

Terms and Conditions of Use: Holland & Knight LLP

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Terms and Conditions of Use

This Website (the “**Website**” or “**Site**”) is provided to you by Holland & Knight LLP (“**H&K**”). To assist you in using our Website, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we may offer through our Site, we have created (i) these Terms and Conditions of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site.

Our Terms and Privacy Policy apply to all visitors to our Website (collectively, “**Site Users**”), including (i) casual visitors who visit the Site to learn more about our services (“**General Visitors**”); and (ii) registered users, to whom we have granted access to certain password-protected areas and features of our Site (“**Registered Users**”). Registered Users include (a) clients and co-counsel of H&K for whom we have created, and granted access to, extranet sites (“**Extranet Users**”); and (b) current and former employees of H&K who have registered as

members of our online alumnae/i network (“**Alumnae/i Users**”). The term “**you**” in these Terms means both General Users and Registered Users.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

1. Your Agreement

These Terms govern your use of the Website. Please read these Terms carefully; they impose legal obligations on you and on H&K, and establish our legal relationship. By using our services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, if you affirmatively become a Registered User, during the submission process (and from time to time as we may require) you will be prompted to click an “I Accept” button, which further confirms your agreement to be legally bound by these Terms.

2. Components of the hklaw.com Website

Our Website is divided into two broad areas and feature-sets: (i) those that are accessible to all Site Users (the “**General Site**”); and (ii) those areas that are password-protected (the “**Password Protected Sites**”). We offer two types of Password Protected Sites: (a) the “**Extranet Sites**”, which are created and individualized for, and made accessible only to, Extranet Users; and (b) our H&K “**Alumnae/i Network**”, which is an online social network accessible only to Alumnae/i Users.

3. Grant of Rights

- 3.1 Grant of Rights to Site Users.** Provided you comply with these Terms, we grant you the right to access all areas of the Website for purposes of (i) learning more about our services, (ii) registering to receive newsletters and other materials; (iii) registering for H&K presentations and other events; (iv) exchanging information via an Extranet Site, in accordance with the functionality provided by that Site; and (v) exchanging information via the Alumnae/i Network, (collectively, “**Permitted Purposes**”). In addition, we grant you the right to print out a reasonable number of pages from our Website, and circulate to interested parties a copy of these pages, provided that (a) you use – and ensure others with whom you share copies use – the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Website. Apart from these express rights to use our Site and print out Site content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Website, or any materials we have made available on the Site.
- 3.2 Grant of Rights to Extranet Users.** In addition to those rights set out in Section 3.1 (Grant of Rights to Site Users), you have the following rights with respect to information and materials posted on an Extranet Site to which you have authorized access: (i) where you and H&K enjoy an attorney-client relationship, you hold those rights in H&K work product posted on the Site that are set by

applicable Ethics Rules; and (ii) where the you are not an H&K client (or H&K work product is not involved), you enjoy such rights from H&K in the materials as are necessary to accomplish the purpose of the Extranet Site.

3.3 Provisions for Alumnae/i Users

3.3.1 **Grant of Rights to Alumnae/i Users.** In addition to those rights set out in Section 3.1 (Grant of Rights to Site Users), you have the following rights with respect to information and materials posted on the Alumnae/i Network to which you have authorized access: you enjoy such rights from H&K in the materials as are necessary to accomplish the purpose of the Alumnae/i Network.

3.3.2 **Your Grant of Rights to H&K.** When you affirmatively post information or material ("**User-Driven Content**" or "**Content**"), you grant H&K a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use, copy, reformat, index, modify, display, and distribute User-Driven Content for the purposes the Alumnae/i Network. No compensation will be paid with respect to our use of User-Driven Content under this grant.

3.3.3 **Your Grant of Rights to Other Alumnae/i Users.** By posting User-Driven Content, you also grant to all other Alumnae/i Users ("**Fellow Alumnae/i**") a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use your User-Driven Content, provided that the Fellow Alumnus/a meets and maintains each of the following conditions: (i) User-Driven Content shall not be used for commercial purposes, (ii) User-Driven Content shall not be used outside of the Alumnae/i Network, for example, at a URL that does not include "hklaw" as the top-level domain, and (iii) under no circumstances shall Fellow Alumnae/i exercise these rights with respect to your User-Driven Content by modifying or changing your Content without your express permission to do so. No compensation will be paid with respect to a Fellow Alumnus/a's use of your User-Driven Content under this grant.

