

Divorce Liaison, LLC Terms and Conditions

IMPORTANT: ALL USERS MUST READ THESE TERMS

Acceptance of Terms and Conditions: Please carefully read our Terms and Conditions and Privacy Policy (collectively, the “Terms and Conditions” or “Terms of Use”) prior to accessing or using our Website. By accessing or using www.divorceliaison.com, or any derivative of the DivorceLiaison.com Website (collectively, the “Website,” “www.divorceliaison.com,” or “We”), You (“User” or End User”) acknowledge that you have read, understand, and agree to be bound by all the Terms and Conditions set forth herein (also referred to as this “Agreement”), including the CONDITIONS FOR PURCHASE OF SERVICES (Part I) and the CONDITIONS FOR USE OF WEBSITE (Part II), even if you do not make a purchase and or use any Services available through us.

Changes to the Terms and Conditions. We reserve the right to make any modification to our Terms of Use or this Agreement as we deem necessary or desirable without prior notification to you. You should, therefore, re-read these Terms of Use from time to time in order that you are aware of any such changes. If we make changes to our Terms of Use and you continue to use our Website, including, but not limited to, by logging into your account or purchasing services from us, you are agreeing to and accepting the Terms of Use and Privacy Policy expressed herein, including any modifications thereto. Please note any deletions or modifications to these Terms of Use shall be effective immediately upon our posting thereof.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, YOU MUST EXIT THIS PAGE AND MAY NOT ACCESS OR OTHERWISE USE OUR SITE.

Introduction

This is a summary of our terms, conditions and privacy policy that are incorporated into this Agreement. For our complete Terms and Conditions, please read below under “Terms and Conditions.” For our complete Privacy Policy, please visit and read our Privacy Policy.

- Your privacy is important to us and we want to protect it. We will not share your personal information with anyone other than those listed in our Privacy Policy. Please see our Privacy Policy for details.
- As a condition of account registration and sign-in, we require you give us permission to send you administrative and promotional emails. We will send you information regarding your account activity and purchases as well as updates about our products, services, and promotional offers. You can opt-out of our promotional emails anytime by logging in to your account or by hitting the unsubscribe button at the bottom of any of our email correspondence. Please see our Privacy Policy for details.
- By purchasing Services, you make an offer to us to purchase the product and services you have selected based on the Terms and Conditions set forth herein. Please see our sections under the heading “CONDITIONS FOR PURCHASE OF SERVICES” below.
- You are required to create an account in order to purchase any product or service from the Website. This is required so we can provide you with easy access to print and access your orders, view your past purchases and/or outstanding balances, and modify your preferences.

To read our complete Terms and Conditions, please see below.

Terms and Conditions

All Terms and Conditions apply to both the Conditions for Purchase of Services and Conditions for Use of Website.

I. CONDITIONS FOR PURCHASE OF SERVICES

By placing an order, you make an offer to us to purchase the Services you have selected in exchange for the payment by you for the designated fees and expenses associated with such Services based on these Terms and Conditions. All requests for Services shall be subject to our acceptance of your Service request, which may be accepted or denied by us for any reason or no reason, and shall be further subject to any conditions placed on such Services either hereunder or in our written communication pursuant to which we accept your offer to purchase Services. No legally binding agreement for the performance of Services shall be made between us until we provide you with a written confirmation of our acceptance of your Service request and shall be further subject to any conditions to the performance of such Services set forth in such communication.

You are required to create an account in order to purchase any Services. As a condition of account registration, we require that you allow us to send you informational and promotional emails. This is required so we can provide you with a convenient way to access to your orders, view your past purchases and outstanding balances, review your pending Services, and modify your preferences. You may opt out of promotional emails at any time as set forth in our Privacy Policy.

We reserve the right at all times to discontinue or modify any of these Terms and Conditions at our sole discretion without prior notification to you. Such changes may include, among other things, the adding of certain fees or charges. You acknowledge that it is your responsibility to review these Terms and Conditions prior to logging in to your account. If we make changes to these Terms and Conditions and you continue to use our Website or Services, including, but not limited to, by logging into your account, you are agreeing to and accepting these Terms and Conditions, as modified from time to time.

1. Services

As used herein, the term "Services" shall mean the services provided by us as described herein and elsewhere on our website. Services shall be selected by the purchaser from the available options. See [link] for a detailed description of our services and pricing information. Availability of Services for the times and/or places requested cannot be guaranteed - See Pricing and Availability below. We shall use all commercially reasonable efforts to provide the Services subject to the terms and conditions of this Agreement and in a commercially reasonable fashion. No legally binding agreement for the performance of Services shall be made between us until we provide you with a written confirmation of our acceptance of your Service request and shall be further subject to any conditions to the performance of such Services set forth in such communication ("Our Written Confirmation").

