

Term of Use Agreement

YOU ARE VIEWING THE FOLLOWING AGREEMENT PRIOR TO REGISTERING ON THE VIRTUAL LAW OFFICE WEBSITE OF ALAN C. TRIGGS, (“LAWYER”) PLEASE NOTE THAT THE FOLLOWING AGREEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND WILL ONLY BECOME EFFECTIVE UPON YOUR REGISTRATION ON THIS WEBSITE, YOUR RECEIPT OF NOTICE FROM ATTORNEY THAT HE IS WILLING TO PROVIDE LEGAL SERVICES TO YOU AND ENTER INTO A FORMAL RETAINER AGREEMENT, AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF ANY SUCH AGREEMENT. IF YOU ARE VIEWING THIS AGREEMENT PRIOR TO REGISTERING ON THE WEBSITE, NO ATTORNEY-CLIENT RELATIONSHIP EXISTS BETWEEN ATTORNEY AND YOU AND ATTORNEY HAS NOT YET OFFERED THIS AGREEMENT FOR YOU TO ACCEPT.

EMAILING, MESSAGING, OR CALLING DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN ALAN C. TRIGGS AND ANY POTENTIAL CLIENT. SUCH A RELATIONSHIP CAN ONLY BE ESTABLISHED BY A SIGNED, DATED AGREEMENT BETWEEN A POTENTIAL CLIENT AND ALAN C. TRIGGS.

THIS AGREEMENT (hereafter, "Agreement") is made between Alan C. Triggs (hereafter, “Lawyer”) and you (hereafter “Potential Client”), the person registering hereunder. It is intended to meet your lawful goals and to state the rights and obligations of both of us.

1. Review of this Agreement

It is crucial that you carefully review all terms included in this Agreement. If you are uncertain about the meaning of any aspect of this Agreement or wishes to discuss the Agreement, Client may contact Lawyer electronic message as listed on the Contact page of this Virtual Law Office. Other than such inquiries, no further electronic mail communications will be accepted by Lawyer.

The Agreement is solely limited to Lawyer’s willingness to provide legal information to Client, whether through an initial consultation as part of a Case Assessment with full-service clients It covers only the time period from which you and Lawyer accept this Agreement (that is, when you accept these terms), to the time when we may in the future reach a written engagement agreement and we receive your payment for specified services set forth in the Limited Scope Engagement Agreement and Lawyer’s receipt of funds as set forth in the Limited Scope Agreement.

While Lawyer may provide legal information in an initial consultation that is part of a comprehensive case assessment, through a telephone conference, or online communications, Lawyer has not agreed to attend any hearings or trials on your behalf, to provide any legal services for you, nor is Lawyer responsible in any way for the legal matter you may discuss with

us unless and until we have both signed this Agreement and the Limited Scope Engagement Agreement.

Lawyer neither guarantees any outcome of your legal matter nor is it able to predict any particular results for your case.

2. Fees

Services pursuant to this Agreement will be provided by Lawyer as communicated to you later, once we have discussed and agreed on the terms of a Limited Scope Engagement Agreement.

3. Services Limited to Kentucky, North Carolina, and Ohio.

Alan C. Triggs is only licensed to practice law in the States of Kentucky, North Carolina, and Ohio. Alan C. Triggs' website is not intended as an advertisement or solicitation by Alan C. Triggs for legal services in any state or jurisdiction other than those listed.

Any articles for general knowledge published on this website do not constitute legal advice regarding a specific legal problem you may have. You should not rely on this general information to apply to your specific legal matter. Spamming, the unsolicited broadcasts of email addresses or links in this website, is prohibited and unauthorized.

4. Confidentiality - Security – Retention of Records

In compliance with the professional rules and restrictions of the State Bars listed in Section 3 and the Rules of Professional Conduct, Lawyer is bound by stringent professional standards of confidentiality. Any information received by Lawyer from you, whether or not you eventually engage us to represent you, is held in strict confidence and is not released to anyone outside of this practice, unless you give your informed consent or as provided for under applicable law. All of your records are securely retained in electronic files, along with secure backups, for the period of years required under your particular State's law.

