

# Disclaimer

Effective date: December 4, 2021

The information contained on the JMA LAW, PLC's (the "Firm") website is provided for informational purposes only, and should not be construed as legal advice on any subject matter.

No recipient of content from this site, client or otherwise, should act or refrain from acting on the basis of any content included in the site without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue from an attorney licensed in the recipient's state. The content of this website contains general information and may not reflect current legal developments, verdicts or settlements. The Firm expressly disclaims all liability in respect to actions taken or not taken based on any or all the contents of this site.

Any information sent to the Firm via Internet e-mail or through the Firm website is not secure and is done so on a non-confidential basis. The transmission of the Firm's site, in part or in whole, and/or communication with the Firm via Internet e-mail through this site does not constitute or create an attorney-client relationship between the Firm and any recipients.

The Firm does not necessarily endorse, and is not responsible for, any third-party content that may be accessed through this website.

# JMA LAW, PLC Terms and Conditions

Effective date: December 4, 2021

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using JMA LAW's website (the collectively "website") and any free or paid products or services offered via the site (the "Service") and operated by JMA LAW, PLC.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

We provide visitors to our Websites ("Visitors") access to the Website subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Websites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our [Privacy Policy](#), which is hereby incorporated by reference (collectively, this "Agreement"). If you do not agree to any of these terms, then please do not use the Website.

Any user who registers with us (each, a "Registered User") and wishes to purchase a product or service through our Website, is agreeing to the terms of this Agreement and the accompanying terms and conditions of purchase with respect to such product or service. In the event of any conflict between the terms of this Agreement and the terms and

conditions of such purchase, the terms and conditions of such purchase shall control.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our [Privacy Policy](#).

## **1. Description and use of our Websites**

We provide Visitors and Registered Users with access to the Services as described below.

**Visitors.** Visitors, as the term implies, are people who do not register with us, but want to explore the Website. No login is required for Visitors. Visitors can:

1. View all publicly-available content on the Websites;
2. Purchase products and services through our Website; and
3. Email us.

**Registered Users.** Registered Users can do all the things that Visitors can do, and:

- (i) access exclusive content available only to Registered Users;
- (ii) create, access, manage, and update their own personal accounts on the Websites;
- (iii) post comments and other content on the Websites (collectively, “Registered User Content”);
- (iv) sign up for our various programs;

- (v) sign up for alerts and other notifications; and
- (vi) become part of our community.

We under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, we may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use.

## **2. Community Guidelines**

Our community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Website, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

You will comply with all applicable laws in your use of the Website and will not use the Website for any unlawful purpose;

- You will not upload, post, email, transmit, or otherwise make available any content that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
  - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
  - discloses any sensitive information about another person, including that person’s email address, postal address, phone number, credit card information, or any similar information.
- You will not “stalk,” threaten, or otherwise harass another person;

- You will not spam or use the Website to engage in any commercial activities;
- If you post any Registered User Content, you will stay on topic;
- You will not access or use the Website to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website, or any portion of the Website, without notice, and to remove any content that does not adhere to these Community Guidelines.

### **3. Restrictions**

The Website is only available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

### **4. Sign-in Name; Password; Unique Identifiers**

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content (as defined below)) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

### **5. Fees and Payment**

As consideration for any purchase you make on the Website, you shall pay JMA LAW, PLC all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. If the mailing address you provided us is in

the United States, all payments will be charged and made in U.S. dollars. If the mailing address you provided us is outside of the United States or any of its possessions or territories, all payments will be charged and made in your local currency.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorize JMA LAW, PLC to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

## **6. Intellectual Property**

The Website may contain material, such as videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of JMA LAW, PLC (collectively referred to as the "Content"). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Registered Users who have purchased any product or service, may download onto their own machines and view any Content

contained in such purchased product or service for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no other rights in or to the Content (other than your own Registered User Content that you post to the Websites), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent of JMA LAW, PLC. We retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of JMA LAW, PLC (the "Our Trademarks") used and displayed on the Website are registered and unregistered trademarks or service marks of JMA LAW, PLC. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with Our Trademarks, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Our Trademarks inures to our benefit.



Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **7. Registered User Content; Licenses**

As noted above, the Website provides Registered Users the ability to post and upload Registered User Content. You expressly acknowledge and agree that once you submit your Registered User Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT JMA LAW, PLC, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR REGISTERED USER CONTENT THAT YOU UPLOAD, POST, EMAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES.

