

## **Terms and Conditions**

### **Welcome to Cooper Law, LLC**

These terms and conditions outline the rules and regulations for the use of Cooper Law, LLC's website (hereinafter the "Website"). By accessing and using the Website, you agree to be bound by the following Terms of Usage, including but not limited to, the disclaimer of all warranties, both express and implied, and the disclaimer of all liability. If you do not agree to the following Terms of Usage, you are not permitted to use the Website or any of the content, services, images, graphics, products, or representations available on or accessible through the Website.

### **User Eligibility**

The Website and its services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Website and its services are not available to anyone under the age of thirteen (13). If you do not meet the qualifications set forth in this paragraph, you may not use the Website and its services.

### **Status of Parties**

You agree that no attorney-client relationship exists between you and Cooper Law, LLC (hereinafter "Cooper Law") as a result of your use of this Website. You further agree that Cooper Law is not providing legal advice to you through the Website, but instead is merely presenting general legal information. You recognize that you should not rely upon the information posted on the Website without first seeking professional legal counsel.

### **Cooper Law's Right to Terminate Your Access**

Cooper Law, in its sole discretion and with or without cause, may terminate your access to and use of the Website. Cooper Law may exercise any or all of its rights pursuant to this paragraph at any time and without prior notice and without liability to you or to any third-party for the exercise of its rights.

### **Permissible Uses of Website Materials**

You are hereby granted a license by Cooper Law to copy and distribute the materials on this Website subject to the following restrictions: (1) The license only applies to those materials for which Cooper Law owns the copyright and does not extend to any other material; (2) The license is revocable and subject to termination at Cooper Law's sole discretion, with or without cause; (3) Your use of the Website's materials must be for non-commercial purposes; (4) You may not sell or sublicense any material that you copy from the Website; (5) This license is non-exclusive and non-transferable; (6) Any copies of materials from this Website must contain the legend "Reprinted with permission from [www.cooperlaw.com](http://www.cooperlaw.com). © 2024 Cooper Law, LLC. All warranties expressly disclaimed." To request Cooper Law's permission to use the Website for any other purpose, please contact: Allison, Cooper Law, LLC, 10200 Forest Green Blvd. Ste. 112, Louisville, KY 40223, 502.523.6325.

## **License to Cooper Law to Use Content Which You Post or Distribute via the Website**

By posting messages, uploading files, inputting data, or engaging in any other form of communication (collectively referred to as “Content”) through the Website, you are granting Cooper Law an unrestricted, irrevocable, worldwide, royalty-free, non-exclusive license (the “License”) to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display the Content (in whole or in part) and to incorporate the Content into other works in any format or medium now known or later developed and to fully sublicense any and all of the rights conveyed pursuant to the License. The License shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

## **Disclaimer of All Express and Implied Warranties**

The Website may include technical inaccuracies or typographical errors. The Website may not reflect the most current state of the law. Cooper Law does not warrant the timeliness, accuracy, or suitability of any of the information, content, services, images, graphics, products, or representations appearing on the Website. Cooper Law does not warrant that any communications sent to, from, or through the Website are secure or confidential. All information, content, services, images, graphics, products, and representations are provided “AS IS” and without any warranty of any kind.

WITH REGARD TO ALL INFORMATION, REPRESENTATIONS, IMAGES, GRAPHICS, CONTENT, PRODUCT, AND SERVICES CONTAINED ON OR ACCESSIBLE THROUGH THIS WEBSITE, COOPER LAW HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Disclaimer of Responsibility for Material Posted at Other “Linked” Sites**

There are links on the Website which allow you to leave the Website and to visit other websites which are not under Cooper Law’s control or direction. Accordingly, Cooper Law is not and cannot be held liable or responsible for the content, services, images, graphics, products, or representations of any linked website. Cooper Law cannot and does not guarantee, represent, or warrant that the content contained in those linked websites is accurate, legal, and inoffensive, or that those sites do not contain viruses or will not otherwise adversely affect your computer. Cooper Law provides links to these other websites solely as a convenience to you.

## **Limitation on Liability for Damages**

COOPER LAW IS NOT LIABLE FOR ANY COMPENSATORY, DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM THE VIEWING OF, USAGE OF, AND/OR RELIANCE ON ANY INFORMATION, REPRESENTATIONS, IMAGES, GRAPHICS, CONTENT, PRODUCT, AND SERVICES CONTAINED ON OR ACCESSIBLE THROUGH THIS WEBSITE; COOPER LAW IS NOT LIABLE FOR THESE DAMAGES, REGARDLESS OF WHETHER AN ACTION IS

BROUGHT IN TORT OR CONTRACT AND REGARDLESS OF WHETHER YOU WARNED THE WEBSITE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THE LIMITATIONS AND EXCLUSIONS LISTED ABOVE MAY NOT APPLY TO YOU.

Without waiving any of the exclusions and limitations listed above, in no event shall Cooper Law be held liable for any failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control. This includes, but is not limited to, the following: Internet failures, equipment failures, telecommunication equipment failures, electrical power failures, labor disputes, strikes, civil disturbances, war, revolutions, riots, insurrections, labor and/or material shortages, storms, fires, floods, explosions, Acts of God, and governmental actions.

### **Requirement of Indemnification for Damage Caused by Website Visitors**

As a condition of your use of the Website, you warrant to Cooper Law that you will not use the Website for unlawful purposes or in ways which are prohibited by these terms of usage or which could damage or disable the Website or interfere with any other party's use and enjoyment of the Website. You agree to indemnify and hold Cooper Law and its officers, agents, and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website.

### **Copyright Notice**

All original contents of the Website, including but not limited to words, images, and sounds, are: © 2024 Cooper Law, LLC. Except as explicitly stated, all rights are reserved.

### **Trademark Notice**

Trademarks appearing on the Website, including but not limited to COOPER LAW, are the property of their respective owners and may not be reproduced without their owners' express permission. The design and layout of the Website is protected as trade dress and may not be copied or imitated in whole or in part.

### **Mandatory Arbitration**

Any dispute regarding the Terms of Usage or the content, services, images, graphics, products, or representations provided on or through this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The exclusive venue for any arbitration proceeding shall be Louisville, Kentucky. Judgment on the arbitration award may be entered in any court having jurisdiction. Pending the completion of arbitration, Cooper Law may seek any interim or preliminary relief necessary to protect its rights or property from any court of

competent jurisdiction. Any action related to the Website will be governed by Kentucky law and U.S.A. federal law.

### **Severability of Provisions**

The provisions of the Terms of Usage are severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions. If any provision of the Terms of Usage is invalid or unenforceable: (1) A suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (2) The remainder of the Terms of Usage and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability of such provision, or the application thereof, in any other jurisdiction. A printed version of the Terms of Usage shall be admissible in any proceeding based upon or relating to the Terms of Usage to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Cooper Law's Right to Modify the Content and Terms**

Cooper Law reserves the right to make changes at any time, with or without notice, to the Terms of Usage and to the Website and to the information, representations, images, graphics, content, products, and services contained on or accessible through the Website. These changes are effective immediately upon posting on the Website. Please periodically check this page so that you may become aware of any changes. Your continued use of the Website following any changes constitutes your acceptance of the Terms of Usage as modified.

### **Date of Last Update to Terms of Usage**

The Terms of Usage were last updated on May 31, 2024.