

## **HQ LEGAL, INC.**

### **WEBSITE TERMS OF SERVICE AND PRIVACY POLICY**

Effective: November 1, 2021

**PLEASE READ THESE CONDITIONS CAREFULLY. FOR HQ LEGAL, INC.'S PRIVACY POLICY, PLEASE SEE PARAGRAPH 10.**

This website is operated by HQ Legal, Inc., a corporation organized and existing under the laws of the State of Alaska. HQ Legal, Inc. is engaged in the business of providing Alaskans legal service forms and related legal products. Through this website, the terms "HQ Legal", "we", "us", and "our" refer to HQ Legal, Inc. We offer this website, including all information, tools, services, and products available from this site to you, the user, conditioned upon your acceptance of the following terms and conditions, policies, and notices and the additional terms and conditions, policies, and notices referenced herein and/or available by hyperlink (Collectively, "Terms" or "Service Terms").

Before accessing or using our website, please read these Service Terms carefully. By accessing or using this website you agreed to be bound by these Service Terms. Use of HQ Legal, Inc.'s website, products, and services is expressly conditioned upon your acceptance of these terms. If you are unwilling or unable to agree to all the terms and conditions herein, you may not access the website or use any goods or services available through the website. If these Service Terms are considered an offer, your acceptance is expressly limited to these Service Terms.

HQ Legal, Inc. reserves the right to update, modify, and replace these Service Terms at any time on this page. We reserve the right to update, modify, and replace these Service Terms by posting updates or changes to our website. You are responsible to check out this page periodically for changes and modifications. Any new features or tools which are added to the website shall also be subject to the Service Terms. You can review the most current version of the Service Terms at any time on this page.

**NOTICE OF BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER: THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER WHICH AFFECT YOUR RIGHTS ABOUT HOW DISPUTES ARE RESOLVED. PLEASE READ THOSE SECTIONS CAREFULLY.**

*Notice to Commerce Website and Social Media Users.* When purchasing products and services from third-party sites or otherwise engaging with HQ Legal, Inc. through third-party websites and/or vendors, your activities online are subject to the Terms of Service, User's Agreement, or other terms and conditions imposed by one or more third-party companies. Those third parties may require you to abide by terms and conditions that are different from these Service Terms. Please see the following pages for further information:

- <https://www.amazon.com/gp/help/customer/display.html%3FnodeId%3DGLSBYFE9MGKKQXXM> (Amazon.com, Inc.'s Conditions of Use); and
- <http://www.facebook.com/legal/terms> (Facebook's Statement of Rights and Responsibilities); and
- <http://www.google.com/intl/en/policies/terms> (Google's Terms of Service); and
- <https://www.linkedin.com/legal/user-agreement> (LinkedIn's User Agreement); and
- <https://www.patreon.com/policy/legal> (Patreon's Terms of Use); and
- <https://squareup.com/us/en/legal/general/ua> (Square Inc.'s General Terms of Service); and
- <https://www.youtube.com/static?template=terms> (YouTube Terms of Service).

## **1. WEB SITE TERMS.**

By agreeing to these Service Terms, you represent that you are an Alaska resident and at least 18 years old or the duly authorized agent of an Alaska Resident at least 18 years old. You expressly represent that you are accessing HQ Legal Inc.'s products and services for your personal use or for the personal use of an Alaska Resident (with their consent).

By agreeing to these Service Terms, you also represent that you are not accessing our website or using our products or services for any illegal or unauthorized purpose. You understand that you may not use our website for any illegal or unauthorized purpose nor may you, in accessing the website, violate any law in your jurisdiction which includes but is not limited to cybercrime and copyright laws. For the avoidance of any doubt, an "illegal or unauthorized purpose" includes but is not limited to accessing and/or utilizing our website, products, and/or services to violate local, state, federal, and/or international law or to harm or attempt to harm HQ Legal, Inc. and/or its customers, owners, directors, officers, employees, or contractors. You must not transmit any worms or viruses or any code of a harmful or destructive nature. You must also not use, reproduce, or distribute work contained on the website to any competitor of HQ Legal, Inc. without the prior authorization of HQ Legal, Inc. You may retain a copy of this Service Terms for your personal, non-commercial use.

