

# TERMS OF USE

Effective as of January “19”, 2023

## INTRODUCTION

Welcome to LAWYERD!

As you have just clicked to our Terms of Use, please read the provisions of this document carefully, as this may depend on your legal rights and obligations between You and LAWYERD.

We promise that it will not take much of your time)

Our terms and conditions set forth below (the “Terms”) govern all use of LAWYERD web page located at <https://lawyerd.net>. Please read it.

Our Privacy Policy [https://lawyerd.net/doc/Privacy\\_Policy.pdf](https://lawyerd.net/doc/Privacy_Policy.pdf) also governs your visit to <https://lawyerd.net> and explains how we collect, safeguard and disclose information that results from your use of our web page, which placed [https://lawyerd.net/doc/Privacy\\_Policy.pdf](https://lawyerd.net/doc/Privacy_Policy.pdf) .

We have asked, but we cannot force you to read the Terms [https://lawyerd.net/doc/TERMS\\_OF\\_USE.pdf](https://lawyerd.net/doc/TERMS_OF_USE.pdf) or Privacy Policy [https://lawyerd.net/doc/Privacy\\_Policy.pdf](https://lawyerd.net/doc/Privacy_Policy.pdf) , but this is serious and may affect your rights and responsibilities. We want you to be aware, by using of LAWYERD web pages or clicking to accept or agree to the Terms when this option is available to you, you are entering into a binding contract with the Company as this term is defined below.

Your agreement with us includes these Terms [https://lawyerd.net/doc/TERMS\\_OF\\_USE.pdf](https://lawyerd.net/doc/TERMS_OF_USE.pdf) and our Privacy Policy [https://lawyerd.net/doc/Privacy\\_Policy.pdf](https://lawyerd.net/doc/Privacy_Policy.pdf) (the “Agreements”). You acknowledge that you have read and understood the Agreements, and agree to be bound of them. If you do not agree with (or cannot comply with) the Agreements, then you may not use [lawyerd.net](https://lawyerd.net), but please let us know by emailing us at [dmca@lawyerd.net](mailto:dmca@lawyerd.net) so we can try to find a solution.

Thank you for being responsible.

## DESCRIPTION OF LAWYERD

**The LAWYERD provides solutions for the protection of the right holders’ intellectual property rights through a web-based platform for the preparation and submission of claim documents (the “Platform”) which send complaints to authorized persons. The LAWYERD processes the documents you provide (that confirm your intellectual property rights) and your confirmation of infringement data, and then automatically forms the claim documentations and directs it to authorized persons .**

**You do not need to download LAWYERD software.**

## **LAWYERD IS NOT A LAW FIRM**

**THE COMPANY IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL ADVICE OR LEGAL SERVICES.**

It is important to understand:

**LAWYERD IS NOT A LAW FIRM AND MAY NOT PERFORM SERVICES PERFORMED BY AN ATTORNEY.**

**Company, including its employees and agents, does not offer any legal advice, recommendations, opinions, representation, referrals, or counseling. Information posted on or through the Platform is for informational purposes only and should not be considered a substitute for professional legal advice solicitation to provide legal advice by the Company.**

**INSTRUCTIONS ON THE PLATFORM ARE NOT LEGAL ADVICE OR LEGAL SERVICES.** The Platform may include suggestions or instructions for drafting the documents on the Platform related to formatting and completing the Q&A forms. These suggestions or instructions are not legal advice and are intended only to assist you in completing the documents. Any questions about the content of the documents or instructions should be directed to an attorney or lawyer or the agency issuing or accepting the document, not the Company.

The Company does not review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your situation. LAWYERD and its services are not a substitute for the advice or services of the attorney.

