

# TERMS OF USE

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The following Terms of Use outline your obligations when using the Virtual Independent Paralegals, LLC website. You can also review our Privacy Policy, which outlines our obligations and practices towards handling any personal information that you may provide to us.

## 1. AGREEMENT BETWEEN USER AND VIRTUAL INDEPENDENT PARALEGALS, LLC

The Virtual Independent Paralegals, LLC website is comprised of various Web pages operated by Virtual Independent Paralegals, LLC.

The Virtual Independent Paralegals, LLC website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Virtual Independent Paralegals, LLC website constitutes your agreement to all such terms, conditions, and notices.

## 2. MODIFICATION OF THESE TERMS OF USE

Virtual Independent Paralegals, LLC reserves the right to change the terms, conditions, and notices under which the Virtual Independent Paralegals, LLC website is offered, including but not limited to the charges associated with the use of the Virtual Independent Paralegals, LLC website.

## 3. LINKS TO THIRD PARTY SITES

The Virtual Independent Paralegals, LLC website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Virtual Independent Paralegals, LLC and Virtual Independent Paralegals, LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Virtual Independent Paralegals, LLC is not responsible for webcasting or any other form of transmission received from any Linked Site. Virtual Independent Paralegals, LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Virtual Independent Paralegals, LLC of the site or any association with its operators.

## 4. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Virtual Independent Paralegals, LLC website, you warrant to Virtual Independent Paralegals, LLC that you will not use the Virtual Independent Paralegals, LLC website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Virtual Independent Paralegals, LLC website in any manner which could damage, disable, overburden, or impair the Virtual Independent Paralegals, LLC website or interfere with any other party's use and enjoyment of the Virtual Independent Paralegals, LLC website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Virtual Independent Paralegals, LLC websites.

## 5. USE OF COMMUNICATION SERVICES

The Virtual Independent Paralegals, LLC website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Virtual Independent Paralegals, LLC has no obligation to monitor the Communication Services. However, Virtual Independent Paralegals, LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Virtual Independent Paralegals, LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Virtual Independent Paralegals, LLC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Virtual Independent Paralegals, LLC's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Virtual Independent Paralegals, LLC does not control or endorse the content, messages or information found in any Communication Service and, therefore, Virtual Independent Paralegals, LLC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Virtual Independent Paralegals, LLC spokespersons, and their views do not necessarily reflect those of Virtual Independent Paralegals, LLC.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## **6. MATERIALS PROVIDED TO VIRTUAL INDEPENDENT PARALEGALS, LLC OR POSTED AT ANY VIRTUAL INDEPENDENT PARALEGALS, LLC WEBSITE**

Virtual Independent Paralegals, LLC does not claim ownership of the materials you provide to Virtual Independent Paralegals, LLC (including feedback and suggestions) or post, upload, input or submit to any Virtual Independent Paralegals, LLC website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Virtual Independent Paralegals, LLC, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Virtual Independent Paralegals, LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Virtual Independent Paralegals, LLC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **7. LIABILITY DISCLAIMER**

The information, software, products, and services included in or available through the Virtual Independent Paralegals, LLC website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Virtual Independent Paralegals, LLC and/or its suppliers may make improvements and/or changes in the Virtual Independent Paralegals, LLC website at any time. Advice received via the Virtual Independent Paralegals, LLC website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Virtual Independent Paralegals, LLC and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Virtual Independent Paralegals, LLC website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Virtual Independent Paralegals, LLC and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-fringement.

To the maximum extent permitted by applicable law, in no event shall Virtual Independent Paralegals, LLC and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Virtual Independent Paralegals, LLC website, with the delay or inability to use the Virtual Independent Paralegals, LLC website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Virtual Independent Paralegals, LLC website, or otherwise arising out of the use of the Virtual Independent Paralegals, LLC website, whether based on contract, tort, negligence, strict liability or otherwise, even if Virtual Independent Paralegals, LLC and/or any of its suppliers has been advised of the possibility of

damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Virtual Independent Paralegals, LLC website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Virtual Independent Paralegals, LLC website.

Service Contact: [info@viphelpme.com](mailto:info@viphelpme.com)

## **8. TERMINATION / ACCESS RESTRICTION**

Virtual Independent Paralegals, LLC reserves the right, in its sole discretion, to terminate your access to the Virtual Independent Paralegals, LLC website and the related services or any portion thereof at any time, without notice.

