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Designation

To the extent the Bar Rules in your jurisdiction require us to designate a single attorney responsible for this site, we designate Steve Puiszis, e-mail: spuiszis@hinshawlaw.com.

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We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, IP addresses and traffic information.

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You agree to indemnify, defend and hold us and our partners, associates, agents, attorneys, employees, subcontractors, successors, assigns, and affiliates (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Site.

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(b) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

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We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

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We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at spuiszis@hinshawlaw.com.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

Miscellaneous

This Agreement shall be treated as though it were executed and performed in Chicago, Illinois, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Site must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 16 and Section 17. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the parties to this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

Arbitration, Class and Collective Action Waiver

Any type of legal dispute, claim or controversy ("Dispute") which arises out of, or which may relate your use of this website or this Agreement shall be resolved solely by confidential binding arbitration as outlined below. The venue for any such arbitration shall be Chicago, Illinois.

Scope

This Agreement shall apply to any type of Dispute which arises out of or relates to your use of this website for the purported violation of any federal, state, local or municipal law, statute, ordinance, rule, title or regulation, or for the alleged violation of any common-law, or contractual right, guarantee or entitlement, in any city, county, state or federal court or tribunal, including claims arising under this Agreement. This would include, but not be limited to, claims that could be brought under the Illinois Biometric Information Privacy Act, and any other local, state, federal or international privacy law. Any question or issue relating to any such Dispute, including the arbitrator's jurisdiction, and the validity, making, or enforceability of this Agreement, the obligation to mediate or arbitrate any dispute, or the unavailability of a judicial determination, jury trial, or class-wide resolution shall be submitted to the arbitrator for final determination and resolution.

Arbitration Process

Either party may submit a Dispute to final and binding Arbitration to either the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA") by filing a written demand for arbitration and delivering the written demand by hand or first class mail to the other party within the applicable limitations period. Any such arbitration shall be governed by the Federal Arbitration Act, 9 U.S. C. § 1 et seq. (the "FAA") through AAA Commercial Arbitration Rules or JAMS Comprehensive Arbitration Rules and Procedures. To the extent these rules are inconsistent with any provision of this Agreement or the FAA, the provisions of this Agreement and the FAA shall govern. Each party to the arbitration shall be entitled to representation by legal counsel. Notice to Hinshaw shall be sent to the Firm's General Counsel, Steven M. Puiszis.

Class and Collective Action Waiver

Any such Dispute shall be subject to arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding. Any such Dispute shall be submitted to binding arbitration in accordance with this Agreement. No arbitration proceeding hereunder shall be consolidated with or joined in any way with any other arbitration proceeding.

Discovery/Document Exchange/Evidence/Burden

Discovery and/or the exchange of documents in any such arbitration proceeding shall be permitted to the extent allowed by Fed.R.Civ. P. 26(a)(1), and as to other documents or information, upon a finding of good cause by the arbitrator. The Federal Rules of Evidence shall govern the admissibility of information or evidence presented at the arbitration, and the Party seeking a remedy shall have the burden of proving by a preponderance of the evidence such Party's entitlement thereto.

Selection of Arbitrator

A single, neutral arbitrator, with at least ten years of experience, shall be mutually selected by the Parties. In the event the Parties are unable to mutually agree upon an arbitrator, the Parties shall select an arbitrator as

provided for by the rules governing the dispute. You may obtain a copy of the JAMS Commercial Arbitration Rules & Procedures at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. You may obtain a copy of the AAA Commercial Arbitration Rules and Procedures at <https://www.adr.org/Rules>.

Arbitral Decision/Review

The arbitrator shall have the authority to hear and grant dispositive motions in the matter. The arbitrator shall also have the exclusive authority to determine whether a claim is arbitrable or otherwise covered by this Agreement. Within 30 days of the close of the arbitration hearing, or at any later time to which the parties agree, the arbitrator shall issue a final written decision, separately stating his or her findings of fact and conclusions of law on which the ruling is based with respect to any ruling on dispositive motions or a final arbitration award. The arbitrator shall apply the substantive law of Illinois in making any ruling including any final arbitral award, except in those cases where a different state or federal law applies to a statutory claim presented, in which case the arbitrator shall apply the applicable state or federal law to such statutory claim. The arbitrator shall have no authority or power to add to or to subtract or otherwise modify this Agreement. The arbitrator's award or other decision shall be final and binding on the Parties. Judgment on any award may be entered in any court having jurisdiction as set forth immediately below.

The parties to this Agreement irrevocably submit to the jurisdiction of any Illinois court situated in Cook County or the United States Federal Court sitting in the Northern District of Illinois as the sole forum to confirm, vacate, modify or correct any arbitration award in accordance with the applicable provisions of the FAA. Judgment on the final arbitral award shall be entered and enforced by those same courts. Except to the extent necessary to enter judgment on any arbitral award, all proceedings, rulings and matters relating to the arbitration and the results thereof shall be confidential, and the arbitrator and the parties shall take any actions necessary to insure that any judgment rendered with respect to any arbitration award remains confidential.

Controlling Law

This Agreement shall be strictly construed and enforced in accordance with the FAA without regard to any conflicts of law or any contrary state law.

Cost

The party initiating the arbitration shall be responsible for paying any applicable filing fee. Once an arbitration is initiated and the filing fee paid, the costs of such JAMS procedures shall be equally born by the parties. Each party shall be responsible for his/her/its own attorneys' fees.

Waiver of Jury Trial

The parties waive their right to a jury trial for a determination of any Dispute which is subject to this Agreement in any state or federal court.

Last updated on September 27, 2023.