**THE COMPANY DOES NOT GUARANTEE ANY DOCUMENTS LISTED ON THE PLATFORM.** The Company endeavors to keep the documents on the Platform current and up-to-date, but it does not guarantee that the document form on the Platform is the correct or current form for your purposes. You should always confirm with the attorney or lawyer or the agency issuing or accepting the document, not the Company. The Company is not responsible for your use of any document on the Platform in any way, and you understand and agree that you use any document on the Platform at your own risk.

**NO ATTORNEY-CLIENT RELATIONSHIP IS CREATED BETWEEN YOU AND THE COMPANY WHEN YOU USE THE PLATFORM.** The Company does not offer legal advice or services, and communications with the Company are not subject to attorney-client confidentiality protections. We are committed to protect your personal information, however, as we describe in our Privacy Policy [https://lawverd.net/doc/Privacy\\_Policy.pdf](https://lawverd.net/doc/Privacy_Policy.pdf) .

**NO RESULTS OR OUTCOMES ARE GUARANTEED BY YOUR USE OF THE PLATFORM.** The Company does not guarantee any results or outcomes with your use of the Platform.

**THE COMPANY DOES NOT REGULATE YOUR ACTIONS ON THE PLATFORM.** You are solely responsible for ensuring that you are complying with all applicable laws and rules of professional conduct when you

**using the Platform, including those regarding the unauthorized practice of law, communications, confidentiality. The Company is not liable for any violations of law or professional rules by any user or results of such a violation.**

YOU UNDERSTAND AND AGREE THAT LAWYERD IS NOT A LAW FIRM OR AN ATTORNEY, MAY NOT PERFORM SERVICES PERFORMED BY AN ATTORNEY OR LAWYERS, AND IS NOT THE SUBSTITUTE FOR THE ADVICE OR SERVICES OF ATTORNEY AND LAWYER. NO ATTORNEY-CLIENT RELATIONSHIPS OR PRIVILEGE IS CREATED WITH LAWYERD.

## **RESPONSIBILITY FOR PROVIDING DESIGNEDLY INVERACIOUS INFORMATION**

The company offers solutions in the automation of complaint procedures for infringement of intellectual property rights. The company is not responsible for the information you provide and the resources provided that you believe violate your intellectual property rights. The company does not assess the validity of the data provided and the validity of the complaints. By agreeing to these Rules, you confirm that you are a party to the legal relationship arising from the moment when you submit a complaint for infringement of intellectual property rights.

## **AMENDMENTS TO THE TERMS**

We may amend the Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

## **ACCOUNT INFORMATION AND SECURITY**

You consent to all actions we take with respect to your information consistent with our Privacy Policy [https://lawyerd.net/doc/Privacy\\_Policy.pdf](https://lawyerd.net/doc/Privacy_Policy.pdf).

You are entirely responsible for maintaining the confidentiality of your password, as well as any and all activities that occur under your account. You may not use a third party's account, user name or password at any time.

You must immediately notify us of any unauthorized use of your account and any other such security breach. We will not be liable for any loss that may occur as a result of someone else using your account or password, with or without your knowledge. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

## **CHANGES TO THE PLATFORM**

We reserve the right to withdraw or amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

## **RELIANCE ON INFORMATION POSTED**

We do not warrant the accuracy, completeness, or usefulness of any information on the Platform, including any documents that are posted for use on the Platform. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **LINKS FROM THE PLATFORM AND INTEGRATIONS**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **INAPPROPRIATE CONTENT**

You are responsible for your use of the Platform and or any content you provide, including compliance with applicable laws, rules, and regulations.

By accessing the Platform, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages

conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. We reserve our right to terminate or delete such material from its servers. We will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws.