Primary communications are done through this website over Secure HTTP, which provides you with the highest industry standard protection available on the web. All payments are processed by Cardholder Information Security Program (CISP) complaint credit card processors and no credit card or payment account numbers are stored on our servers. Those responsible for the maintenance of this site use secure programming techniques and best practices along with continual code auditing to ensure that this site is as secure as possible.

5. Web Tracking – Cookies and Information Collection

A. General Site

To view articles and public documents on this VLO, a Potential Client does not need to reveal any personal information. This site will present Potential Client's browser with the option of

accepting JavaScript and cookies in order to lay out the web page correctly and to store customized settings for the next visit. These features may be disabled by a Potential Client's browser. However this will limit the look and functionality of the VLO. All page requests are logged in order to properly maintain the service and security of this VLO.

B. Virtual Law Office

In order to use the virtual law office, a Potential Client must first register a username and provide personal information about him- or herself. This information may then be used during Client's transactions with Lawyer solely to provide limited legal services under this Agreement and the Limited Scope Engagement Agreement and to assess whether Lawyer can provide reasonably competent representation under the terms of this Agreement and the Limited Scope Engagement Agreement. This site uses cookies to store a session id. Therefore, in order to register on the website, cookies must be enabled so that Lawyer can provide a secure transaction

C. Registration

In order to retain the form completion services Lawyer provide to clients, a Potential Client must register on Lawyer's website. There will be no fee charged for registration on this website. By registering, Potential Clients receive access to a personal information page where they may request our services in a secure manner. By registering on our website, Potential Client is representing that Potential Client is at least 18 years of age and able to enter into a binding contact with Lawyer. Furthermore, by registering Potential Clients represent that the information they provide is correct, accurate and updated.

D. Reviewing and Updating Client's Personal Content

Lawyer requests that as long as your personal homepage is open, you keep personal contact information current. After registering on Lawyer's website, you may enter your personal information page at any time to review and update your personal information.

E. Contact Information

Lawyer prefers that you provide information using the technology provided for on your personal client login page. However, if this is not possible and Lawyer requires further information in order to review your legal matter, our mailing address is: 2857 Perthwood Drive, Cincinnati, Ohio 45244.

6. Extent of Liability

Lawyer will not be responsible under any legal theory for damages, including direct, indirect, incidental, consequential or special, arising as a result of Client's use of this website except insofar that nothing in this paragraph or Agreement shall in any way be construed as limiting

Lawyer's professional liability regarding any legal services rendered and/or contracted for under this Agreement.

The general information provided on this website is provided without warranty of any kind, express or implied. Lawyer reserves the right to change, modify, add, and delete the content on this website.

7. Jurisdiction

The terms of this Agreement will be governed by the laws of the States listed in item 3 of this Agreement. The state in which you are registered will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, the website, blog or any services provided by Lawyer. Client consents irrevocably to personal jurisdiction in such courts with respect to any matters and waives any defense of forum non conveniens.

8. Assignment

The rights and obligations created for you under this agreement may not be assigned to any other party.

9. Force Majeure

Lawyer will not be deemed to be in breach of this Agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Lawyer.

10. Severance

In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the Agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

11. IRS Circular 230 Disclosure

In compliance with the requirements of the IRS pertaining to the publication of Circular 230, Lawyer informs Client that any advice contained on this website, the blog or in any communication originating from this website or this law practice which is related to U.S. federal tax advice is not intended or created to be used, and cannot be used, for the purpose of 1) either

avoiding penalties under the Internal Revenue Code or promoting, marketing or 2) recommending to another party any transaction or matter that is contained on this website or in any communication originating from this law practice.

12. Complete Understanding

This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promises made on or before the effective date of this Agreement will be binding on the parties. Should Client retain Lawyer, there will be a subsequent Limited Scope Engagement Agreement.

13. Prior Agreements

This agreement supersedes any prior or contemporaneous communications, representations or agreements between us with respect solely to the terms and conditions set forth herein, and constitutes the complete and final agreement between the parties relating to this agreement, the website or blog.

This Agreement, and all terms herein, may only be modified by Alan C. Triggs.

The effective date of this Agreement will be the date when you have agreed to it by indicating acceptance as set forth below and at such time as Lawyer confirms acceptance thereof by further secure communication with you.