



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

1. ATTORNEY-CLIENT RELATIONSHIP AND GENERAL PROVISIONS

By using the **PIERCE MCCOY, PLLC** (“**PIERCE / MCCOY**”) website (the “Site”), any **PIERCE / MCCOY** applications or application plug-ins (“Applications”), or engaging **PIERCE / MCCOY** attorneys to perform legal services on your behalf, you hereby acknowledge and agree to follow and be bound by these terms of service (these “Terms of Service”) and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Service, the words “you” and “your” refer to each **Pierce / McCoy** client, Site visitor, or Application user; the words “we,” “us,” and “our” refer to **PIERCE / MCCOY**, its attorneys, employees, contractors, and staff; and “Services” refers to all services or products provided by us, whether legal or otherwise.

IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF SERVICE PERIODICALLY. IF AT ANY TIME YOU FIND THESE TERMS OF SERVICE UNACCEPTABLE OR IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THIS SITE, APPLICATIONS, OR ANY SERVICES. IF YOU HAVE ANY QUESTIONS REGARDING OR RELATED TO THESE TERMS OF SERVICE, PLEASE CONTACT US AS PROVIDED BELOW. YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND ANY SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT. We may revise these Terms of Service at any time without notice to or consent from you. All revisions, updates, or changes are effective immediately when we post them to the Site, and apply to all access to and use of the Site, Application, or Services thereafter. However, any changes to the dispute resolution provisions herein will not apply to any dispute for which the parties have actual notice on or prior to the date the revision, update, or change is posted to the Site. Your continued use of the Site, Application, or Services means and constitutes your acceptance and agreement to such revisions, updates, or changes.

PIERCE / MCCOY may provide various online platforms to give clients a general understanding of the law. The Site includes general information on commonly encountered legal issues, which information is NOT to be considered legal advice or give rise to any attorney-client relationship between you and **PIERCE / MCCOY**. Your use of the Site, Applications, and other Services requires that you abide by these Terms of Service and applicable federal, state, local, and administrative laws applicable in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed to practice law. **WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE SITE OR APPLICATION, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.**

From time to time, you may engage **PIERCE / MCCOY** attorneys to perform certain legal services, including, but not limited to, the following: (i) registered agent services for business entities; and (ii) legal services agreements of a limited scope as set forth in an engagement letter (“Engagement Letter”) between you and **PIERCE / MCCOY**. These Terms of Service and any Engagement Letter entered into by you and **PIERCE / MCCOY** constitute the entire agreement between you, as the client, and **PIERCE / MCCOY**, and such documents are not assignable by you. The laws governing these Terms of Service and any Engagement Letter are the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. Your acceptance of these Terms of Services and execution of any Engagement Letter will apply retroactively to the date that **PIERCE / MCCOY** first performed any Services on your behalf.

By using the Site, Applications, or any Services, you also agree that any controversy, dispute, or claim arising out of or relating to these Terms of Service or the Engagement Letter, including, without limitation, fees, charges, expenses, performance of Services, or any other aspect of **PIERCE / MCCOY’S** representation, shall be resolved through binding arbitration, which arbitration must take place in Norfolk, Virginia, and proceed in accordance with the Arbitration Agreement set forth below. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN A COURT OF LAW AND TO A JURY TRIAL.** Notwithstanding the foregoing, nothing stated herein prevents



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

or limits the rights of **PIERCE / MCCOY** from seeking all available legal remedies to recover legal fees, including, but not limited to, filing a lawsuit in the civil courts of the Commonwealth of Virginia.

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The website from which you link, or on which you make certain content accessible, must comply in all respects with any content standards established by us from time to time, and we reserve the right to withdraw linking permission at any time, without advance notice.

2. INTELLECTUAL PROPERTY RIGHTS

The Site, Application, and Services, and their entire contents, features, and functionality (including, but not limited to, all information, source code, algorithms, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are wholly owned by **PIERCE / MCCOY**, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service do not constitute a sale or convey to you any rights, title, or interest of ownership in or related to the Services or any intellectual property rights otherwise owned by **PIERCE / MCCOY**. **PIERCE / MCCOY**, its logo, and all related names, logos, product and service names, designs, and slogans are trademarks of **PIERCE / MCCOY** or its affiliates or licensors. You must not use such marks without our prior written permission.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one (1) copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from the Site or a Service.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site or a Service.

3. REGISTERED AGENT SERVICES FOR BUSINESS ENTITIES

In the event that **PIERCE / MCCOY** serves as a registered agent for your business entity, or business entities, you hereby acknowledge and agree and understand that the registered agent services are limited to the receipt and forwarding of items covered by the respective state statute, rule, regulation, or contract, and do not include the provision of a business or mailing address. **PIERCE / MCCOY** has no obligation to forward any items received pursuant to any unauthorized use of the **PIERCE**



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

/ **MCCOY** address(es) and assumes no liability to you or any other party for any loss of such item(s). From time to time, **PIERCE / MCCOY** may also provide other services or promotional opportunities on your behalf as your registered agent, but **PIERCE / MCCOY** reserves the right to change, modify, amend, or terminate any additional services in its sole discretion.

