

TERMS OF USE

for the

My Online Lawyer Websites and Services

1. My Online Lawyer; Limited Representation

My Online Lawyer is a Colorado limited liability company (“My Online Lawyer” or “we”). We provide a la carte or discreet online legal services (“Services” or “Subscription Services”) through a number of websites (“Websites”). Our representation of you is expressly limited to the legal services you purchase. It is not possible to contact any of our attorneys directly to seek legal advice about your legal services. And, once we provide you with your customized legal documents, My Online Lawyer expressly withdraws from our limited representation of you. Ultimately, you are responsible for ensuring that the legal services you purchase are appropriate for your unique legal need. If our legal services do not meet your legal needs, or you have questions that are not addressed during the interactive, online interview, then you should seek the advice of a local attorney in your area.

2. Registration

In order to use any My Online Lawyer Website and any My Online Lawyer Services, you must first register and create a username and password. By registering, you accept these Terms of Use.

3. Acceptance of Terms

PLEASE READ THESE TERMS CAREFULLY. YOUR REGISTRATION AND USE OF ANY OF THE MY ONLINE LAWYER SERVICES OR WEBSITES CONSTITUTES YOUR REPRESENTATION THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS. YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND MY ONLINE LAWYER. IF YOU CHOOSE TO ACCEPT THESE TERMS, THEN YOU MUST DO SO AS THEY ARE PRESENTED TO YOU; NO CHANGES WILL BE ACCEPTED BY MY ONLINE LAWYER.

4. Description of Services

As stated above, we provide a la carte or discreet legal services only. And, our representation of you is expressly limited to the legal services you purchase.

The Services are subject to these Terms of Use. We reserve the right to modify our Terms of Use at any time, so please review them frequently. You are bound by such changes, as soon as they are available on our Websites. The most current version of the Terms of Use can be reviewed by clicking on the “Terms of Use” hypertext link located at the bottom each Website page. *We encourage you to keep a copy of the Terms of Use for your reference.*

5. Privacy Policy

Please see our Privacy Policy which is incorporated herein by reference. The most current version of the Privacy Policy can be reviewed by clicking on the “Privacy Policy” hypertext

link located at the bottom each Website page. *We encourage you to keep a copy of the Privacy Policy for your reference.*

6. Your Responsibilities and Representations

Key to providing the Services is our online, interactive interview process (the “Interview”). During the Interview, we ask you a variety of questions. Only you know the answers to the questions, and only you have the information needed to prepare your custom legal documents (“Your Information”). Therefore, you expressly represent that Your Information is complete and accurate, including, but not limited to, spelling errors. You further represent that Your Information does not violate any third-parties’ legal rights. In addition, you agree to hold us harmless from your violation of your responsibilities or representations, as well as, these Terms of Use and our Privacy Policy.

7. Your Information

You own Your Information, although we will use Your Information to provide your purchased Services. By providing Your Information to us, you are granting to us, and our affiliated companies and necessary sub-licensees, permission to use Your Information in connection with providing the Services. This permission to use Your Information includes the permission to use Your Information to create your account; store Your Information; communicate with you about the Services; and to bill and charge for your use of the Services.

8. Payment Terms

- a. General. You agree to pay the price for your Services as indicated in your shopping cart at check-out. Unless otherwise provided by law, all charges are earned and nonrefundable once you purchase the Service. You represent and warrant that you are authorized to use the payment method entered to purchase the Services, and you will hold us harmless for any unauthorized use.
- b. Subscription Services. Some of our Services renew at pre-stated intervals (“Subscription Services”). If you purchase a Subscription Service, you authorize us, and our credit card merchant, to use your stored payment method to bill and charge you for the Subscription Services as they renew unless we receive your written cancellation notice at least 30-days’ prior to the Subscription Service renewal date. You agree that if no timely written notice is received that we may automatically renew and charge your payment method for the Subscription Service, and such renewal fee is nonrefundable.
- c. Registered Agent and Principal Business Address Services. If you have subscribed to our registered agent or principal business address Subscription Service, pursuant to state law, you must first file the necessary document to replace My Online Lawyer as your registered agent or principal business address with you respective state agency BEFORE you may cancel this Subscription Service. And, you must provide us with a copy of the documentation showing that the registered agent or principal business address was changed when you send your written notice of cancellation to us as outlined above in Section 8 b.

9. Price Increases

We will notify you in advance if we change the price of the Subscription Services. Notice will be sent to the email address we have on record. Emailed notices will be deemed given and received when sent. If you don't agree to the price changes, then you must cancel and stop using the Subscription Services, as outlined in Section 8 above, before your next renewal date. If you fail to cancel your Subscription Service prior to the renewal date, you will be deemed to have agreed to the price increase and to have authorized us to renew the Subscription Services at the new price.

10. Updates to Your Account Information

You must keep your account information current, including your payment method. You may update your account information by logging into your online account. You may change your payment method at any time.

11. Account Suspension, Closure and Document Retention

If we are no longer able to bill you for the Services, we may, but are not obligated to, suspend your account. If your account is suspended, you will not be able to login to your account, use the Services, or access your documents until your account is brought current. We may, in our sole discretion, assess a reactivation fee. In addition, we may, but are not obligated to, close your account for inactivity. We will send you an email prior to closing your account, so you may retrieve your documents by a stated deadline. Once your account is closed, Your Information and all your documents will be deleted and unrecoverable.

12. Your Account, Password, and Security

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time without the account holder's express authorization.

13. No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any of our servers or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

14. Proprietary Rights

My Online Lawyer is the owner of all intellectual property, including trademarks, copyrights, patents and trade secrets, for the Websites, including design, format and layout, and its business. You may not use any My Online Lawyer intellectual property without our express written permission, or unless otherwise permitted by law.

15. Law, Jurisdiction and Venue

You agree that these Terms of Use are made under, and shall be construed and enforced in accordance with, the laws of the State of Colorado, without regard to its conflict of law provisions. You agree and consent to the venue and personal and subject matter jurisdiction of the federal and state courts for the State of Colorado.

16. Termination and Survival

These Terms of Use are effective until terminated. Termination will occur when your account is closed and all amounts due for the Services have been paid in full.

All provisions of these Terms of Use relating to payment, warranties, disclaimers, limitations of liability, and proprietary rights shall survive termination.

17. How to Contact Us and Written Notice

Should you need to cancel a Subscription Service or have other questions or concerns about the Terms of Use, please contact using the “Contact Us” function on the Websites.