, Intellectual Property

4.1 Content. For purposes of these Terms, "content" is defined as any information, communications, published works, photos, videos, graphics, music, sounds, or other materials that can be viewed by users on our Site and is owned by D3 Legal Search, our Affiliates or our licensors.

4.2 Ownership of Content. All content on the Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No content may be copied, distributed, republished, uploaded, posted or transmitted in any way except as provided expressly in these Terms or with D3 Legal Search's prior express written consent. Any use of the content other than as permitted by these Terms, or any other unauthorized use of the content may make you liable to D3 Legal Search or its licensors for violation of intellectual property rights.

4.3 Trademarks. Trademarks or service marks of D3 Legal Search include, but are not limited to, D3 Legal Search, LLC™; and the D3 Legal Search logo. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of D3 Legal Search or our Affiliates. All other trademarks or service

marks are property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or the name of D3 Legal Search, our Affiliates or our licensors.

4.4 Site Use. D3 Legal Search grants you a limited, revocable, nonexclusive license to use the content on the Site solely for your own personal purposes only and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You may not use any content from the Site which is not owned by you for commercial use. You agree not to copy the Site or content located on the Site; to reverse engineer or break into the Site; or to use content, products or services in violation of any law. Any use of the Site or the content contained therein other than as specifically authorized in the Agreement, without the prior written permission of D3 Legal Search, is strictly prohibited and will terminate the license granted herein. Unless explicitly stated herein, nothing in the Agreement shall be construed as conferring to you, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. D3 Legal Search reserves the right, without notice and in its sole discretion, to terminate your license to use the Site at any time and to block or prevent your future access to, and use of, the Site.

4.5 No Warranty for Third-Party Infringement. Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of other users of the Site or of third parties.

5. Your Intellectual Property

5.1 Your Intellectual Property Rights. Subject to our Privacy Policy, any Submissions will be treated as non-confidential. While you retain all rights to the Submissions, you grant D3 Legal Search (including our employees and Affiliates) a non-exclusive, paid-up, perpetual, non-exclusive and worldwide license to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the Submissions on the Site and to effectuate D3 Legal Search's Offerings and business (including without limitation, for advertising) without incurring any liability for royalties or any other consideration of any kind, and that D3 Legal Search will not incur any liability as a result of any similar content that may appear on the Site or in future D3 Legal Search operations or business.

5.2 Copyright Notice. D3 Legal Search respects the intellectual property rights of others, and asks that you to do the same. In instances where we are notified of alleged infringing content or Submissions, a decision may be made to remove or disable access to such content or Submissions, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c).

If you believe that you or someone else's copyright has been infringed by content or Submissions provided on this Site, you (or the owner or rights holder, collectively, "Rights Holder") should send notification to us immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

- i. Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
- ii. Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holder's work(s) (for example, file name or URL of the page(s) that contain(s) the material);
- iii. The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
- iv. A statement that the Rights Holder has a good faith belief that the use of the material identified above in Part ii is not authorized by the copyright owner, its agent, or the law;
- v. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
- vi. The Rights Holder's signature or electronic signature.

Notice may be sent to us by e-mailing us at information@d3legalsearch.com.

5.3 You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from our Site without liability to you or any other party.

5.4 Confidential Information. As stated above, all communications sent by you to us will be treated as non-confidential (subject to our Privacy Policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) which you do not wish to be displayed on the Site unless we have mutually agreed in writing otherwise.

6. No Legal or Professional Advice

- 6.1** As part of its Offerings, D3 Legal Search may give general feedback about Submissions to some users of the Site. These Offerings are made available with the express understanding that neither D3 Legal Search, nor the Site itself, nor users of the Site are dispensing legal or professional advice as to the sufficiency of your Submissions, products, or services, and D3 Legal Search makes no representation or warranty as to any products or services advertised on the Site being in compliance with the laws of your applicable jurisdiction. D3 Legal Search's Offerings are not intended as, nor should be considered a substitute for, legal or professional advice.
- 6.2** You must not rely on D3 Legal Search or the Site for legal or professional advice as to the legality or sufficiency of your Submissions, products or service ideas, or any material included by you in your advertisements. D3 Legal Search will not respond to or recognize any requests for advice as to whether any ideas, information, offer or promotion included by you in your business profile, advertisements or Submissions is legally sufficient. You should consult with an attorney or other expert knowledgeable in the laws of the applicable jurisdiction before making any advertisement, promotion or other offering available through the Site.

7. Privacy & Security

- 7.1 Login Required.** In order to access some of the Offerings on this Site, or to post Submissions, you may be asked to set up an account and password. Our account registration page requests certain personal information from you ("Registration Info"). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.
- 7.2 Passwords & Security.** If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password and that you are fully responsible for all activities that occur under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

8. Disclaimer

- 8.1** ALL CONTENT AND OFFERINGS ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT

(A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR NEEDS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

8.2 THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS, SERVICES OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR INFORMATION AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR INFORMATION.

THE USE OF THE OFFERINGS OR OTHER ACQUISITION OF ANY PRODUCTS, SERVICES OR OFFERINGS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES YOU INCUR AS A RESULT.

8.3 Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or services provided by any other user of the Site or by a third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are agreed to solely between the seller of such merchandise and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

8.4 WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE

TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE ADDITION OF FREE OR FEE-BASED SERVICES OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

8.5 SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

9. Limitation of Liability & Indemnification

9.1 IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS; YOUR USE OF THE INFORMATION OR CONTENT CONTAINED ON THE SITE; YOUR USE OF ANY PRODUCTS OR SERVICES ADVERTISED ON THE SITE; OR YOUR RELIANCE UPON THE ACCURACY OF INFORMATION CONTAINED ON THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE SALE OF PRODUCTS OR SERVICES.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

9.2 You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site or any of the content contained therein. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. Termination of Use

10.1 Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

10.2 No Right to Offerings Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings and/or the Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and through 3-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

11. Miscellaneous Provisions

11.1 International Use. Although this Site may be accessible worldwide, those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

11.2 Governing Law. This Site (excluding any Third Party websites) is controlled by us from our offices in Los Angeles County, California, and the statutes and laws of the State of California shall be controlling, without regard to the conflicts of laws principles thereof. Any dispute arising out of this Agreement or your use of the Site shall be decided solely and exclusively by State or Federal courts located in Los Angeles County, California. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees

11.3 Notices. All notices to D3 Legal Search shall be in writing and shall be sent to information@d3legalsearch.com. You agree to allow us to submit notices to you using the email address provided by you in the Registration Info. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication on the delivery date when transmitted by email.

- 11.4 No Resale Right.** You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you under Section 4 of these Terms.
- 11.5 Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.
- 11.6 Savings Clause.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 11.7 No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.
- 11.8 Entire Agreement.** These Terms and Conditions, and the Privacy Policy, constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.