## **2. GENERAL CONDITIONS.**

We reserve the right to refuse access to our website and to refuse to sell products and services to anyone for any reason at any time. We also reserve the right to refuse you access to content, products, and services available through any third-party website for any reason at any time.

You understand that any information that you share with us may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Personal information is always encrypted during transfer over networks.

You agree that you will not copy, reproduce, duplicate, sell, resell, or exploit any portion of the content of our website, use of the website, or access to the website, or any contact on the website through which the service is provided, without express written permission by us.

Headings used in herein are provided for your convenience only and shall not be deemed to aid in the interpretation of any provision herein.

### **3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION.**

We are not responsible if information made available through this website is not current, accurate, or complete. The material on this website is provided for general informational purposes only. General information contained on this website should not be relied upon or used as the sole basis for making decisions without consulting more current, accurate, or complete sources of information. Any reliance on the material on this website is at your own risk.

This website may contain references to historical information, multi-disciplinary or cross-disciplinary information, academic authoritative sources, or industry specific authoritative sources, reports, or opinions. These sources might not be current and are provided for reference only. We reserve the right to modify or update the website at any time. We do not have a duty to update our website. You agree that it is your responsibility to monitor changes to the website. You also agree that any reliance on any materials referenced on this website is at your own risk.

### **4. TERMS OF SALE OF GOODS SOLD ON OUR WEBSITE.**

At any given time, we may offer a variety of goods and services through this website and through social media pages and commerce site accounts maintained by us online.

*Payment.* All amounts due for retail purchases of products and services are payable in full at the time of purchase.

*Your Account.* When you make a purchase from our website, you may have the option to create an account as part of the checkout process. You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You further agree to accept responsibility for all purchases and activities that occur under your account.

*Acceptance of Order.* Your placement of an order does not necessarily assure that we will accept your order. We reserve the right to refuse any order in our sole discretion for any reason at any time. If you have not provided all of the information required by us to complete your order, we may require additional information before accepting your order. Your order will be promptly placed in line for delivery or shipment once your properly completed order is received, authorization of your form of payment is received, and we have accepted your order.

*Pricing and Availability.* All prices for products (and the associated costs of shipping and tax) and services available through our websites are shown in U.S. dollars. All items and services are subject to availability. Even if you have already placed your order, we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products or services without notice. All prices are subject to change without notice. You agree that taxes may be adjusted from the amount shown on the payment screens. Several factors may cause this (for example, variances between processor programs, changes in tax rates, etc.).

*Payment Terms.* For online sales, HQ Legal, Inc. currently accepts Visa, MasterCard, American Express, and Discover credit cards. By submitting your order, you represent and warrant that you are authorized to use the designated credit card or and authorize us to charge your order (including taxes, shipping, and handling) to that card or account. If the card cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled automatically. In the event you pay for products or services by credit card and subsequently “charge back” your purchase through your merchant account provider, HQ Legal, Inc. reserves the right to terminate these Service Terms and all pending orders and transactions immediately in addition to any and all available remedies at law or in equity.

For in-person sales, we currently accept all major credit cards and cash in United States dollars (“U.S.D.”). We do not accept crypto currency or foreign currency (currency other than U.S.D.).

*Shipping Terms and Policies.* We endeavor to ship all orders for in-stock items within two (2) business days. Our standard business hours are Monday through Friday, 10 a.m. to 5 p.m. Alaska Daylight Time. Shipping is typically via United States Postal Service (USPS) First Class Mail. For Alaska residents located in Alaska, you should allow three (3) to five (5) business days for standard delivery once an order has been shipped. We reserve the right to substitute another carrier of equal or lesser cost to deliver your order. If expedited shipping is required, please select that as your shipping choice.