You retain all copyrights and other intellectual property rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered User Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered User Content permitted by the previous sentence and/or to advertise and promote the Website, JMA LAW, PLC, and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered User Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such

Registered User Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered User Content to us, each such submission constitutes a representation and warranty to JMA LAW, PLC that such Registered User Content is your original creation (or that you otherwise have the right to provide the Registered User Content), that you have the rights necessary to grant the license to the Registered User Content under the prior paragraph, and that it and its use by JMA LAW, PLC and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our Community Guidelines.

## **8. Communications with Us**

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

## **9. No Warranties; Limitations of Liability**

THE WEBSITES AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITES WILL OPERATE ERROR-FREE OR THAT THE WEBSITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR (I) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITES OR THE CONTENT SHALL BE LIMITED TO THE FEES YOU HAVE PAID US IN CONNECTION WITH ANY PURCHASES YOU HAVE MADE FROM US DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITES. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITE DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES AT ANY TIME WITHOUT NOTICE.

## **10. External Sites**

The Websites may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites, whether or not such External Sites are owned, operated, or affiliated with JMA LAW, PLC. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **12. Representations; Warranties; and Indemnification**

(a) If you are a Registered User, you hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Registered User Content and any other works that you incorporate into your Registered User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your Registered User in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Website any Registered User Content that violates our Community Guidelines set forth above or any other term of this Agreement.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or

demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Websites; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

### **13. Compliance with Applicable Laws**

The Websites are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

### **14. Termination of the Agreement**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability. The following sections shall survive any termination of this Agreement: "Fees and Payment" (until you pay all fees and taxes due hereunder), "Intellectual Property," "Registered User Content; Licenses," "Communications with Us," "No Warranties; Limitation of Liability," "Representations; Warranties; and Indemnification," "Termination of the Agreement," "Controlling Law," "Binding Arbitration," "Class Action Waiver," "Equitable Relief," and "Miscellaneous."

## **15. Digital Millennium Copyright Act**

Complaints regarding content posted on the JMA LAW, PLC website:

JMA LAW, PLC respects the intellectual property rights of others and desires to offer a platform which contains no content that violates those rights. Our Terms of Use requires that information posted by users be accurate, lawful and not in violation of the rights of third parties. To promote these objectives, JMA LAW, PLC provides a process for submission of complaints concerning content posted by our users. Our policy and procedures are described and/or referenced in the sections that follow.

Please note that whether or not we disable access to or remove content, JMA LAW, PLC may make a good faith attempt to forward the written notification, including the complainant's contact information, to the user who posted the content and/or take other reasonable steps to notify the user that JMA LAW, PLC has received notice of an alleged violation of intellectual property rights or other content violation. It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the accounts of users, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful content.

Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

### **Claims regarding copyright infringement**

Notice of Copyright Infringement:

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512), JMA LAW, PLC has implemented procedures for receiving written notification

of claimed infringements. JMA LAW, PLC has also designated an agent to receive notices of claimed copyright infringement. If you believe, in good faith, that your copyright has been infringed, you may complete and submit written communication which contains:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description specifying the location on our website of the material that you claim is infringing;
- Your email address and your mailing address and/or telephone number;
- 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; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please submit your notice to JMA LAW, PLC as follows:

JMA LAW, PLC

ATTN: Copyright Agent

9313 Sloane Avenue

Norfolk, VA 23503

Counter-Notice:

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice, pursuant to Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. You may provide a written communication which contains:

- Your physical or electronic signature;
- Identification of the material removed or to which access has been disabled;
- A statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- Your full name, your email address, your mailing address, and a statement that (i) you consent to the jurisdiction of the Eastern District of Virginia (ii) that you will accept service of process from the complainant submitting the notice or their authorized agent.

Please mail your Counter-Notice to JMA LAW, PLC via to the address specified above.

## **16. CONTROLLING LAW**

This Agreement and any action related thereto will be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions.

## **17. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement, the Content, or the Website (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by



the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules [www.adr.org](http://www.adr.org) and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 18 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

## **18. Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN

YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **19. Equitable Relief**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the Commonwealth of Virginia for purposes of any such action by us.

## **20. Miscellaneous**

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

# JMA LAW, PLC PRIVACY POLICY

Effective date: December 4, 2021

JMA LAW, PLC is committed to safeguarding the privacy of visitors to our website (the collectively "website"), contacts for our clients and prospective clients, contacts for suppliers of goods and services to the Firm, candidates for employment or engagement, and any other individuals about whom the Firm obtains personal information (each, "you"). Please read the following statement, which sets out the principles governing the Firm's use of personal information that we may obtain about you, to understand how the Firm collects, uses, and otherwise processes your personal information as well as the rights that you have in relation to our processing of that information (the "Privacy Policy"). In this Privacy Policy, "personal information" means information that (either in isolation or in combination with other information held by the Firm) enables you to be identified or recognized. With respect to California residents, references to "personal information" in this Privacy Policy means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, subject to certain exceptions set forth in the California Consumer Privacy Act (the "CCPA").

