# ABDULLAH LAW FIRM, PLLC

### WEBSITE TERMS AND CONDITIONS

#### Last Updated: May 3, 2024

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SERVICES (DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS WEBSITE OR USE OUR SERVICES. ACCESSING OUR WEBSITE DOES NOT MAKE YOU A CLIENT OF OUR FIRM OR CREATE AN ATTORNEY-CLIENT RELATIONSHIP, AS ALL ATTORNEY-CLIENT RELATIONSHIPS WITH OUR FIRM ARE ESTABLISHED BY SEPARATE WRITTEN CONTRACT.

These Terms of Service ("**Terms**") apply to your access to and use of the website(s), mobile applications, and other online products and services that are provided by Abdullah Law Firm, PLLC ("**Abdullah Law Firm**," "we," or "us") and link to these Terms (collectively, our "**Services**"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with us, for products, services or otherwise.

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by posting a notice on our Services and/or updating the "Last Updated" date above. Your continued use of our Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended Terms, you must stop using our Services. If you are a contractual client and want to stop using our Services, please notify us in writing.

If you have any questions or comments regarding our Services or these Terms, please contact us at <u>info@abdullahlawfirm.com</u>

#### **1. Privacy Policy**

Please refer to our <u>Privacy Policy</u> for information on how we collect, use, share and otherwise process information from users of our Services.

#### 2. No Legal Advice; Advertising Statement

Our Services are for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney directly to obtain advice with respect to any issue or problem. Use of and access to our Services does not create an attorney-client relationship. The opinions expressed at or through the Services are the opinions of the individual author and may not reflect the opinions of the firm or any individual attorney.

Portions of the Services may contain attorney advertising under the rules of the State of Washington. Prior results do not guarantee a similar outcome.

## 3. Eligibility

You must be at least 18 years of age to use our Services. If you are under 18 years of age or the age of legal majority where you live, you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 or the age of legal majority, you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us in addition to you being responsible for your uses of our Services.

## 4. Intellectual Property Ownership and Limited License

Our Services, including the text, graphics, images, photographs, videos, illustrations, information, data, software, and other content and materials contained therein and the selection, arrangement and presentation thereof, are owned by Abdullah Law Firm and are protected under both U.S. and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are granted a limited, nontransferable, non-sublicensable, revocable license to access and use the Services for non-commercial purposes and to download and print materials from the Services for the purpose of viewing, reading and retaining such materials for reference. Any other access, use, copying, distribution, retransmission or modification of our Services, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

### 5. Trademarks

Abdullah Law Firm, PLLC, the Abdullah Law Firm logo, and any other product or service name contained in our Services are trademarks of Abdullah Law Firm, and may not be copied, imitated or used, in whole or in part, or used without our permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship or recommendation.

## 6. Repeat Infringer Policy; Copyright Complaints

In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that any part of our Services infringes any copyright that you own or control, you may notify our Designated Agent as follows:

Designated Agent:	General Counsel
Address:	10550 Lake City Way NE
	Suite E
	Seattle, WA 98125
Telephone Number:	206.363.0455
E-Mail Address:	Info@abdullahlawfirm.com

Please see <u>17 U.S.C.  $\S512(c)(3)$ </u> for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable to us for certain costs and damages.

#### 7. Third-Party Content

We may provide information about third-party products, or services on our Services, or we may allow third parties to make their content and information available on our Services (collectively, "**Third Party Content**") as a service to those interested in this information. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. We do not control, endorse or adopt any Third-Party Content and make no representation or warranties of any kind regarding Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

### 8. User Content and Interactive Services or Areas

Our Services may include interactive areas or services ("Interactive Areas"), such as interactive tools, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post, store or share content, including messages, data, information, photos, videos, applications and other materials on our Services (collectively, "User Content"). Except for the license you grant below, you retain all rights in and to your User Content, as between you and Abdullah Law Firm.

You grant Abdullah Law Firm and our affiliates a nonexclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to our Services; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor any of the User Content posted in Interactive Areas, we may delete or remove any User Content at any time and for any reason without or without notice.

