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1. Acceptance of Terms

Please check these Terms periodically for changes. If you do not agree to the Terms, please do not use the Site. By using the Site, you acknowledge that you have read, understood and agree to these Terms. Your continued use of this Site following the posting of any changes to the Terms constitutes acceptance of those changes.

2. Credentials & Passwords

You agree that at all times you shall keep confidential, maintain and control all user names and passwords used to limit your access to certain portions of the Site, and that you are exclusively responsible for all activities that occur in connection with such user names and passwords. You agree to immediately notify Archer of any disclosure to, or use of, any such user names or passwords by any other individual. Archer will not be liable for any loss or damage of any kind, under any legal theory, caused by your failure to comply with the foregoing obligations.

3. Privacy Policy

Any information, including personal information (e.g., your name, address, telephone number, e-mail address), that you transmit to the Site will be used by us in accordance with our Privacy Policy, which can be found [here](#).

4. Eligibility; Use of the Site; Restrictions

4.1. Eligibility to Use the Site. By using the Site, you represent and warrant that you are 18 years of age or older and competent to agree to these Terms.

4.2. Using the Site on Behalf of a Company or Organization. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are competent and authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

4.3. Restrictions. We maintain the Site for your informational and non-commercial personal use. Without limiting the foregoing, you may not: (1) use the Site in a commercial manner, including by distributing,

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5. Archer Content

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6. Posting Guidelines; User Content

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6.2. User Content. When you post content on the Site, such as questions or comments in the customer discussions portion of the Site, or provide content to Archer, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn, excluding any such content that is part of non-public, attorney-client communications made through our Service (e.g., uploading documents via our client portal), (collectively, "User Content"), it belongs to you; however, you grant permission to Archer to use that User Content in connection with our Site and Services. Accordingly, you grant Archer a non-exclusive, unrestricted,



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10. Indemnity

You agree to indemnify and hold Archer and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party that arise from your use or misuse of the Site, or breach of any warranty, covenant, representation or term contained in these Terms. Archer reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Archer in asserting any available defenses.

11. International Use

Archer makes no representation that materials and content on the Site is appropriate or available for use in locations outside the United States, and accessing them from territories where the content or materials are illegal is prohibited. If you access the Site from locations outside of the United States you do so on your own initiative and you are responsible for compliance with local laws. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

12. Copyright Policy

Archer respects the intellectual property rights of others and expect visitors to its Site to do the same. Archer will respond to notices of alleged copyright infringement that comply with applicable law and are properly



provided to us. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide contact details to Archer using the information below and provide the following: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Archer reserves the right to remove content alleged to be infringing without prior notice and at its sole discretion. Archer may also terminate a user's account if the user is determined to be a repeat infringer. Archer's designated copyright agent for notice of alleged copyright infringement appearing on the Site is privacy@archerlaw.com.

13. Modifications to Service

Archer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or some or all of the content or services offered through the Site, with or without notice. You agree that Archer shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or some or all of the services offered through it.

14. Choice of Law and Forum

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or relating to these Terms or your use of the Sites shall be filed only in the state or federal courts located in the State of New Jersey, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

15. Severability and Integration

This agreement, along with Archer's Privacy Policy, constitutes the entire agreement between you and Archer with respect to the Site and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and Archer with respect to the Site. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

16. Contact Information

If you have any questions or should you need any additional information about issues relating to this website and/or technical manual, please contact us at privacy@archerlaw.com.