3.3.4 **Rights You Must Have in User-Driven Content.** By posting User-Driven Content, you represent and warrant (i) that you own all rights needed to grant requisite rights under Section 3.3.2 (Your Grant of Rights to H&K) and Section 3.3.3 (Your Grant of Rights to Other Alumnae/i Users); (ii) that you own the copyright in all of the Content subject to copyright protection, or else have been given needed permissions by the copyright owner, or use the Content under "fair use" principles; and (iii) that each person depicted in images or identified in text in User-Driven Content (if any), has consented to your use of the Content as set forth in these Terms.

3.4 **Site Users' Feedback and Testimonials.** From time to time, we may solicit and/or accept your feedback or testimonials regarding H&K, our services or our Site. We will not disclose, disseminate or publish such feedback or testimonials outside of H&K without obtaining your consent to do so.

4. H&K Ownership; Reservation of Rights

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Website, including all associated intellectual property rights, are the property of H&K and its licensors, and are protected by copyright and other intellectual property laws, or are included based on principles of "fair use". H&K retains all rights with respect to the Website except those expressly granted to you in Section 3 (Grant of Rights), above.

5. Links to Third-Party Sites

The Website may contain links or produce search results that reference links to third party websites (collectively "**Linked Sites**"). H&K has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. H&K does not endorse the content of any Linked Site, nor does H&K warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

6. Code of Conduct

As a condition to your use of the Website, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- Seek to obtain access to any materials or information through "hacking" or through any other means that we have not intentionally made available to you through the Website.
- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Site that you know or should know contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks (such as the internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

7. Limitations on Users' Privileges

- 7.1 Revocation or Suspension of Users' Privileges.** We reserve the right at any time to terminate or suspend your access to some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

7.2 Disclosure. H&K reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

8. Additional Provisions for Alumnae/i Users

8.1 Monitoring. We expect each user of our Alumnae/i Users to act responsibly, and to respect the rights of others. We seek to protect the integrity and security of our Website and other resources, and the right to protect our community of Alumnae/i Users from claims of intellectual property infringement and other claims or threats, such as those detailed in Section 6 (Code of Conduct). Toward these ends, we reserve the right in our discretion (i) to monitor your use of the Website, your profile, and the User-Driven Content that you post to, or transmit through, the Site, and (ii) to take other actions we deem necessary to protect our community of Alumnae/i Users and our resources. In light of this monitoring, you cannot expect that communications through our Website will remain "private" or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

8.2 Filters; Blocking and Removal of Content. Although we have no – and assume no – obligation to monitor activities on our Website, please understand that we may employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. We reserve the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

8.3 Reports and Complaints. If you believe that a Fellow Alumnus/a or other Site User has acted inappropriately, such as by violating our Code of Conduct, you may report your concerns either via the links we have included on the Site, or by contacting us in accordance with Section 13 (Contact for Alleged Copyright Infringement). If we are notified by a Site User that he or she believes that User-Driven Content at the Site does not comply with our Code of Conduct, we may investigate the allegation and determine in good faith, in our sole discretion, whether to remove or block access to the Content, or to take action with respect to the person or persons responsible for posting the Content. We have the right (but not the obligation), in our sole discretion, to remove, relocate, change from public to private, or otherwise block or restrict any User-Driven Content at any time, with or without notice, and without liability.

8.4 Disputes Between Alumnae/i Users. You are solely responsible for your interaction with Fellow Alumnae/i, both online and offline. We may monitor disputes between Alumnae/i Users, but we have no obligation to become involved. If you have a dispute with one or more Fellow Alumnae/i, you release H&K (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

9. Advisory; No Legal Advice Provided

The information presented on our Website is provided as a courtesy by H&K. The Site is not intended as a substitute for professional legal advice. If you have, or suspect that you may have a legal problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem. H&K EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE SITE. Persons accessing this information assume full responsibility for the use of the information and understand and agree that H&K is not responsible or liable for any claim, loss or damage arising from the use of the information. Moreover, USE OF THE SITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