All shipping charges are your responsibility, unless waived by us. Shipping charges will be included on your invoice and can be viewed prior to finalizing your order. The shipping charge shown during the checkout process is subject to verification. Shipping charges are subject to change without notice. All orders are shipped FOB shipping point. Title to products passes from HQ Legal, Inc. to you upon shipment and we are not responsible for any shipping delays or problems once a product has been shipped.

*Returns and Exchanges Policy.* All sales are final. We do not accept returns or exchanges for any digital products. For physical goods, we do not accept returns or exchanges except where a good offered by us is not as described or pictured and you return it in an unused condition.

*Errors.* We attempt to be as accurate as possible. However, we do not warrant that all good and service descriptions, photographs, pricing or other information on this website is accurate, complete, current, or error-free. In addition, for physical goods, all weights and size dimensions

are approximate. If a good offered by us is not as described or pictured, your sole remedy is to return it in an unused condition for a refund. In the event of an error, whether on this website, in an order confirmation, in processing an order, in delivering a product or otherwise, we reserve the right to correct such error and revise your order accordingly, or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

*Order Limits.* We reserve the right to limit the sales of our products or services to any entity, person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at HQ Legal, Inc.'s sole discretion. We reserve the right to discontinue any product at anytime for any reason. Any offer for any product or service made on this site is void where prohibited.

*Changes.* Descriptions of our goods and services are subject to change without notice. We reserve the right to change or discontinue our products and services (or any part thereof) at any time and without notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuance of any product, products, service, or services. We do not warrant that the quality of any product, service, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

## **5. OPTIONAL TOOLS.**

We may provide you with access to third-party tools or services over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools and services "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

In the future, we may also offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Service Terms.

## **6. THIRD PARTY LINKS.**

Our website may contain content, resources, and materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining, evaluating, or monitoring the content or accuracy. We also do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

You agree that we are not liable for any harm or damages related to the purchase or use of services, resources, content, materials, or transactions made in connection with third-party websites. Please view carefully the third-party's policies and practices. You are responsible to make sure that you understand them before you engage in any transaction with any third-party. Complaints, claims, comments, concerns, and questions regarding third-party products and services should be directed to the third-party.

## **7. USER COMMENTS, FEEDBACK, AND SUBMISSIONS.**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by e-mail, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you send to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Service Terms.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

## **8. INFINGEMENT POLICY.**

HQ Legal, Inc. respects the intellectual property of others, and we ask our users to do the same. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, the Copyright Act, and other applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; and

- a description of the copyrighted work or other intellectual property that you claim has been infringed; and
- a description of where the material that you claim is infringing is located on our website, with enough detail that we may find it on our website; and
- your address, telephone number, and e-mail address; and
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe that any content you contributed to the website that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature; and
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; and
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the United States District Court for the District of Alaska and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, HQ Legal, Inc. will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

The above information should be sent to HQ Legal, Inc.'s Copyright Agent for Notice of claims of copyright or other intellectual property infringement by e-mail to the following address. You can also contact us by mail at the address listed at the end of these Service Terms.

## **9. PERSONAL INFORMATION.**

Our ready to print legal forms are designed to limit the necessity for you to divulge certain personal and confidential information online. We have also implemented many technical and organizational measures which are designed secure your personal and confidential information. However, even with these precautions, when you share personal and confidential information with us, we cannot guarantee that unauthorized third parties will never be able to defeat our measures

or use your personal information for improper purposes. You provide your personal and confidential information to us at your own risk.

You are solely responsible for safeguarding your passwords, restricting access to our products and services from your compatible electronic devices (*for example*, computer, cellular phone, tablet, etc.). You must notify us of any unauthorized use of your password or account or breach of security. You will immediately take all reasonable efforts to mitigate against the effects of the security breach and to provide all information to HQ Legal, Inc. to remediate the breach. Any assistance provided by HQ Legal, Inc. in no way operate as acceptance or acknowledgment that we are responsible or liable to you or any party in connection with such breach.

