

TERMS AND CONDITIONS OF USE

This site, *www.cmlindseylaw.com*, has been designed to support and protect the residents, and others, of Flint, Michigan, who are facing a crisis due to a long-term lack of access to healthy water and consumption of toxic water.

Please read these Terms and Conditions carefully. These Terms and Conditions include our policy for acceptable use of our *ww.cmlindseylaw.com* site and all content posted on *ww.cmlindseylaw.com*, your rights, obligations, and restrictions regarding your use of *ww.cmlindseylaw.com*, and the Privacy Policy of *ww.cmlindseylaw.com*.

By accessing and subscribing to this website, you accept, without limitation or qualification, the following Terms and Conditions. You are only authorized to use *ww.cmlindseylaw.com* and its services if you agree to abide by all applicable laws and to these Terms and Conditions. If you do NOT accept the Terms and Conditions, please discontinue your use of the website.

We may modify these Terms and Conditions from time to time and such modifications shall be effective upon posting on the website. You agree to be bound to any changes to these Terms and Conditions when you use the website after any such modification is posted. Is it important that you review these Terms and Conditions regularly to ensure that you are updated as to any changes made. These Terms and Conditions constitute the entire agreement regarding your use of the website, the services it offers, and supersedes any such prior terms.

Without limiting any other provisions of this Agreement, you may not use this website for any purpose that is unlawful or prohibited by this Agreement and/or any applicable additional terms. Your access to this website may be terminated immediately in our sole discretion, with or without notice, if you fail to comply with any provision of this agreement and/or additional terms, or for any other reason, or no reason. You expressly agree not to:

- Use this website, or its contents, for any commercial purpose;
- Access, monitor, or copy any content or information of this website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionate burden on our infrastructure; and
- “Frame,” “mirror” or otherwise incorporate any part of this website into any other website without our prior written permission.

Eligibility

This *ww.cmlindseylaw.com* site is not available to persons under the age of 18. By submitting the questionnaire form and subscribing to *ww.cmlindseylaw.com*, you represent that you are at least 18 years of age and have not been previously suspended or removed from this site.

Content on the Site

The material on this website is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the website; including, but not limited to, text, audio, video, code and software. We neither warrant nor represent that your use of materials displayed on the website will not infringe rights of third parties not owned by us or affiliated with this website.

This website may provide you and other users with an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the website or others ("Post" or "Postings"). Postings do not reflect our views. We will monitor, edit, and review any Postings on the website; however, we assume NO responsibility or liability arising from the content of any postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such postings on the website. You are strictly prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

Without limiting the foregoing, the following behaviors are strictly prohibited:

- Strong, vulgar, obscene or otherwise harmful language,
- Racially, ethnically or otherwise, objectionable language,
- Harassing, intimidating, stalking or threatening other community members,
- Libelous, defamatory or otherwise tortious language,
- Online vandalism,
- Impersonation of another person,
- Posting, distributing, transmitting or promoting illegal content,
- Invasion of another's privacy,
- Actions that are hurtful to minors,
- Posting, providing, transmitting or otherwise making available any materials or information infringing on the rights of a third party,
- Posting, providing, transmitting or otherwise making available any junk mail or spam, and
- Posting, uploading, emailing or otherwise transmitting any material that contains any malicious computer code, or reverse engineering or hacking any materials on the Site.

We will fully cooperate with any law enforcement authorities or court order requesting or directing the website to disclose the identity of anyone posting any such information or materials.

Intellectual Property

You represent and warrant that: (i) you own the content posted by you on or through the website or otherwise have the right to grant the license set forth below, and (ii) the posting of your content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

By displaying or posting content on the website, you hereby grant us a nonexclusive global license to publish the content submitted by you to the website. You also grant us global nonexclusive adaptation and resale rights over any content and material submitted to the website. These nonexclusive publishing license and resale/adaptation rights extend to any materials submitted "for publication" within the website, including both forum postings and content submitted for uploading and subsequent publishing within non-message board portions of the website. Neither we, nor our staff will be responsible for any misleading, false or otherwise injurious information and advice communicated on the website or for any results obtained from the use of such information or advice. We will not be liable for any loss or damage suffered by a user through the user's reliance on information and advice gained on the website.

Links

This *ww.cmlindseylaw.com* site may provide links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites and resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any such content, goods or services available on or through any such site or resource.

Infringement Policy

Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), we reserve the right, but not the obligation, to terminate your license to use the website if we determine in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. We accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials.

Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, directors, officers, agents, vendors or other partners and employees harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of any material or information posted, provided, transmitted or otherwise made available by you on the website or through the Cynthia M. Lindsey & Associates Law Firm's services, or by your violation of these Terms and Conditions, or by your violation of the rights of another.

Disclaimers and Limitation of Liability

You understand and agree that the website is provided "As-Is" and that we assume no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the website. Nor do we assume any liability for the failure to store or maintain any user communications or personal settings.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE OR THROUGH OR FROM ITS SERVICES SHALL CREATE ANY

WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

IN NO EVENT SHALL THE SITE OR ITS OWNER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE OR ITS SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the disclaimer, exclusion or limitation of incidental or consequential damages, so the foregoing disclaimer, exclusion and limitation may not apply to you, and you may have other legal rights that vary according to jurisdiction. In no event will damages provided by law (if any) apply unless they are required to apply by statute, notwithstanding their exclusion by contract.