The Firm is the data controller in relation to any personal information that the Firm processes about you and is responsible for ensuring that such processing complies with applicable data protection laws, including the European Union General Data Protection Regulation (the "GDPR") and the CCPA. Your privacy is important to us. Please be aware that Firm personnel are required to comply with the Firm's data privacy practices as set out in this Privacy Policy and other data privacy-related Firm policies.

If you have any comments or questions in connection with this Privacy Policy or for further information on our processing activities and your rights in relation to your personal information, please contact us via email at [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com).

## **Information Collection**

Although you are not required to provide any personal information on the public areas of our website, you may choose to do so by completing the job application forms or the newsletter sign-up form. Should you do so, we may, for example, keep a record of your name, email address, and any other information you voluntarily provide to us.

Additionally, we may collect the following categories of personal information from you in the course of business, including through your use of the website, when you contact or request information from us, when we provide services to you or receive services from you:

- Identification data, such as name, gender, title, job title, or address.
- Contact information, including your phone number(s), your email address and social media account or handle where appropriate.
- Financial data, such as bank account information and invoicing details.
- Event registration or mailing list data, such as dietary requirements (which may reveal information about your health or religious beliefs), preferences and interests, subscriptions, downloads, and username/passwords.
- Job applicant data, such as identification data and contact information, resumé and other data provided by you or third parties (e.g. recruiters) on our website, online recruitment portal (where applicable) or offline in connection with job openings, which may be subject to additional local requirements based on the country for which the position is advertised.

- Legal and regulatory compliance data as required for purposes such as know your client, anti-money laundering, and market abuse regulations requirements, or as part of our client onboarding process, which may include passport or other identification data, date of birth, home address, and other due diligence data.
- Other service data, such as personal information relevant to the provision or receipt of services, in relation to any of your employees, customers or vendors, and client feedback.
- Cookie and device data, such as information about your visit of our website, IP address, device identifier, browser type and version, operating system and network, location and time zone setting.

We may supplement the information that you provide to us with information that we receive or obtain from other sources, such as from our staff or personnel, clients, professional advisers, partners, our agents, third parties with whom we interact, and publicly available sources.

## **Information Usage**

We may use your personal information for the following purposes and, for each purpose, based on the following legal grounds:

- Provision of legal services – we use personal information that you voluntarily submit to us on the website or during the course of our engagement, regardless of the media used, such as identification data, contact details, and other service data that we may process in connection with the provision of services. The Firm's work for you may also involve providing such information to third parties, such as expert witnesses and other professional advisers in order to represent your interests most effectively. This processing is necessary for us to perform our contract with you.
- Administration of client and vendor relationships – we use identification data, contact details, financial data, and other service data, including for the processing of invoices, the updating of client records, and the management of our vendor relationships. This processing is necessary to perform our contract with you.

- Addressing client inquiries/feedback – we use identification data, contact details, and other service data for this purpose. This process is necessary to perform our contract with you. It may also be necessary for our legitimate interests to establish or maintain a relationship with you; it is also in your interest to receive a response from us when you contact us.
- Sending relevant marketing messages and inviting you to events/seminars – we use identification data, contact details, cookie and device data, and mailing list data to communicate with you by way of email alerts and post to provide you with information about our events, seminars, or services that may be of interest to you. This processing is necessary for our legitimate interest to send you tailored marketing messages, client newsletters, and invitations to relevant events and seminars.
- Improving our website – we use cookie and device data to improve the functionality and user-friendliness of our website. This processing is necessary for our legitimate interests to constantly monitor and improve our online presence and services to you.
- Keeping our website and IT systems and processes safe – we use identification data, contact details, financial data, cookie and device data, and other service data. This processing is necessary to perform our contract with you and to ensure the security and confidentiality of your data. It is also necessary for our legitimate interests to prevent illegal activities, including fraud, which could harm you and us.
- Complying with legal or regulatory inquiries/requests – we use identification data, contact details, financial data, cookie and device data, and legal and regulatory compliance data (including for anti-money laundering or fraud detection purposes, statutory returns and fulfillment of the Firm's ethical obligations). This processing is necessary for the purpose of complying with legal requirements that apply to the Firm.
- Recruitment – personal information about job applicants is collected and processed for purposes of screening, identifying, and evaluating

candidates for positions; record-keeping related to hiring processes; analyzing the hiring process and outcomes; and conducting background checks, where and to the extent permitted by applicable law, which may also be subject to relevant local recruitment privacy policy. If you are hired by the Firm, this data will be transferred to our employee record files for the purpose of your employment. This processing is necessary in order to take steps at the request of the job applicant in the context of recruitment prior to entering into a contract. In addition, job applicant data and legal and regulatory compliance data may be used as necessary to comply with legal, regulatory, and corporate governance requirements.