2. Pricing and Availability

Services will be provided by us for the prices and costs set forth on Services and Packages. In addition, we may limit the total dollar amount, availability and/or frequency of Services at any given time. For those reasons and others, we cannot guarantee availability of Services until you have received Our Written Confirmation confirming our acceptance of your Service request. We reserve the right to modify or discontinue Services at any time prior to such acceptance and, after any such acceptance, on not less than [10] days notice from us to you.

3. Payment

In consideration for our agreement to provide Services as set forth in Our Written Confirmation, you agrees to timely pay to us our fees and expenses associated with such Services as set forth and on the terms herein and in Our Written Confirmation. There will be no refunds on any Services once purchased. Payments not received by us within the time periods prescribed herein shall bear interest from and including the date on which such payment is due to, but excluding, the date of payment at a simple rate of 10% per annum.

4. Account Information; Account Usage

You are required to create an account when purchasing Services. This is required so we can track your past orders and provide you access to your account.

In consideration of your use of this website, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the website ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

You are responsible for all usage or activity on your account, including use of the account by any third party authorized by you to use your username and password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account at our sole discretion. You will be responsible for all purchases and other activity undertaken under your password whether you have consented to the use of your password or not. It is critical that you not share your password.

5. Indemnification; Release.

You hereby agree to the terms and condition under the section entitled "Indemnification; Release" below. By your purchase of any Services, you acknowledge that you have read and agree to such terms.

6. Certain Limitations.

Minors and individuals under the age of 21 are not allowed to use this Website or conduct transactions over this Website, including purchasing Services. If you are under 21 years of age, please do not attempt to use the website for any purpose. Unauthorized access to or use of the website is strictly prohibited and may constitute a violation of federal and/or state law.

II. CONDITIONS FOR USE OF WEBSITE

1. General

We provide an interactive online service operated by us on the World Wide Web of the Internet (the "Web"), consisting of primarily of transaction capabilities to purchase Services, as well as information services, content and other transaction capabilities provided by us, our affiliates and other third parties.

These Terms and Conditions govern the use of this Website by the End User. By using this Website to purchase Services, or by creating an account, End User agrees to comply with all of these Terms and Conditions. The right to use this Website is personal to End-User and is not transferable to any other person or entity. End User shall be responsible for protecting the confidentiality of End User's password(s), if any. End User acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond our control, and we shall not be responsible for any data lost while transmitting information on the Internet. While it is our objective is to make the Website accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, access

to the Website may be interrupted, delayed, suspended or terminated from time to time, and that such interruptions or delays do not grant upon the End User any rights or entitlements.

We shall have the right at any time to change or discontinue any aspect or feature of our website, including, but not limited to, prices, content and hours of availability. Further, we may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

2. Equipment.

End User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Website and all charges related thereto. We shall not be liable for any damages to the End User's equipment resulting from the use of this Website.

3. End User Conduct.

This Website is private property. All interactions on this Website must comply with these Terms of Use. Although we welcome and encourage End Users interaction on our Website, we do insist and require that all End Users restrict any and all activity in connection with the use of this Website to that which involves lawful purposes only. End User shall not post or transmit through this Website any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without our express prior, written approval, contains advertising or any solicitation with respect to products or services. Any conduct by an End User that in our exclusive discretion restricts or inhibits any other End User from using or enjoying this Website is strictly prohibited.

The foregoing provisions of this Section apply equally to and are for the benefit of our subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

4. Copyright and Trademarks.

Everything located on or in this Website is our exclusive property or used with express permission of the copyright and/or trademark owner. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THIS WEBSITE WITHOUT OUR EXPRESS WRITTEN PERMISSION IS STRICTLY PROHIBITED. Any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject End User to civil and / or criminal penalties.

This Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of this website is protected by copyright as a collective work under the United States copyright laws. We own a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. End User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. End User may download / print / save copyrighted material for End User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without our express permission and the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. End User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Website or a website otherwise owned or operated in conjunction with us shall not be deemed to be in the public domain but rather our exclusive property, unless such website is under license from the Trademark owner thereof in which case such license is for our exclusive benefit and use, unless otherwise stated.

End User shall not upload, post or otherwise make available on this Website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. We do not have any express burden or responsibility to provide End User with indications, markings or anything else that may aid End User in determining whether the material in question is copyrighted or trademarked. End User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of this Website, End User warrants that the owner of such material has expressly granted us the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. End User also permits any other end user to access, view, store or reproduce the material for that end user's personal use. End User hereby grants us the right to edit, copy, publish and distribute any material made available on this Website by End User.

The foregoing provisions of Section apply equally to and are for the benefit of our subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

5. Disclaimer of Warranty; Limitation of Liability.

END USER EXPRESSLY AGREES THAT USE OF THIS WEBSITE IS AT END USER'S SOLE RISK. NEITHER US, OUR AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THIS WEBSITE.