## **10. PRIVACY POLICY.**

This privacy policy describes how we collect, use, disclose, transfer, store, retain or otherwise process your information when you disclose your personal and confidential information to us. Please read this Privacy Policy carefully. This privacy policy applies to information collected in connection to your access to and use of our website and your purchase of our products and/or services. By continuing to interact with our company, you consent to the practices stated in this policy.

*Information we collect about you.* We collect information you provide when you make a request to receive information about our products and services; when you are accessing our products and services online or communicating with us through third party websites; when you are interacting with us through our website and/or social media accounts; when you are providing information to help us facilitate your purchase of products and services and/or verify your account. Specifically, we collect financial information (including bank account information and payment card numbers); identification information (including your name, email address, identification numbers, postal address, signature, and phone numbers); transaction information (including information about when and where payment transactions occur, the names of transacting parties, a description of transactions, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions); and other information that you provide (including any information you voluntarily provide to us when you communicate with us, participate in promotions, suggest improvements, and/or make referrals).

*Information we collect from other sources.* When you transact with us online or in person, we may obtain information about you and/or those you represent. The data collected will vary based on how you interact with us and how you use our products and services. We may collect device information (including hardware model, operating system and version, device name, unique device identifier, mobile network information, and information about the device's interaction with us); financial information (including bank account and payment card numbers); identification numbers (including customer names, email address; mailing address; phone number; government-issued identification; or other historical, contact, and demographic information, and signature); location information (including the location of your electronic



device); transaction information (information about when and where the transactions occur, the names of the transacting parties, a description of the transactions which may include item-level data, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions); use information (including access time, “log-in” and “log-out” information, browser type and language, country and language setting on your device, internet protocol address, the domain name of your internet service provider; other attributes about your browser; mobile device and operating system, feature use; and the dates and times you have accessed our website or purchased goods and services); and other information (including any voluntary information that you directly provide HQ Legal, Inc. or that is available in a public record online).

*Sources of information.* We collect information directly from you when you submit information to us or consent to allow us access to information about you; indirectly through your devices and applications when you interact with our website or communicate electronically with us; through other sources including social media, online advertising companies; service providers and vendors who help us verify customer identities, to confirm credit, and to detect fraud; through credit bureaus and financial institutions; through mailing list providers; and through publicly available sources (such as criminal records).

*How we use your information.* We may collect, use, and share information about you to deliver information and support to you; to resolve disputes and collect fees; to provide customer support; to determine whether you are eligible to purchase products and services; to develop new products and services; to display your historical transaction and purchases information; to improve and facilitate your use of our products and services; to process or record payment transactions; to provide, maintain, and improve our website and social media accounts; to conduct internal research, measuring, tracking, and analysis; and to provide products and services.

*Communications with You.* We welcome the opportunity to discuss product and service improvements with customers because it helps us better serve our customers. We may send you surveys or request your feedback to help improve our products and services. We may also provide you information regarding promotions, information that you have requested, and information about products and services that might be of interest to you.

*Maintaining Trust while Protecting Products and Services.* We reserve the right to use your information to protect your, our, our customers', or your principal's rights or property, or the security or integrity of our website, products, and services; to verify or maintain the quality and safety of our products and services; and to verify your identity and/or your principal's identity. HQ Legal, Inc. may also use your information in connection with conducting investigations and audits; complying with or enforcing applicable laws, regulations, and industry standards; and responding to lawful requests for information from governmental entities or pursuant to a valid legal process. We may also use your information to contact you to help you with products or services, to help resolve disputes, to collect fees, to identify and fix technical errors, and to ensure compliance with Service Terms and any other applicable agreement or policies.

Regarding prohibited, malicious, or illegal activities, your information may be used to investigate, detect, prevent, and/or recover from or report fraud, misrepresentations, security breaches, or incidents, other potentially prohibited, malicious, or illegal activities, or to otherwise help protect your account, including to dispute chargebacks on your behalf.