### **Information Sharing**

We may share your personal information with the following categories of recipients:

- other entities within the Firm to provide legal services to you and to administer any service provided to you that the Firm agrees to undertake;
- professional advisers, partners, and our agents to provide you with local legal services, as required, and to administer our relationship with you;
- vendors that will process your personal information on our behalf and under our written instructions to carry out their services during the course of our business, such as IT service providers, financial institutions, customer relationship management databases and other cloud-based solutions, third party companies providing us with business analytics and statistics to assist with our marketing campaigns, and third party venues in which we may host events and seminars. We contract with such vendors to ensure that they only process your personal information under our instructions and ensure the security and confidentiality of your personal information by implementing the appropriate technical and organizational measures for such processing;

- any law enforcement, regulatory, or government agency requesting personal information in connection with any inquiry, subpoena, court order, or other legal or regulatory procedures, with which we would need to comply. We may also share personal information to establish or protect the Firm's legal rights, property, or safety, or the rights, property, or safety of others, or to defend against legal claims;
- any third party connected with business transfers; we may transfer your personal information to third parties in connection with a reorganization, restructuring, merger, acquisition, or transfer of assets of the Firm, provided that the receiving party agrees to treat your personal information in a manner consistent with this Privacy Policy.

We are not responsible for the data policies or procedures or content of any linked websites. We recommend that you check the privacy and security policies of each website you visit.

## **Marketing Choices**

We may send you direct marketing messages including by way of email alerts and post provided that we have a lawful ground to do so. If you no longer wish to receive our email alerts, to be part of a mailing list, or to receive any marketing communications, you can opt-out of such communications at any time by clicking on the unsubscribe link in the relevant communication or contacting us at [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com).

## **Your Rights**

If you are in the European Economic Area (the "EEA") or the United Kingdom (the "UK"), you have the following rights:



- Access. You have the right to request a copy of the personal information that we are processing about you. If you require additional copies, we may need to charge a reasonable fee;
- Rectification. You have the right to require the correction of any mistake in the personal information, whether incomplete or inaccurate, that we hold about you;
- Deletion. You have the right to require the erasure of personal information concerning you in certain situations, such as where we no longer need it or if you withdraw your consent (where applicable);
- Portability. You have the right to receive the personal information concerning you that you have provided to us, in a structured, commonly used, and machine-readable format and have the right to transmit that data to a third party in certain situations;
- Objection. You have the right to (i) object at any time to the processing of your personal information for direct marketing purposes and (ii) object to our processing of your personal information where the legal ground of such processing is necessary for legitimate interests pursued by us or by a third party. We will then abide by your request unless we can demonstrate compelling legal grounds for the processing;
- Restriction. You have the right to request that we restrict our processing of your personal information in certain circumstances, such as when you contest the accuracy of that personal information;
- Withdrawal of consent. If we rely on your consent (or explicit consent) as our legal basis for processing your personal information, you have the right to withdraw that consent at any time. "Explicit consent" would be required if the Firm relies on consent as the condition to lawfully process "special categories of personal data," as defined in the GDPR.

If you are in the EEA, you also have the right to lodge a complaint with the local data protection authority, such as la Commission Nationale de l'Informatique et des Libertés ("CNIL") in France, if you believe that we have not complied with applicable data protection laws, including the

GDPR. Please click [here](#) for a list of local data protection authorities in the EEA countries. If you are in the UK, you have the right to lodge a complaint with the Information Commissioner's Office, who can be contacted [here](#).

Please note that some of these rights may be limited where we have an overriding interest or legal obligation to continue to process the personal information or where data may be exempt from disclosure due to reasons of legal professional privilege or professional secrecy obligations.

If you are in the EEA or the UK and would like to exercise any of those rights, please:

- Email us at [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com);
- Provide enough information to identify yourself (e.g., name, email address, etc.);
- Provide proof of your identity and address (a copy of your driver's license or passport and a recent utility or credit card bill); and
- Provide the information to which your request relates.

