

## Phase M Legal WEBSITE LEGAL NOTICES AND TERMS OF USE

These Notices and Terms create a legal agreement between you ("You" or "Your") and Phase M Legal (hereinafter "Phase M") that governs the following: (1) Your use of this website and any related systems (collectively, the "Phase M Site"); (2) the information contained there or otherwise made available through this website (the "Information"); (3) the nature of the relationship between You and Phase M; (4) certain other matters of professional responsibility relating to the practice of law and lawyers; and (5) Phase M's use of any information gathered by it through this website. By accessing any portion of the Phase M Site, You are indicating that You have read and understood, and that You assent to be bound by, these Notices and Terms, which may be amended from time to time by Phase M Legal pursuant to the terms here. If You do not agree to these Notices and Terms, You are not permitted to access the Phase M Site.

1. **NO LEGAL ADVICE.** This website <http://www.phaseM.com> ("Web-site") is a public resource for general information about Phase M. Nothing in this Site constitutes legal advice, and you should not act upon the Information contained in this Site without seeking professional counsel. The Information is made available for general informational purposes only and is not intended to constitute specific legal advice or to be a substitute for advice from qualified counsel. The Information may not reflect recent developments in the law, may not be complete, and may not be accurate in or applicable to Your jurisdiction. Because the Information is general in nature and may not pertain to Your specific circumstances, You should not act or refrain from acting based on any Information without first obtaining advice from professional counsel qualified in the applicable subject matter and jurisdictions.

2. **NO ATTORNEY-CLIENT RELATIONSHIP.** Transmission of information to and from this Site does not create an attorney-client relationship between you and Phase M, nor is it intended to do so. Phase M has a policy of entering attorney-client relationships with its clients only in accordance with certain procedures which include executing a written engagement letter and addressing professional responsibility conflicts as required by the State Bar Association of California in which Phase M maintains an office. You agree that Your transmission of electronic mail to an address on the Phase M Site, or Your access of the Phase M Site, or receipt of the Information from the site, does not create an attorney-client relationship between You and Phase M or an individual attorney at Phase M.

3. **No Advertising or Solicitation.** The Phase M Site is not intended to be an advertisement or solicitation but may be deemed an ADVERTISEMENT in certain jurisdictions.

### 4. OTHER PROFESSIONAL RESPONSIBILITY MATTERS

4.1 **Sensitive Communications.** You agree that electronic mail sent by You to Phase M will not be treated as confidential or invoke an attorney-client privilege; provided, however, that if You are an existing client of Phase M and You send an electronic mail to Phase M pertaining to a matter in which Phase M then represents You, such electronic mail may be entitled to be treated as confidential or privileged. Notwithstanding the foregoing, You acknowledge that electronic mail and the Internet are generally insecure media of communication for Information submitted by You to Phase M through the Phase M Site.

4.2 Authorized Jurisdictions; Certifications. While Phase M practices law in California in which its office is located as well as other jurisdictions, each Phase M attorney is licensed to practice only in those jurisdictions set forth in that attorney's biographical information available on the Phase M Site. Except as specifically stated in that biographical information, each Phase M attorney is not certified (including as a specialist) by any professional or government authority.

4.3 Principal Office; Responsible Attorney. To the extent the requirements of the Bar Association in Your jurisdiction require such designation: Phase M's principal office is in San Mateo, California. Phase M's responsible attorney for the Phase M Site is Mark Dickson.

4.4 No Warranty of Results. The Information may contain descriptions of matters in which Phase M successfully represented its clients. The results of these matters were dependent on their specific circumstances and are in no way intended to be predictive of future results, even in similar circumstances, or offer any type of guarantee or assurance of outcome. Information pertaining to Phase M clients may not reflect the opinions such clients.

## 5. PRIVACY.

5.1 Privacy Policy. With respect to information submitted or collected on the Phase M Site, You accept Phase M's privacy policy as set forth in this Section 4. This Section does not pertain to, and Phase M is not responsible for the privacy practices of any third-party websites to which the Phase M Site hyperlinks.

5.2 Activity Logging. The Phase M Site is hosted in part or its entirety by a third party. When You use the Phase M Site, the Phase M Site will collect information indirectly and automatically (through, for example, the use of "cookies" or Your "IP address") about Your activities. Phase M uses this activity information (the "Activity Information") for internal purposes such as to administer the Phase M Site, improve the Phase M Site, and help Phase M understand how the Phase M Site is being used including the demographics and "click-streams" of its visitors. "Cookies" are small pieces of information stored on Your hard drive, not on the Phase M Site. You are always free to decline cookies if Your browser permits, but in that case, some portions of the Phase M Site may not operate properly. An "IP address" is a number that is automatically assigned to Your computer when You use the Internet.

5.3 Personally Identifiable Information. The Phase M Site is designed so that You may generally browse it without providing any Personally Identifiable Information (defined below). Certain areas of the Phase M Site, however, may require or allow the voluntarily submission of Personally Identifiable Information (for example, registration to receive Phase M publications). Phase M uses Your Personally Identifiable Information for the purposes for which it was submitted by You to Phase M and for Phase M to send you publications and invitations that may be of interest to you. Except as otherwise set forth in this Section, Phase M does not share Your Personally Identifiable Information with third parties. "Personally Identifiable Information" means information that would allow someone to identify or contact You, such as Your name, physical or electronic mail address, and telephone number; provided, however, that Personally Identifiable Information does not include aggregated information that, by itself, does not permit the identification of individual persons and does not include the Activity Information.