*Advertising and Marketing.* In marketing our products and services to you, you may be sent marketing emails. If we send marketing emails, each email will have instructions on how you can “opt out” of getting marketing emails from us in the future.

*Information Shared with Other Users.* Your information may be disclosed to other users of our products and services if you interact with other users of our products and services (*for example*, attending events, posting online comments, etc.). You may also permit us to share your information with others based on your written consent.

*Information Shared with Service Providers.* We may share your information with service providers who help us provide, maintain, and improve our website, products, and service or help us facilitate e-commerce, marketing, and/or events. Please note that we may share with service providers aggregated and anonymized information that does not specifically identify you or any individual user of our products and services.

*Information Shared to Ensure Safety and Legal Compliance.* You consent to allow us to disclose your information if HQ Legal, Inc. determines that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process, or governmental request (for example, a valid order from a court or valid request from a law enforcement agency); (ii) to establish, exercise, enforce, or defend our legal rights; (iii) to protect our customers’ rights or property, or the security or integrity of our products and services; (iv) for an investigation of suspected or actual illegal activity; or (v) to protect us, users of our products and services, or the public from harm, fraud, or potentially prohibited or illegal activities.

*Automated Data Collection Technologies.* We may use automated technology to provide you information, access, and products and services. When you interact with our online services or communicate with us through electronic methods (for example, email or chat bars), we may obtain certain identifying information about you, your electronic device, and internet activity information. These technologies may help HQ Legal, Inc. remember your information, so you do not need to reenter it; track and understand how you are interacting with us; tailor content, products, and services to your preferences; measure the usefulness of our communications with you as well as our products and services; and otherwise manage and improve our products and services. Your browser may alert you when automated technologies might be in use. Please note that certain features we offer customers might not be available to you if you disable our automated technologies by changing your browser preferences or otherwise blocking our automated technologies.

We may also use third-party analytics service providers, such as Google Analytics and Facebook, to help us analyze how you use our online services. We may disclose your site use

information (including but not limited to your internet protocol address) to these analytics providers, and other service providers who use the information to help us figure out how you and others use our online services.

- Information regarding Google Analytics and how to opt out is available online at <https://marketingplatform.google.com/about/> or <https://support.google.com/analytics/answer/181881?hl=en>.
- Information regarding how Facebook uses your data is available online at <https://www.facebook.com/help/325807937506242/>; information regarding Facebook advertising is available online at <https://www.facebook.com/about/ads>.

*Information Retention.* HQ Legal, Inc. will keep your information for a period reasonably necessary to provide you products and services; to comply with applicable law, regulation, legal process, or governmental request; to collect fees and resolve disputes; to detect and rectify illegality; to address problems with products and services; and to protect HQ Legal, Inc. for the applicable statute of limitations periods.

*Rights of California Residents (California Residents Only).* If you live in California, California law gives you the right to ask if we disclose your personal information to third parties for their direct marketing purposes. Our policy is to not disclose our customers' personal information for others' direct marketing purposes. We do not disclose your personal information for others' direct marketing purposes. California law gives you the right to ask if we sell your personal information to third parties and to opt out of such sales. Our policy is to never sell your personal information. We have not sold your information in the past and we will not sell your information in the future.

*Information Regarding Children.* We ask that all our customer and visitors to our website refrain from providing us information regarding any minor child. If you inadvertently disclose such information to us, please contact us immediately so we can expunge such information from our system.

## **11. ERRORS, INACCURACIES, AND OMISSIONS.**

Occasionally there may be information on or in our website that contains typographical errors, inaccuracies, or omissions that may relate to good or service descriptions, pricing, promotions, offers, lead times, completion times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information in the website or on any related website is inaccurate at any time without prior notice (including after you have submitted any comments).

We undertake no obligation to update, amend, or clarify information in the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in our website or on any related website, should be taken to indicate that all information in our website or on any related website has been modified or updated.