10. Disclaimers

- 10.1 Concerning Site Functionality and Availability.** H&K does not promise that the Website, including any Extranet Sites and the Alumnae/i Network, will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. Extranet Users acknowledge that they have means other than the Extranet Site available to them to obtain needed information from H&K and agree that, if H&K provides timely information via such other means, the inaccessibility of the Extranet Site is harmless. H&K DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.
- 10.2 No Disclaimer Concerning Attorney-Client Exchanges via Our Extranet Site.** We expressly retain, and do not disclaim in any manner, responsibility for the content of our attorney-client communications via Extranet Sites, and our provision of advice or attorney work product to clients via the Extranet Site.
- 10.3 Concerning Alumnae/i Network: No Responsibility for Content.** H&K does not control, and does not necessarily endorse, the Content posted by any given Alumnus/a User. Thus, when you participate in the Alumnae/i Network, you do so at your own risk. H&K EXPRESSLY DISCLAIM RESPONSIBILITY FOR ALL ALUMNI/EA USERS' CONTENT.
- 10.4 Use of Site Does Not Create an Attorney-Client Relationship.** You agree that your use of our Website does not create an attorney-client relationship with H&K.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL H&K BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO (i) YOUR USE OF THE GENERAL SITE, OR (ii) YOUR USE OF THE ALUMNI/AE NETWORK. For the avoidance of doubt, if such use is in connection with an attorney-client relationship with H&K via the Extranet Site, this Section does not govern the parties' relationship.

12. Indemnity

You agree to defend, indemnify, and hold H&K and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

13. Contact for Alleged Copyright Infringement

H&K respects the intellectual property rights of others and requires that its users do the same. If you believe that any content available on our General Site or any of our Password-Protected Sites, or other activity taking place on the Site, constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

Gilda Tuoni Russell
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
(617) 523-2700 X71452
gilda.russell (at) hklaw (dot) com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

14. Additional Terms for Certain Services or Sites

Certain Password Protected Sites or other services may be subject to additional or different terms and conditions. We will notify you if the Site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Sites or services, if you do not agree with the differing terms and conditions.

15. Modifications to these Terms

If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to the Website. Please feel free to print out a copy of these Terms for your records.

16. General

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district that includes Tampa, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. H&K's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between H&K and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

17. Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 4 (H&K Ownership; Reservation of Rights)
Section 9 (Advisory; No Legal Advice)
Section 10 (Disclaimers)
Section 11 (Limitation of Liability)
Section 12 (Indemnity)
Section 16 (General)
Section 17 (Survival)

18. Definitions

- 18.1** “**Alumnae/i Network**” has the meaning set forth in Section 2 (Components of the hklaw.com Website).
- 18.2** “**Content**” has the meaning set forth in Section 3.3.2 (Your Grant of Rights to H&K).
- 18.3** “**Extranet Sites**” has the meaning set forth in Section 2 (Components of the hklaw.com Website).
- 18.4** “**Extranet Users**” means clients and co-counsel of H&K for whom H&K has created, and granted access to, password-protected extranet sites.
- 18.5** “**Fellow Alumnae/i**” has the meaning set forth in Section 3.3.3 (Your Grant of Rights to Other Alumnae/i Users).
- 18.6** “**General Site**” has the meaning set forth in Section 2 (Components of the hklaw.com Website).
- 18.7** “**General Visitors**” are visitors to our Site, who do not become Registered Users.
- 18.8** “**Password Protected Sites**” has the meaning set forth in Section 2 (Components of the hklaw.com Website).
- 18.9** “**Registered Users**” are Users who have access to password-protected areas of the Site.
- 18.10** “**Site Users**” or “**Users**” are all visitors to the Website, consisting of both General Users and Registered Users.
- 18.11** “**Terms**” means these Terms and Conditions of Use of the Website, located at www.hklaw.com.
- 18.12** “**User**” means a Site Visitor, Extranet User or Alumnae/i User.
- 18.13** “**User-Driven Content**” has the meaning set forth in Section 3.3.2 (Your Grant of Rights to H&K).

18.14 "Website" means the H&K website, including areas accessible to all General Visitors as well as areas accessible only to Registered Users.

19. Site Administration

If you have comments or questions about the administration of our Website, you may contact us at the following address:

Gilda Tuoni Russell
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
(617) 523-2700 X71452
gilda.russell (at) hklaw (dot) com

20. Effective Date

The effective date of these Terms is April 1, 2011.

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