THIS WEBSITE IS MADE ACCESSIBLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. END USER SPECIFICALLY ACKNOWLEDGES THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH END USER.

IN NO EVENT SHALL WE, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THIS WEBSITE OR THE CONTENTS HEREOF BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE. END USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THIS WEBSITE.

IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER WE, NOR OUR AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THIS WEBSITE OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE END USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

WE ARE NOT RESPONSIBLE FOR ANY CONTENT THAT A USER, SUBSCRIBER, OR AN UNAUTHORIZED USER MAY POST ON THIS WEBSITE. ANY CONTENT THAT IS POSTED OR UPLOADED THAT IS OR MAY BE DEEMED UNSUITABLE CAN AND MAY BE TAKEN DOWN BY US. MOREOVER, WE RESERVE THE RIGHT TO EDIT, CHANGE, ALTER, DELETE AND PROHIBIT ANY AND ALL CONTENT THAT WE DEEM UNSUITABLE.

6. Monitoring.

We shall have the right, but not the obligation, to monitor the content of the Website at all times, including your user accounts, user activity, any chat rooms, forums, surveys, posts, comments, etc. that may hereinafter be included as part of the Website, as deemed reasonably necessary to conduct the Services and to determine compliance with this Agreement and any operating rules established by us, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, we shall have the right to remove any material that we, in our sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

7. Privacy.

End User acknowledges that all discussion for ratings, comments, bulletin board service, and/or other message or communication facilities (collectively "Communities") are public and not private communications, and that, therefore, others may read End User's communications without End User's knowledge. We do not control or endorse the content, messages or information found in any Community, and, therefore, we specifically disclaims any liability concerning the Communities and any actions resulting from End Users participation in any Community, including any objectionable content. Generally, any communication which End User publicly posts to www.divorceliaison.com (whether in chat rooms, discussion groups, message boards or otherwise) is considered to be non-confidential. If particular web pages permit the submission of communications that will be treated by us as confidential, that fact will be stated on those pages. By posting comments, messages or other information on the Website, End User grants us the right to use such comments, messages or information for promotions, advertising, market research or any other lawful purpose. For more information see our Privacy Policy.

8. License Grant.

By posting communications on or through this Website, End User shall be deemed to have granted to us a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees.

9. Indemnification; Release.

You agree that to the fullest extent permitted by law You shall defend, indemnify and hold harmless us and our affiliates and their respective directors, officers, employees and agents from and against all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from this Agreement (including the performance, breach, or termination of this Agreement), Your use of this Website, and/or Your purchase or use of Services or of anything available through us and/or this Website (including, but not limited to, the purchase of the right to access or use Services), other than any claims due to our gross negligence or willful misconduct. The foregoing indemnity shall cover any claims and damages sought against us by any third party arising from your purchase, use or request for Services.

10. Termination.

We may terminate this Agreement at any time. Without limiting the foregoing, we shall have the right to immediately terminate any passwords or accounts of End User in the event of any conduct by End User which we, in its sole discretion, considers to be unacceptable, or in the event of any breach by End User of this Agreement. The provisions of Sections 4 through 14 inclusive will survive termination of this Agreement.

11. Trademarks.

DivorceLiaison.com is a trademark of Divorce Liaison, LLC. All rights in respect of this trademark are hereby expressly reserved.

12. Third Party Content.

We may act as a distributor (and not a publisher) of content supplied by third parties and End Users. Accordingly, we have no editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other end users are those of the respective author(s) or distributor(s) and not us. Neither us nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 5 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In certain instances, the content available through this Website represents the opinions and judgments of the respective information provider, end user, or other user not under contract with us. We do not endorse nor are we responsible for the accuracy or reliability of any opinion, advice, or statement made on www.divorceliaison.com by anyone other than our authorized employee spokespersons while acting in official capacities. It is the responsibility of End User to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through our website.

Our website contains links to third party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by us of the contents on such third-party websites and we hereby expressly disclaim any representations regarding the content or accuracy of materials on such third-party websites. If End User decides to access linked third-party websites, End User does so at its own risk. Unless you have executed a written agreement with us expressly permitting you to do so, you may not provide a hyperlink to the Website from any other website. We reserve the right to revoke its consent to any link at any time in its sole discretion.

13. Applicable Law

Our headquarters are in New Jersey and California. You and We agree that any and all disputes arising out of or related to this Agreement (including the performance, breach, or termination of this Agreement), Your use of the Website, and/or Your purchase or use of anything available through us and/or the Website shall be governed by and in accordance with the laws of the State of New Jersey (exclusive of its rules regarding conflict of laws).

14. Miscellaneous.

This Agreement constitutes the entire agreement between us and each End User. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.