## **12. PROHIBITED USES.**

In addition to other prohibitions as set forth in the Service Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our website or of any related website, other website, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our website or any related website, other website, or the Internet. We reserve the right to terminate your use of our website or any related website for violating any of the prohibited uses.

## **13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

We do not guarantee, represent, or warrant that your use of our website will be uninterrupted, timely, secure or error-free. We also do not warrant that the results that may be obtained from the use of our website will be accurate or reliable.

You agree that from time to time we may remove or shut down our website for indefinite periods of time or cancel any goods or services offered on our website at any time, without notice to you. You expressly agree that your use of, or inability to use, the website is at your sole risk. The website and all products and services delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

*In no case shall HQ Legal, Inc., our directors, officers, shareholders, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of our website or any products or services procured using our website, or for any other claim related in any way to your use of our website or any product or services procured using our website, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the*

*exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.*

IN NO EVENT SHALL HQ LEGAL, INC. AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS WEBSITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE WEBSITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HQ Legal, Inc. is a United States-based company and website. We make no representation that any aspect of our website or any product or service procured using our website is appropriate or available for use outside of the United States or may be used for persons who are not citizens of the United States or residents of other countries. Those who access our website from other locations are responsible for compliance with applicable local laws. The website or any product or service procured using our website is subject to applicable export laws and restrictions.

#### **14. INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless HQ Legal, Inc. and our affiliates, partners, officers, directors, shareholders, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Service Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

#### **15. SEVERABILITY.**

If any provision of these Service Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Service Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **16. TERMINATION.**

These Service Terms are effective unless and until terminated by either you or us. You may terminate these Service Terms at any time by notifying us that you no longer wish to purchase

our goods or use our Services, or when you cease using our site. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Service Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our products and services (or any part thereof).

## **17. GOVERNING LAW; DISPUTE RESOLUTION.**

These Service Terms and any separate agreements whereby we provide you goods or services shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to principles of conflict of laws.

In the event of a dispute between you and HQ Legal, Inc. (including any dispute over the validity, enforceability, or scope of this dispute resolution provision), other than with respect to claims for injunctive relief, the Dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. The place of the arbitration shall be in Fairbanks, Alaska. In the event that there is any dispute between you and Company that is determined not to be subject to arbitration pursuant to the preceding sentence, or in the event this arbitration provision is held unenforceable or invalid by a court of competent jurisdiction, you agree to submit in that event to the exclusive jurisdiction and venue of the courts of the State of Alaska located in *the Fairbanks North Star District* or the United States District Court for the District of *Alaska*. You agree that this Agreement and the relationship between you and Company shall be governed by the Federal Arbitration Act and the laws of the State of Alaska without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

## **18. ENTIRE AGREEMENT.**

The failure of us to exercise or enforce any right or provision of these Service Terms shall not constitute a waiver of such right or provision.

These Service Terms and any policies or operating rules posted by us on this site or in respect to The Service Terms constitutes the entire agreement and understanding between you and us and govern your purchase of goods and use of our services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Service Terms).

Any ambiguities in the interpretation of these Service Terms shall not be construed against the drafting party.

## **19. MODIFICATIONS TO SERVICE TERMS.**

You can review the most current version of the Service Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Service Terms by posting updates and changes to our website. This includes but is not limited to our Privacy Policy. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or any product or service procured using our website following the posting of any changes to these Service Terms constitutes acceptance of those changes.

## **20. COMMUNICATIONS.**

When you send HQ Legal, Inc. emails, text messages, and other communications from any electronic device to us, you may be communicating with us electronically. You consent to receive communications from us electronically which includes but not limited to e-mails, texts, mobile push notices, or notices and messages on this website or through our social media and commerce accounts. You additionally consent to receive communications via non-electronic means which include but are not limited to mail, flyers, etc.

## **21. CONTACT INFORMATION.**

Please contact us at [info@hqlegalforms.com](mailto:info@hqlegalforms.com) for any questions or concerns regarding our Service Terms.