If you are a California resident, you have the following rights, subject to certain exceptions as set forth in the CCPA:

- Right to access Personal Information. You have the right to receive the specific pieces of your Personal Information we have collected about you in the 12 months preceding your request.
- Right to data portability. You have the right to receive a copy of your electronic personal information in a readily-usable format.
- Right to Know. You have the right to receive information from us regarding the categories of personal information we collected, the sources from which we collect personal information, the purposes for which we collected and shared personal information, the categories of any personal information we sold as well as the categories of third parties to whom such personal information was sold, and the categories of personal information that we disclosed

for a business purpose in the 12 months preceding your "right to know" request.

- Right to Request Deletion. You have the right to request the deletion of the personal information that you provided to us. Please note that in certain instances we may not be able to process your request, such as (i) due to the existence of a legal obligation, (ii) to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities, or (iii) in order to complete a transaction for which your personal information was collected.
- Right to Non-Discrimination. You have the right to be free from discrimination by us as a result of you exercising your rights under the CCPA.

If you wish to exercise these rights, you must submit a request by emailing [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com). The CCPA requires us to verify requests we receive when one is seeking to exercise certain of the rights listed above. We may ask you to provide certain information in order for us to verify your request.

Note that certain of the rights set forth above do not apply until January 1, 2022 for job applicants, employees, partners, and contractors, and when personal information is transmitted in business-to-business written or verbal communications or transactions relating to due diligence, or providing or receiving a product or service to or from another business, and the personal information concerns an employee, owner, director, officer or contractor of that business.

Examples of Personal Information include:

**Sources of Personal Information Collected.** We obtain the categories of personal information listed above from the following categories of sources: directly from you, such as when you complete forms, indirectly

from you, such as observing your actions on our website, and from publicly available sources.

**Disclosures for a Business or Commercial Purpose.** The Firm may list the types of personal information listed above to its service providers for business purposes.

**No Sale of Personal Information.** The Firm will not sell any personal information.

## **Security**

We have implemented technical and organizational security measures in an effort to safeguard the personal information in our custody and control. Such measures include, for example, limiting access to personal information only to staff and authorized service providers on a need-to-know basis for the purposes described in this Privacy Policy, as well as other administrative, technical, and physical safeguards.

We endeavor to take all reasonable steps to protect your personal information, but cannot guarantee the security of any data you disclose online. Please note that email is not a secure medium and should not be used to send confidential or sensitive information. By providing information online, you accept the inherent security risks of providing information over the Internet and will not hold us responsible for any breach of security, unless it is due to our negligence or willful default.

## **Cookies**

Our website uses certain tags, log files, web beacons, and similar tracking technologies from third parties (collectively, "cookies"), of which you should be aware. Please see our Cookies Policy to find out more about the cookies we use and how to manage and delete cookies.

## **Do Not Track**

Please note that we do not support "Do Not Track" browser settings at this time. We do not monitor, recognize, or honor any behavioral advertising opt-out or do not track mechanisms, including general web browser "Do Not Track" settings and/or signals.

## **Information Retention**

We will only retain your personal information for as long as necessary for the purposes for which that information was collected as set out in this Privacy Policy or for longer as required under any applicable legal, regulatory, accounting, or reporting requirements. Should you opt out or no longer wish to receive marketing messages from us, we will securely delete your personal information from the relevant mailing list(s).

## **Children**

We do not knowingly collect Personal Information from children under the age of 13 through the Websites. If you are under 13, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through the Websites without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us, please contact us, and we will endeavor to delete that information from our databases.

## **Third Party Analytics**

We use third-party analytics services (such as Google Analytics) to evaluate your use of the Websites, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Websites and mobile and Internet usage. These third parties use cookies and other technologies to help analyze and provide us the data. By accessing and using the Websites, you consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy.

## **External Websites**

The Websites may contain links to third-party websites. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

## **Notification of Changes**

We may occasionally update this Privacy Policy as our services and privacy practices change, or as required by applicable legal or regulatory requirements. Where it is practicable, we will notify you by email of any significant changes. However, the last update date is posted below, and we encourage you to review this Privacy Policy periodically to be informed of how we use your personal information.

## **Contact Us**

If you have any questions, concerns or complaints about this Privacy Policy please contact us:

- By email: [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com)
- By visiting this page on our website: [\[\[ Contact Website Link \]\]](#)
- By mail: 9313 Sloane Street, Norfolk, VA 2303

# **JMA LAW, PLC**

Effective date: December 4, 2021

Like most websites, we use cookies on JMA LAW's website (the collectively "Website"). This Cookies Policy tells you about our use of cookies, and the choices you have.