5.4 Removal of Personally Identifiable Information. Phase M will use reasonable efforts to remove Your Personally Identifiable Information from our then current Phase M Site at any time upon Your written request to [info@PhaseM.com](mailto:info@PhaseM.com). Such removal of Personally Identifiable Information will not ensure the permanent removal of such Personally Identifiable Information from the Phase M Site. For example, such Personally Identifiable Information may remain in Phase M's archival or backup copies of the Phase M Site.

5.5 Disclosure of Personally Identifiable Information. Phase M may share Personally Identifiable Information with third parties, including affiliated firms and third parties performing services for or on behalf of Phase M. Such services may include hosting, communications, database, event management, mailing, and marketing services. Additionally, Phase M cannot fully ensure that Your Personally Identifiable Information will not be disclosed to third parties. For example, Phase M may be legally obligated to disclose information to the government or third parties under certain circumstances, third parties may circumvent Phase M's security measures to unlawfully intercept or access transmissions or private communications, or an error may occur in the administration of the Phase M Site. In the unlikely event that Phase M needs to investigate or resolve possible problems or inquiries, Phase M may, and You authorize Phase M to, disclose any information about You to government officials as permitted by applicable law.

5.6 Miscellaneous Privacy Terms. Phase M has implemented and follows appropriate technical measures to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personally Identifiable Information. You should know, however, that Phase M cannot fully eliminate such risks. Phase M hopes this Section clarifies Phase M's procedures regarding its collection, use and disclosure of Your information including Personally Identifiable Information. From time to time, Phase M may modify this Section. Such modifications will be effective on the date that Phase M posts the modified statement to the Phase M Site. Questions or concerns regarding the privacy policy in this Section may be submitted to [info@PhaseM.com](mailto:info@PhaseM.com)

## 6. RESTRICTIONS ON USE

6.1 Intellectual Property Rights. The Phase M Site including the Information is protected by United States and international copyright laws. All rights are reserved. Except as provided below, none of the content or Information on this Site may be copied, reproduced, distributed, downloaded, displayed, or transmitted in any form or by any means without the prior written permission of Phase M or the third-party owner. You may not use or display any logos, trademarks or service marks owned by Phase M without prior written consent from Phase M. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and/or printed content from this Site. Unauthorized use of any content contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes.

6.2 Copyright in Information. Subject to the terms of these Notices and Terms, Phase M grants to You a limited, nonexclusive, personal license to access, view, download and print the Information solely for noncommercial and informational purposes provided you do not modify the Information or create derivative works based on the Information, and that you retain all copyright, trademark, and other proprietary notices contained in the original Information. Phase M does not grant to You any rights in its trademarks or service marks. You are free to hyperlink to any page in the publicly available pages of the Phase M Site; provided, however, that You agree to remove any such hyperlink upon Phase M's written request.

## 7. GENERAL TERMS OF USE

7.1 Prohibited Uses. You will not use the Phase M Site in violation of any applicable law. Without limiting the foregoing, You will not use the Phase M Site in connection with (a) the infringement of intellectual property rights including Phase M's rights in its marks and its articles and alerts; (b) the unauthorized transmission of unsolicited commercial electronic mail; (c) the transmission of defamatory materials; or (d) fraud. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Phase M Site.

7.2 Electronic Mail. Subject to Section 5.1 above, You may send electronic mail to those addresses made available on the Phase M Site for the purposes of requesting alerts or other news notification services, submitting voluntary survey responses, responding to, or making inquiries regarding Phase M events, requesting information regarding Phase M or legal or other services offered by Phase M, and inquiring about employment opportunities. You agree to cease sending electronic mail to any Phase M address upon Phase M's request.

7.3 No Warranties. THE PHASE M SITE IS PROVIDED TO YOU "AS IS." YOUR ACCESS AND USE OF THE PHASE M SITE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, PHASE M DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND UNINTERRUPTED OR ERROR FREE OPERATION.

7.4 Disclaimer of Liability. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, PHASE M DISCLAIMS LIABILITY FOR ANY LOST PROFITS OR INCOME, LOST BUSINESS, OR LOST DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THE PHASE M SITE.

7.5 Third Party Information. Phase M may hyperlink to or otherwise make third party information available on the Phase M Site. This is done solely for the purposes of convenience. Phase M does not endorse or approve of any such third-party information or such third parties.

7.6 Miscellaneous. You agree that any dispute arising out of or in connection with the Phase M Site or these Notices and Terms will be governed by the laws of the State of California without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction, and You submit to the exclusive jurisdiction and venue of the state and federal courts located in San Mateo County, California. If You gain access to information not intended to be accessed by You, You agree that You will immediately notify Phase M and lawfully destroy all copies of such information in Your possession. Phase M may be contacted at [info@PhaseM.com](mailto:info@PhaseM.com).