

YourCaseCounts.com Online Terms and Conditions

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YourCaseCounts.com connects consumers with legal assistance. When you contact us, with your permission we may connect you with an attorney or law firm to assist you.

YourCaseCounts.com (sometimes referred to as the “Web Site”) is not responsible and does not guarantee any outcomes from such legal service providers. Services may not be available in all states so please call or check our website for details.

This Agreement contains a binding arbitration agreement, which provides that you and we agree to resolve certain disputes through binding individual arbitration and give up any right to have those disputes decided by a judge or a jury. You have the right to opt out of our agreement to arbitrate. See the Legal Disputes section of this Agreement.

AGREEMENT BETWEEN USER AND YOURCASECOUNTS.COM

Our Web Site is comprised of various Web pages operated by Channel Marketing Group, LLC dba Your Case Counts (“Company”).

The Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

We reserve the right to change the terms, conditions, and notices under which the Web Site is offered.

LINKS TO THIRD PARTY SITES

Our Web Site may contain links to other web sites (“Linked Sites”). The Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Company’s Web Site, you warrant to Company that you will not use the Company Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Company Web Site in any manner which could damage, disable, overburden, or impair the Company Web Site or interfere with any other party’s use and enjoyment of the Company Web Site. You may not obtain or attempt to obtain any

materials or information through any means not intentionally made available or provided for through the Company Web Sites.

YOU ARE RESPONSIBLE FOR YOUR DECISIONS

We may provide a venue through which you can obtain information and you can find third-party service providers, such as attorneys and law firms (“Service Providers”). We do not endorse or recommend the services of any Service Provider, and are not an agent or advisor to you or any Service Provider. We do not validate or investigate the licensing, certification or other requirements and qualifications of Service Providers. It is your responsibility to investigate Service Providers. You acknowledge and agree that Service Providers are solely responsible for any services that they may provide to you and that we are not liable for any losses, costs, damages or claims in connection with, arising from, or related to, your use of a Service Provider’s products or services. We urge you to obtain the advice of qualified professionals who are fully aware of your individual circumstances before you make any financial decisions. You acknowledge and agree that you rely on your own judgment and that of such advisors in selecting any services offered by Service Providers.

NO GUARANTEE OF QUOTES, FEES, TERMS, RATES, COVERAGE OR SERVICES

We do not make any warranties or representations regarding the quotes, fees, terms, rates, coverage or services offered or made available by Service Providers. We do not guarantee that quotes, fees, terms, rates, coverage or services offered by Service Providers are the best available.

LIABILITY DISCLAIMER

COMPANY MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SERVICES AND RELATED GRAPHICS CONTAINED ON OR AVAILABLE THROUGH THE WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITE, WITH THE DELAY OR INABILITY TO USE THE WEB SITE OR RELATED OR OFFERED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SERVICES AND

RELATED GRAPHICS OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

COPYRIGHT INFRINGEMENT POLICY

In accordance with the requirements set forth in the Digital Millennium Copyright Act, Title 17 United States Code Section 512(c)(2) (“DMCA”), Company will investigate notices of copyright infringement and take appropriate remedial action. If you believe that any Content on the Site has been used or copied in a manner that infringes your work, please provide a written notification of claimed copyright infringement to the Designated Agent for the Site containing the following elements as set forth in the DMCA:

- a physical or electronic signature of the owner of the copyright interest that is alleged to have been infringed or the person authorized to act on behalf of the owner;
- identification of the copyrighted work(s) claimed to have been infringed, including copyright date;
- identification of the Content you claim to be infringing and which you request be removed from the Site or access to which is to be disabled along with a description of where the infringing Content is located;
- information reasonably sufficient to allow us to contact you, such as a physical address, telephone number and an email address;
- a statement by you that you have a good faith belief that the use of the Content identified in your written notification in the manner complained of is not authorized by you or the copyright owner, its agent or the law; and
- a statement by you that the information in your written notification is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on behalf of the copyright owner.

Company’s designated agent for the written notification of claims of copyright infringement can be contacted at the following address:

Designated Agent – Copyright Infringement Claims

Your Case Counts

Email: info@yourcasecounts.com

AMENDMENTS TO THIS AGREEMENT

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will

take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately above this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

LEGAL DISPUTES

You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to the Services will be resolved in accordance with the provisions set forth in this Legal Disputes section. **Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.**

Applicable Law You agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement.

ARBITRATION/CLASS WAIVER/OPT OUT CLAUSES

1. You and we each agree to resolve exclusively through final and binding arbitration any and all disputes or claims that have arisen or may arise between you and us (including any affiliates, officers, directors, employees, and agents), whether or not such dispute or claim involves a third party, relating in any way to any aspect of our relationship or any contact between us, direct or indirect, or arising out of this or previous versions of this Agreement, your use of or access to our Services, or any products or services sold, offered, or purchased through our Services (“Dispute”).
2. You and we agree to submit the Dispute to a single arbitrator under the then-current Commercial Arbitration Rules of the American Arbitration Association (AAA), or, by separate mutual agreement, at another arbitration institution. The AAA’s rules, information regarding initiating a claim, and a description of the arbitration process are available at www.adr.org. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA rules. As an alternative, you or we may bring a claim in your local “small claims” court, if permitted by that small claims court’s rules.
3. Class Action/Jury Waiver: You and we agree that each of us may bring a Dispute against the other only on our own behalf, and not on behalf of a government official or other person or entity, or a class of persons or entities. You and we agree, if we are a party to the proceeding, not to participate in a class action, a class-wide arbitration, a claim brought in a private attorney general or representative capacity, or a consolidated claim involving another person’s use of the site or our services. You and we agree to waive the right to a trial by jury for all disputes.
4. You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing, within 30 days of the date that you first began using this Site subject to these arbitration terms or changes to them, by email: Attn: Legal Department, Your Case

Counts, email delivered to info@yourcasecounts.com. You must include: (1) your name and residence address; (2) the email address and/or mobile telephone number associated with your account; and (3) a clear statement that you want to opt out of this agreement to arbitrate.

5. If the prohibition against class actions and other claims brought on behalf of third parties contained in Section 1.3, above, is found to be unenforceable, then all of Section 1 will be null and void as to that Dispute.
6. This Agreement to Arbitrate will survive the termination of your relationship with us:
 - Unless you and we agree otherwise, if you opt out of the Agreement to Arbitrate, if the Agreement to Arbitrate is found by a court to be unenforceable, if your claim is not covered by the Agreement to Arbitrate, or if you neither are a resident of nor have a principal place of business in the US or Canada, you agree that any Dispute that has arisen, or may arise, between you and us must be resolved exclusively by a state or federal court located in Palm Beach County, Florida. You and we agree to submit to the personal jurisdiction of the courts located within Palm Beach County, Florida for the purpose of litigating all such claims or disputes.
 - Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make a change to this agreement to arbitrate in the future, that change shall not apply to a claim that was filed in a legal proceeding between you and us prior to the effective date of the change.