Cookies are text files containing small amounts of information that can be downloaded to your device when you visit a website. Cookies enable us to analyze how the Website is used and to monitor site performance, so we can create the best user experience. We may also use cookies to personalize language settings and to provide social media features.

In addition to the cookies used by us and our service providers, some cookies are placed by third parties such as Google Analytics, as described below.

By using the Website, you agree to the use of cookies for the following purposes:

- **Essential Cookies:** these are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the website.
- **Performance and Analytics Cookies:** Google Analytics ("Analytics") is Google's free web analytics tool that helps us understand how our visitors engage with our website. Analytics collects information anonymously and, much like examining footprints in sand, it reports website trends without identifying individual visitors. Analytics uses its own set of cookies to track visitor interactions. These cookies are used to store information, such as what time the current visit occurred, whether the visitor has been to the site before, and what site referred the visitor to the web page. Google Analytics customers can view a variety of reports about how visitors interact with their website so they can improve their website and how people find it. A different set of cookies is used for each website, and visitors are not tracked across multiple sites. Analytics customers are obliged to notify users of their use of analytics software. To disable this type of

cookie, some browsers will indicate when a cookie is being sent and allow you to decline cookies on a case-by-case basis. In addition to declining cookies, you can also install the Google Analytics Opt-out Add-on in your browser, which prevents Google Analytics from collecting information about your website visits. You can also opt out by clicking this link: <https://tools.google.com/dlpage/gaoptout>

- **Functionality Cookies:** They remember the choices you make, such as language options or your current region. These cookies help to make your visit more personal and are deleted automatically when you close your browser or the session expires.
- You can block or disable cookies on your device at any time by indicating this in the preferences or options menus in your browser. You can also delete the cookies that are stored on your device. However, blocking, disabling, or deleting cookies may limit your ability to view all the pages of the Website or use online services that require registration. You can find more information about cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youronlinechoices.com](http://www.youronlinechoices.com).

If you have any questions about this cookies policy, please email us at [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com).

[Attorney Advertising](#)

Prior results do not guarantee a similar outcome.

# **JMA LAW, PLC**

Effective date: December 4, 2021

This Trademark Client Engagement Agreement (the "Agreement") is between the owner of the trademark for the trademark application services, you (the "client"), and JMA LAW, PLC. The owner of the trademark



is defined by the "Trademark Intake Application", incorporated by referenced herein.

## Notice

This document **only applies to Trademark Application services** purchased from JMA LAW, PLC.

## Representation

The firm is undertaking this engagement (the "Matter") to establish an attorney-client relationship only the client, the individual or corporate entity, and not with any other corporate entity such as a parent, subsidiary, or affiliated corporation that may be part of a larger corporate enterprise of which your corporation is only a part, and will apply the ethics rules relating to conflicts of interest only with respect to the client. It is the firm's understanding that the firm is not being asked to provide advice to or establish an attorney-client relationship with any other entity. If there is a need for any clarification on this point, please contact the firm, immediately so that we can address any issues before proceeding. This is noted because many large companies today have scores of separately incorporated entities as part of their structure and the firm is not aware of, and in many cases cannot even ascertain the identity of these entities and their relationship to each other. The firm cannot undertake to treat additional entities as clients unless it is able to evaluate the conflicts issues that might be presented were the firm to do so and agree to treat additional entities as clients.

The client acknowledges that the firm may have represented in the past, currently, or may represent in the future, a competitor of the client. However, the firm will not represent one client in a way that violates the firm's duties to any other current client and will withdraw from representation in a matter where it believes it cannot, in good conscience, fully represent both clients. The client and the firm both reserve the right

to terminate the attorney-client relationship at any time. In such a case, the client will receive a refund for any services not yet rendered.

The client is only retaining the firm to represent it on this Matter. Further, the firm is not obligated to perform any additional services relating to this matter that it has not agreed to (e.g., response to non-substantive Office Actions, performing additional searches in addition to the Comprehensive Trademark Search for the mark, or drafting or filing additional applications for the mark) until those services are agreed to by both the firm and the client.

## Services Rendered

The firm will perform the services the client requests which are within the scope of its practice. To the extent the client asks the firm to reach conclusions or form opinions, the firm is obligated to do so without regard to the impact that such conclusions may have upon the Matter. The client agrees to comply with all of the firm's reasonable requests and to provide the firm timely access to all information and locations reasonably necessary to the firm's performance of services.

The firm will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this engagement. The firm's services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclose deficiencies.

