

## Terms and Conditions of Use: Holland & Knight LLP

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### Terms and Conditions of Use

This website (the "**Website**" or "**Site**") is provided to you by Holland & Knight LLP ("**H&K**"). To assist you in using our Website, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we may offer through our Site, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat personal information you provide to us through the Site, and our Terms govern your use of our Site.

These Terms and Conditions of Use and our Privacy Policy apply to all visitors to our Website (collectively, "**Site Users**"), including (i) casual visitors who visit the Site to learn more about our services ("**General Visitors**"); and (ii) registered users, to whom we have granted access to certain password-protected areas and features of our Site ("**Registered Users**"). Registered Users include clients and co-counsel of H&K for whom we have created, and granted access to, extranet sites ("**Extranet Users**"). The term "**you**" in these Terms means both General Users and Registered Users.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

## 1. Your Agreement

These Terms govern your use of the Website. Please read these Terms carefully; they impose legal obligations on you and on H&K, and establish our legal relationship. By using our services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, if you affirmatively become a Registered User, during the submission process (and from time to time as we may require) you will be prompted to click an "I Accept" button, which further confirms your agreement to be legally bound by these Terms.

## 2. Components of the hklaw.com Website

Our Website is divided into two broad areas and feature-sets: (i) those that are accessible to all Site Users (the "**General Site**"); and (ii) those areas that are password-protected (the "**Password-Protected Sites**"). We offer one type of Password-Protected Sites: the "**Extranet Sites**," which are created and individualized for, and made accessible only to, Extranet Users.

## 3. Grant of Rights

- 3.1 **Grant of Rights to Site Users.** Provided you comply with these Terms, we grant you the right to access all areas of the Website for purposes of (i) learning more about our services; (ii) registering to receive alerts, e-vites, e-announcements and other materials; (iii) registering for H&K presentations and other events; and (iv) exchanging information via an Extranet Site, in accordance with the functionality provided by that Site, (collectively, "**Permitted Purposes**"). In addition, we grant you the right to print out a reasonable number of pages from our Website, and circulate to interested parties a copy of these pages, provided that (a) you use – and ensure others with whom you share copies use – the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Website. Apart from these express rights to use our Site and print out Site content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Website, or any materials we have made available on the Site.
- 3.2 **Grant of Rights to Extranet Users.** In addition to those rights set out in Section 3.1 (Grant of Rights to Site Users), you have the following rights with respect to information and materials posted on an Extranet Site to which you have authorized access: (i) where you and H&K enjoy an attorney-client relationship, you hold those rights in H&K work product posted on the Site that are set by applicable Ethics Rules; and (ii) where the you are not an H&K client (or H&K work product is not involved), you enjoy such rights from H&K in the materials as are necessary to accomplish the purpose of the Extranet Site.

- 3.3 **Site Users' Feedback and Testimonials.** From time to time, we may request and/or accept your feedback or testimonials regarding H&K, our services or our Site. We will not disclose, disseminate or publish such feedback or testimonials outside of H&K without obtaining your consent to do so.

#### **4. H&K Ownership; Reservation of Rights.**

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Website, including all associated intellectual property rights, are the property of H&K and its licensors, and are protected by copyright and other intellectual property laws, or are included based on principles of "fair use." H&K retains all rights with respect to the Website except those expressly granted to you in Section 3 (Grant of Rights), above.

#### **5. Links to Third-Party Sites**

The Website may contain links or produce search results that reference links to third-party websites (collectively "**Linked Sites**"). H&K has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. H&K does not endorse the content of any Linked Site, nor does H&K warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

#### **6. Code of Conduct**

As a condition to your use of the Website, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- Seek to obtain access to any materials or information through "hacking" or through any other means that we have not intentionally made available to you through the Website.
- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Site that you know or should know contain viruses, Trojan horses, worms, malware, exploits, root kits, keyloggers, malicious software, adware, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form – can easily be copied, modified and sent over networks (such as the Internet). These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

## 7. Limitations on Users' Privileges

- 7.1 **Revocation or Suspension of Users' Privileges.** We reserve the right at any time to terminate or suspend your access to some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.
- 7.2 **Disclosure.** H&K reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

## 8. Advisory: No Legal Advice Provided

The information presented on our Website is provided as a courtesy by H&K. The Site is not intended as a substitute for professional legal advice. If you have, or suspect that you may have a legal problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem. H&K EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE SITE. Persons accessing this information assume full responsibility for the use of the information and understand and agree that H&K is not responsible or liable for any claim, loss or damage arising from the use of the information.