# 9. Feedback

Separate and apart from User Content, you may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information or materials regarding our Services (but excluding any client information) (collectively, the "**Feedback**"). You understand that we may use such Feedback from you for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish or improve the Feedback in our sole discretion. You understand that we may treat Feedback as nonconfidential unless you are contractual client of our firm and have requested in writing that such Feedback remain confidential.

# **10. Prohibited Content and Conduct**

You are solely responsible for your use of such Interactive Areas and use them at your own risk. You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Services. You may only post or otherwise share User Content that is nonconfidential and that you have all necessary rights to disclose, including the lawful right to distribute and reproduce such User Content. You will not post, upload to, transmit, distribute, store, create or otherwise publish through our Services any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent, or otherwise illegal;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the legal rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary legal right of any party. By posting or providing any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;

- User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences, or that are otherwise untruthful statements by you;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, any political campaigning, unsolicited advertising or solicitations;
- Private or personal information of a third party without such third party's consent where that third party is not a named party in legal action or the personal information is not required to provide you Service as part of our representation to you as a contractual client;
- Viruses, malware, corrupted data, or other harmful, disruptive or destructive files or content; or
- User Content that, in our sole judgment, is objectionable or restricts or inhibits any other person from using or enjoying the Interactive Areas or our Services, or may expose us or our users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while accessing or using our Services, and you agree that you will not do any of the following in connection with our Services or its users:

- Use our Services other than for their intended purposes;
- Use or attempt to use another user's account without authorization from us and that user;
- Impersonate or post on behalf or any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Engage in any stalking, intimidating, threatening, predatory or otherwise harassing conduct or cause discomfort to other users;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us;
- Modify our Services, or make any derivative works based on our Services other than those expressly authorized by us in writiing;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services;

- Develop or use any applications that interact with our Services without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters or pyramid schemes;
- Send any unsolicited commercial messages;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any illegal activity that violates these Terms; or
- Circumvent or attempt to circumvent any filtering, security measures or other features that we may from time to time adopt to protect our Services, our users or third parties.

We may also, at our sole discretion, limit access to our Services and/or terminate the accounts of any users who infringe any intellectual property rights of others or who engage in unlawful activity, whether there is any repeat infringement or not. Enforcement of this Section 10 is solely at our discretion, and failure to enforce this Section 10 in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 10 does not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules.

## **11. User Accounts**

To access certain areas of our Services, you may be required to register for an account. If you register for an account, you agree to provide accurate information and promptly update this information if it changes. You must also maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, in those usernames.

### **12. Indemnification**

To the fullest extent permitted by applicable law, you will defend, indemnify and hold harmless Abdullah Law Firm, our officers, agents, partners, employees, independent contractors, service providers and consultants, and their respective directors, employees and agents (individually and collectively, the "Abdullah Law **Firm Parties**"), from and against any losses, claims, damages, demands, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) ("Claims") arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify the Abdullah Law Firm Parties of

any third-party Claims, cooperate with the Abdullah Law Firm Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Abdullah Law Firm Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Abdullah Law Firm Parties.

## 13. Disclaimer

Except as expressly provided in writing by us, our Services are provided "as is" and "as available" without warranties of any kind, either express or implied. We disclaim all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While we attempt to make your use of our Services safe, we cannot and do not represent or warrant that our Services or its servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Services.

# 14. Limitation of Liability

To the fullest extent permitted by applicable law, the Abdullah Law Firm Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, warranty or otherwise—for any special, indirect, incidental or consequential damages, or lost profits, even if we or the other Abdullah Law Firm Parties have been advised of the possibility of such damages.

In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to these Terms exceed the greater of any compensation you pay, if any, us for access to or use of our Services, or fifty dollars (\$50.00).

The limitations set forth in this Section 14 will not limit or exclude liability for our or the other Abdullah Law Firm Parties' gross negligence, fraud or intentional misconduct, or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you in those jurisdictions.

# **15. Modifying and Terminating Services**

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

### 16. Governing Law and Venue

Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of the state of Washington, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in King County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

#### **17. Severability**

If any provision of these Terms is unlawful, void or unenforceable, that provision shall be deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

#### **18. Miscellaneous**

Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights on any other person or entity. You agree that communications and transactions between you and Abdullah Law Firm may be conducted electronically.