The client and the firm agree that the service and representation provided to the client are as follows:

**1. Comprehensive Trademark Search.** (\$425 value) This search will determine whether there are any marks that are currently identical or confusingly similar to the mark that the client seeks to register. The firm's search is limited to:

- Registered Federal United States Patent and Trademark Office (USPTO) Trademarks
- Pending USPTO Applications
- Similar Names, Logos, or Phrases
- Online Searches
- Domain Names
- Social Media

**2. Trademark Search Results Memo and Optional Consultation.** (\$425 value) This memo is prepared by the firm and submitted to the client. This memo will provide the client with a scope of the firm's legal research process, the firm's legal analysis, and the firm's professional opinion as to the likelihood of the trademark being approved by the United States Patent and Trademark Office (USPTO).

The firm's professional opinion as to the likelihood of approval is a recommendation, it is not a guarantee. The firm's professional opinion is based on the results gathered from the Comprehensive Trademark Search performed by the firm, its partners, or affiliates. The final determination as to whether to submit a registered trademark application to the USPTO for the mark is the client's decision.

If an Office Action is returned on the application from the USPTO stating that there is a substantive issue, if the client wishes the firm to respond to

the Office Action, client agrees to pay the firm an additional fee of no less than \$625, an amount to be determined should such event occur.

If the firm's professional opinion and recommendation was that the mark would not be approved by the USPTO, based on substantive issues discussed in the memo, and the client decides to move forward with the application, against the firm's recommendation, the attorney reserves the right to keep any earned fees, paid by the client to the attorney which are associated with the submission of the application to the USPTO.

### **3. USPTO Application.** (\$850 value)

Once the client decides to and instructs the client to move forward with the Trademark application to submit to the USPTO, the firm will submit the application accordingly. The USPTO Application service provided by the firm is limited to:

1. Assistance with gathering the required documentation
2. Correspondence and updates with the client
3. Correspondence with the USPTO, and
4. Jazmin Mullen-Allen, Esq. serving as the Attorney of Record for the life of the client's application

## **The Client's Rights**

The firm will keep the client informed of all developments in the Matter. The client will be copied on all correspondence. If the client has any questions regarding any correspondence received from the firm, please do not hesitate to call or email.

The documents and information obtained to represent the client, except for the attorney work product, is placed in the client's file and belongs to the client. If the client would like to obtain a copy of the file at any time, please send the firm written and signed instructions regarding where you would like the file sent; otherwise, those files will be destroyed after seven (7) years, as required by the Virginia Rules of Professional Conduct, unless it is otherwise required by law to preserve the files for longer than 7 years.

The firm understands that the client intends its work, opinions, conclusions, and communications to be covered by the attorney-client and work product privileges to the extent protected by law, and the firm will comply with any reasonable requests the client makes of the firm that are designed to preserve those privileges.

While the firm makes recommendations on the outcome of Matter, ultimate decisions belong to the client. However, the firm does reserve the right to make strategic decisions that in the firm's judgment best advances the client's case to reach the outcome the client desires.

## The Client's Responsibilities

The client has certain responsibilities that need to be fulfilled in order for the firm to achieve a successful outcome. The client agrees to keep the firm informed of any changes in the client's personal contact information, as well as the business's contact information, this includes, but is not limited to the home and mailing address, the business's principal office and address, phone numbers, etc. The client will also need to make the client reasonably available for consultations, conferences, and appearances that are required in pursuing the Matter.

The client will timely complete the [Trademark Intake Form](https://forms.gle/pJQEaubnDYStPsfQ9) (<https://forms.gle/pJQEaubnDYStPsfQ9>) and provide the necessary documents and information to timely file the mark, which includes the mark, whether any special characters or traits are claimed in the mark, and the specimens for the mark's use.

The firm understands that the client will provide it with instructions regarding any document retention or document production procedures the client expects the firm to follow. Additionally, any written work product the firm prepares for the client is to be used solely for the purposes of this Matter and may not be published or used for any other purpose without the firm's written permission.

The client gives the firm permission to publicly acknowledge the client's status as a client and to use the client's name and branding on the firm's website and in promotional materials, as a way of showing examples of "success stories." The client gives the firm permission to write about details of the client's case or the client's business on the firm's website, legal blog, and social media, and to quote emails from the client for testimonial purposes. The client may revoke either of these privileges at any time. Regardless, the firm will not reveal any information of the client's that the firm deems to be sensitive.

Many of the details provided by the client to the firm, including name and mailing address of the individual or business entity that owns the trademark, will become part of the public record once the USPTO Application is filed, and these details will be available on the USPTO's website. Any data the client enters into the firm's forms or that the client

otherwise reveals to the firm might be used for the firm's own internal analytics, or might be compiled anonymously into data reports (for example, blog posts about what percent of attorney's clients are from Australia). The firm also makes use of Google Analytics and FullStory to track various data about visitors to its website.