Moreover, USE OF THE SITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

## 9. Disclaimers

- 9.1 **Concerning Site Functionality and Availability.** H&K does not promise that the Website, including any Extranet Sites, will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. Extranet Users acknowledge that they have means other than the Extranet Site available to them to obtain needed information from H&K and agree that, if H&K provides the opportunity to obtain timely information via such other means, the inaccessibility of the Extranet Site is harmless. H&K DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.
- 9.2 **No Disclaimer Concerning Attorney-Client Exchanges via Our Extranet Site.** We expressly retain, and do not disclaim in any manner, responsibility for the content of our attorney-client communications via Extranet Sites, and our provision of advice or attorney work product to clients via the Extranet Site.
- 9.3 **Use of Site Does Not Create an Attorney-Client Relationship.** You agree that your use of our Website does not create an attorney-client relationship with H&K.

## **10. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL H&K BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE GENERAL SITE. For the avoidance of doubt, if such use is in connection with an attorney-client relationship with H&K via the Extranet Site, this Section does not govern the parties' relationship.

## **11. Indemnity**

You agree to defend, indemnify, and hold H&K and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

## **12. Contact for Alleged Copyright Infringement**

H&K respects the intellectual property rights of others and requires that its users do the same. If you believe that any content available on our General Site or any of our Password-Protected Sites, or other activity taking place on the Site, constitutes infringement of a work protected by copyright (a "**Work**"), please notify the Firm's Professional Responsibility Partner, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

**Harry R. Detwiler**  
Professional Responsibility Partner  
Holland & Knight LLP  
315 South Calhoun Street Suite 600  
Tallahassee, FL 32301  
850.224.7000  
harry.detwiler@hkllaw.com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

## **13. Additional Terms for Certain Services or Sites**

Certain Password-Protected Sites or other services may be subject to additional or different terms and conditions. We will notify you if the Site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Sites or services, if you do not agree with the differing terms and conditions.

## **14. Modifications to these Terms**

If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to the Website. Please feel free to print out a copy of these Terms for your records.

## 15. General

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district that includes Tampa, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. H&K's failure to act with respect to a breach by you or others does not waive the Firm's right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between H&K and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

## 16. Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 4 (H&K Ownership; Reservation of Rights)
- Section 8 (Advisory: No Legal Advice)
- Section 9 (Disclaimers)
- Section 10 (Limitation of Liability)
- Section 11 (Indemnity)
- Section 15 (General)
- Section 16 (Survival)

## 17. Definitions

- 17.1 "**Content**" has the meaning set forth in Section 3.3.2 (Your Grant of Rights to H&K).
- 17.2 "**Extranet Sites**" has the meaning set forth in Section 2 (Components of the [hklaw.com](http://hklaw.com) Website).
- 17.3 "**Extranet Users**" means clients and co-counsel of H&K for whom H&K has created, and granted access to, password-protected extranet sites.
- 17.4 "**General Site**" has the meaning set forth in Section 2 (Components of the [hklaw.com](http://hklaw.com) Website).
- 17.5 "**General Visitors**" are visitors to our Site, who do not become Registered Users.
- 17.6 "**Password-Protected Sites**" has the meaning set forth in Section 2 (Components of the [hklaw.com](http://hklaw.com) Website).
- 17.7 "**Registered Users**" are Users who have access to password-protected areas of the Site.

- 17.8 "**Site Users**" or "**Users**" are all visitors to the Website, consisting of both General Users and Registered Users.
- 17.9 "**Terms**" means these Terms and Conditions of Use of the Website, located at [www.hklaw.com](http://www.hklaw.com).
- 17.10 "**User**" means a Site Visitor, Extranet User or Alumnae/i User.
- 17.11 "**User-Driven Content**" has the meaning set forth in Section 3.3.2 (Your Grant of Rights to H&K).
- 17.12 "**Website**" means the H&K Website, including areas accessible to all General Visitors as well as areas accessible only to Registered Users.

## **18. Site Administration**

If you have comments or questions about the administration of our Website, please contact:

**Crystal J. Adkins**

Partner and Associate General Counsel Holland & Knight LLP  
50 North Laura Street Suite 3900  
Jacksonville, FL 32202  
904.353.2000  
crystal.adkins@hklaw.com

## **19. Effective Date**

The original effective date of these Terms and Conditions of Use is December 6, 2012; updated Terms and Conditions of Use effective June 1, 2014; further updated Terms and Conditions of Use effective May 21, 2018.

## **COPYRIGHT AND LEGAL NOTICE**

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