## **PROHIBITED USES**

You may use the Platform only for lawful purposes and in accordance with the Terms. You agree not to use the Platform:

**• In any way that violates any applicable national or international law or regulation.**

**• For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.**

**• To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.**

**• To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.**

**• In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.**

**• To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm or offend the Company or users of the Platform or expose them to liability.**

Additionally, you agree not to:

**• Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.**

**• Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.**

**• Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent**

**• Use any device, software, or routine that interferes with the proper working of the Platform.**

**• Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.**

**• Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform the server on which the Platform is stored, or any server, computer, or database connected to the Platform.**

**Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.**  
**Take any action that may damage or falsify the Company or Platform rating.**  
**Otherwise attempt to interfere with the proper working of the Platform.**

## **NO USE BY MINORS**

The Platform is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of the Platform, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of the Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of the Platform.

## **OWNERSHIP**

The Portal is owned and operated by LAWYERD. All right, title and interest in and to the materials provided on the Portal, including but not limited to information, documents, logos, graphics, sounds, images and video (the "Materials") are owned either by LAWYERD or by its subsidiaries, respective third party authors, developers or vendors ("Third Party Providers"). None of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the Portal shall be construed to confer any license under any of the Company's intellectual property rights. Any rights not expressly granted herein are reserved by the Company.

## **INTELLECTUAL PROPERTY RIGHTS**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its subsidiaries and licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Terms permit you to use the Platform for your personal use only, subject to the following conditions and restrictions:

- **You agree to allow LAWYERD to use and display your organization's logo on our website and in of promotional materials in promotional purposes.**
- **You must not delete or alter any copyright, trademark, or other proprietary rights notices from copie materials from this site.**

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company.

The Company name and logo, and all related names, logos, product and service names, designs, and slogans are the property of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of

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#### **COPYRIGHTS**

All content provided on this Platform is owned by LAWYERD and/or its affiliated companies. LAWYERD and and/or its affiliated companies retain all proprietary rights to the Platform. The Platform may not be reproduced, transmitted or distributed without the prior written consent of LAWYERD. You acknowledge that the Platform is the intellectual property of the Company and its affiliated companies. No ownership right is granted to any user for any Intellectual property relating to the Platform. ALL RIGHTS RESERVED.

#### **TRADEMARKS**

LAWYERD logo and LAWYERD name are registered trademarks of LAWYERD and its affiliated companies.

### **COPYRIGHT INFRINGEMENT**

As we ask you to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material locate on or linked to by the Platform violates your copyrights, you are encouraged to notify us via email at: [info@lawyerd.net](mailto:info@lawyerd.net). We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a user's access to and use of the Platform if, under appropriate circumstances, the visitor is determined to be a repeat **infringer** of the copyrights or other intellectual property rights of LAWYERD or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to LAWYERD.

### **DISCLAIMER OF WARRANTY**

THIS SITE IS PROVIDED BY LAWYERD ON AN "AS IS" AND "AS AVAILABLE" BASIS. LAWYERD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE, THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR SOLE RISK.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS

FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **GOVERNING LAW AND JURISDICTION**

All matters relating to the Platform and the Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the Ukrainian law.

Any legal suit, action or proceeding arising out of, or related to, the Terms or the Platform shall be instituted exclusively in the Ukrainian courts.

### **WAIVER AND SEVERABILITY**

No waiver by the Company of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### **MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- **Take any action with respect to any user that we deem necessary or appropriate in our sole discretion, including if we believe that such user violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for the Company.**
- **Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.**
- **Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of the Terms.**

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES



OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **ACCEPTANCE OF THE TERMS**

The Terms are entered into by and between you and the Company, and they govern your access to and use of the Platform and all related services, and all updates and revisions thereto, including any content, functionality, and services offered on or through the Platform, whether as a guest or a registered user.

This agreement remains in full force and effect while you use the Platform. We may terminate your account at any time and for any reason. If you wish to terminate your account, you may simply stop using the Platform, not renew your subscription, or contact us at [dmca@lawyerd.net](mailto:dmca@lawyerd.net). All provisions of the Terms shall survive termination by either party, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **YOUR COMMENTS AND CONCERNS**

Please send your feedback, comments, requests for technical support and other communications relating to the Platform to: [info@lawyerd.net](mailto:info@lawyerd.net)