## Fees and Payment

The firm's representation of the client is being undertaken on the basis of charging a flat rate fee for the services rendered. With some exceptions for individuals who are billed at higher rates in certain specialized areas (not applicable here), the firm's flat rate for *each* USPTO Trademark Service for 2021 in connection with the firm's representation is a

is a one-time payment of \$1,699 or a payment plan of either 5 monthly payments of \$380 or 10 bi-weekly payments of \$195 with applicable filing fees included. For each additional class, required by the client, the client will be charged \$350.

The client agrees to make payments to the firm in accordance with the fee schedule included below, no later than 5 days past the due date of the payment.

Client agrees and accepts that if client fails to satisfy any payments within five (5) days of the due date of each payment, the Client will be charged \$50 for every 7 calendar days that the payment is past due, and the Firm may permanently withdraw client's trademark application from the USPTO pursuant to 37 C.F.R. §2.68. If the client's application is withdrawn from the USPTO, the client's payments to-date shall be non-refundable.

**No Chargebacks:** Client acknowledges and agrees that no chargebacks shall be allowed for any service rendered or any payment made to the

Firm. In the event that LawPay, PayPal, Stripe, or any other third-party online payment service grants a refund or chargeback in contravention to these terms and conditions, Client shall take any and all actions and execute all documents deemed necessary by the Firm to reverse such refund or chargeback. Client also agrees that Client's submission of payment for the Matter is accepting service and agreeing to these terms, which shall be sufficient proof to an online payment service needing proof or documentation that the service was rendered pursuant to this Agreement or needing justification for a reversal of a chargeback/refund. Further, in the event of a chargeback, whether authorized or unauthorized by Client after the services have actually been rendered, Client agrees that Client will provide the outstanding payment to the Firm within five (5) calendar days of notice. Unpaid balances will accrue an additional interest in the amount of ten (10) percent per month until the outstanding balance is paid.

**Fraudulent Chargebacks:** Client agrees not to authorize any chargebacks for services actually rendered by the Firm and understands that the authorization of a chargeback for services actually rendered may constitute theft of services under applicable state and federal law.

These funds will be held in a trust account. Funds will be transferred from the trust account only after earned. Funds will be considered earned after service is rendered and the client is notified of the completion of the service. All advance fees and reimbursements are fully refundable until services are rendered. The client is entitled to a refund of money for services not yet rendered, at any time during the process. If services have only partially been rendered, the client is entitled to a reasonable partial refund. If the firm takes time to answer questions asked by the client, by essentially providing a client consultation, and the client then requests a full refund, the firm will keep no less than \$150 for these services already rendered.



# Expected Course of the Matter

While every matter is unique, the firm presently believes this matter can be concluded within 8-12 months. Of course, much depends on factors not in the firm's control such as the office and processing times of the USPTO, and any other organization required to fulfill these services.

As the firm progresses in our representation of you, the client, there are certain milestones that will be reached, such as:

- Assignment of a USPTO Trademark Attorney to the case
- USPTO screening of the application
- Office Actions, if any
- Publication of the Trademark Application in the USPTO's publication
- Registration
- If an Intent-to-Use Application
  - Notice of Allowance
  - Filing of a Statement of Use

# Binding Arbitration of Fees and Disputes

While the firm believes and trusts that its representation will be mutually satisfactory and advantageous, it realizes that on occasion there can be disputes over fees. The firm believes that arbitration of such disputes is advantageous both to the client and to the firm. Therefore, the firm asks that the client agree to submit any fee dispute to binding arbitration by an

arbitrator of the firm's choice. This offers a quick, inexpensive, and confidential means of resolving any disputes that we have over costs and fees. While it is believed that an agreement to arbitrate any fee dispute is advantageous for both the client and the firm, it also means that both parties must give up certain rights. By agreeing to arbitration of fee disputes, the parties give up the right to bring suit in a court of law to resolve any fee dispute that might arise. This includes giving up the right to discovery of evidence public trial by jury, and the right to appeal any decision that is reached in arbitration.

## Acceptance

By submitting payment for Trademark Application services to us and clicking that you acknowledge the terms of this Agreement on any page of JMA LAW, PLC website, you agree to be bound by the terms of this Agreement.

## Contact Us

If you have any questions, concerns or complaints about this Agreement, please contact us:

- By email: [jazminmullen1@gmail.com](mailto:jazminmullen1@gmail.com)
- By mail: 9313 Sloane Avenue, Norfolk, VA 23503