## **9. GENERAL**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, U.S.A. in all disputes arising out of or relating to the use of the Virtual Independent Paralegals, LLC website. Use of the Virtual Independent Paralegals, LLC website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Virtual Independent Paralegals, LLC as a result of this agreement or use of the Virtual Independent Paralegals, LLC website. Virtual Independent Paralegals, LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Virtual Independent Paralegals, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Virtual Independent Paralegals, LLC website or information provided to or gathered by Virtual Independent Paralegals, LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Virtual Independent Paralegals, LLC with respect to the Virtual Independent Paralegals, LLC website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Virtual Independent Paralegals, LLC with respect to the Virtual Independent Paralegals, LLC website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **10. COPYRIGHT AND TRADEMARK NOTICES**

All rights are reserved. The content of this website is copyrighted and may be reproduced in any form including digital and print for any non-commercial purpose so long as this notice remains visible and attached hereto.

## **11. TRADEMARKS**

Virtual Independent Paralegals, LLC reserves exclusive rights in all of its trade and service marks, which includes, but is not limited to:

- Virtual Independent Paralegals
- Virtual Independent Paralegal

- Deposition Digest
- Transcription by Trish
- Work Done Now
- VIP Help Me
- Medical Summaries Done Now
- Due Diligence Document Review
- Billable Hour Generator
- Virtual Independent Professionals
- Legal Services Done Right

Virtual Independent Paralegals, LLC's reservation of intellectual property rights applies to all variants of the above.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

# PRIVACY POLICY

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Virtual Independent Paralegals, LLC is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Virtual Independent Paralegals, LLC website and governs data collection and usage. By using the Virtual Independent Paralegals, LLC website, you consent to the data practices described in this statement.

## 12. COLLECTION OF YOUR PERSONAL INFORMATION

Virtual Independent Paralegals, LLC does not collect personally identifiable information, such as your e-mail address, name, home or work address or telephone number unless you specifically provide it or become a client.

There is information about your computer hardware and software that is automatically collected by Virtual Independent Paralegals, LLC. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by Virtual Independent Paralegals, LLC for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Virtual Independent Paralegals, LLC website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Virtual Independent Paralegals, LLC public message boards, this information may be collected and used by others.

Virtual Independent Paralegals, LLC encourages you to review the privacy statements of websites you choose to link to from Virtual Independent Paralegals, LLC so that you can understand how those websites collect, use and share your information. Virtual Independent Paralegals, LLC is not responsible for the privacy statements or other content on websites outside of the Virtual Independent Paralegals, LLC and Virtual Independent Paralegals, LLC family of websites.

## 13. USE OF YOUR PERSONAL INFORMATION

Virtual Independent Paralegals, LLC does not sell, rent or lease its customer lists to third parties.

Virtual Independent Paralegals, LLC does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Virtual Independent Paralegals, LLC keeps track of the websites and pages our customers visit within Virtual Independent Paralegals, LLC, in order to determine what Virtual Independent Paralegals, LLC services are the most popular. This data is used to deliver customized content and advertising within Virtual Independent Paralegals, LLC to customers whose behavior indicates that they are interested in a particular subject area.

Virtual Independent Paralegals, LLC websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Virtual Independent Paralegals, LLC or the site; (b) protect and defend the rights or property of Virtual Independent Paralegals, LLC; and, (c) act under exigent circumstances to protect the personal safety of users of Virtual Independent Paralegals, LLC, or the public.

## 14. CHANGES TO THIS STATEMENT

Virtual Independent Paralegals, LLC will occasionally update this Statement of Privacy to reflect company and customer feedback. Virtual Independent Paralegals, LLC encourages you to periodically review this Statement to be informed of how Virtual Independent Paralegals, LLC is protecting your information.

## 15. CONTACT INFORMATION

Virtual Independent Paralegals, LLC welcomes your comments regarding this Statement of Privacy. If you believe that Virtual Independent Paralegals, LLC has not adhered to this Statement, please contact Virtual Independent Paralegals, LLC at [info@viphelpme.com](mailto:info@viphelpme.com). We will use commercially reasonable efforts to promptly determine and remedy the problem.