You hereby acknowledge and agree to pay to **PIERCE / MCCOY** an annual registered agent fee of **Two Hundred and 00/100 U.S. Dollars (\$200.00 USD)**, which is subject to change at any time for any subsequent annual year **PIERCE / MCCOY** serves as registered agent, in the sole discretion of and by **PIERCE / MCCOY** (the "Registered Agent Fee"). The Registered Agent Fee accrues at the beginning of each year at such time when the annual registration for the respective business entity or entities is or are to be renewed with the Virginia State Corporation Commission or other applicable government agency or body. You assume liability for and the obligation to pay the Registered Agent Fee and all charges, fees, or other costs incurred as a result of any and all registered agent services performed by **PIERCE / MCCOY** on your behalf or at your direction. The Registered Agent Fee, if not already due, and any other charges are due and payable upon receipt of any **PIERCE / MCCOY** invoice rendered for its services as your registered agent. You hereby agree and authorize **PIERCE / MCCOY** to charge your credit card on file at any time or use any other billing information to ensure prompt payment of the Registered Agent Fee and any invoices rendered to you.

It is your sole responsibility to keep **PIERCE / MCCOY** informed as to any changes in address, or of change of person(s) authorized to receive registered agent notifications, reports, processes, and legal matters. You acknowledge and agree that if your business entity voluntarily or involuntarily discontinues its business or operations or if you wish to abandon such business entity or discontinue the **PIERCE / MCCOY** registered agent service: (i) the business entity must be properly and legally dissolved, withdrawn, cancelled, or otherwise properly terminated in accordance with applicable laws and regulations governing the jurisdiction either through **PIERCE / MCCOY**, independently, or through another registered agent service provider; or (ii) the business entity must assign another registered/resident agent and pay any prorated fees due to **PIERCE / MCCOY** and any applicable state filing fees otherwise paid on your behalf. Any legal or other services provided in connection with (i) and (ii) in the preceding sentence are not included in the Registered Agent Fee.

4. **PIERCE / MCCOY** LEGAL SERVICES AND FEES

PIERCE / MCCOY is in the business of providing legal counsel and assistance to you, as the client, on the matter for which such Services were engaged (the "Matter"), in accordance with these Terms of Service and your Engagement Letter. Although **PIERCE / MCCOY** and its attorneys will use their best efforts in representing you, **THERE IS NO GUARANTEE OR ASSURANCE AS TO ANY OUTCOME OR POSSIBLE OUTCOMES FROM OR RELATED TO THE SERVICES**. All legal services rendered by **PIERCE / MCCOY** are subject to applicable state and federal laws governing the attorney-client relationship and applicable rules of professional responsibility in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed. Nothing herein will be construed as an obligation of any **PIERCE / MCCOY** attorney to represent you, and you hereby agree that **PIERCE / MCCOY** or any of its attorneys may withdraw from representing you at any time, subject to adherence with state and federal laws governing the attorney-client relationship and applicable rules of professional responsibility in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed.

In exchange for the Services provided to you by **PIERCE / MCCOY**, you agree to pay the fees for such Services and reimburse **PIERCE / MCCOY** for any reasonable expenses incurred in accordance with any policies and procedures that **PIERCE / MCCOY** may adopt from time to time. Although **PIERCE / MCCOY** may make you aware of its policies and procedures, please note that these policies and procedures are subject to change. Although we strive to provide the most efficient services for our clients, any estimates of fees quoted to you are simply just estimates, nothing more. Any deposits in advance of legal services given or required by **PIERCE / MCCOY** will be placed in the **PIERCE / MCCOY** escrow account and such deposit



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

will be applied against your invoices as the invoices are provided to you. From time to time, **PIERCE / MCCOY** may also establish general practices and limits concerning the payment of legal fees or offer other arrangements such as discounted rates, invoice credits, or pro-bono services, and you acknowledge that **PIERCE / MCCOY** reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. FAILURE TO PAY PROFESSIONAL FEES; COLLECTION OF UNPAID FEES AND EXPENSES

In the event that you fail to pay any applicable fees in connection with the provision of Services provided by **PIERCE / MCCOY** you hereby authorize **PIERCE / MCCOY** to charge interest on any late and unpaid balances owed by you. For any amount outstanding for more than thirty (30) days **PIERCE / MCCOY** will assess a late fee of six percent (6%) compound annual interest. Notwithstanding Section 9 below, you expressly authorize **PIERCE / MCCOY** to pursue all available remedies for the collection of professional fees and **PIERCE / MCCOY** may file lawsuits, garnishments, summons or serve other legal process in any jurisdiction in connection with the recovery of legal fees which may be owed for its Services. For this purpose you expressly waive any requirement of **PIERCE / MCCOY** pursuing binding arbitration with respect to the recovery of any unpaid professional fees.

6. PROFESSIONAL INDEPENDENCE OF PIERCE / MCCOY ATTORNEYS

Attorneys performing legal services for you under these Terms of Service and the Engagement Letter shall maintain the attorney-client relationship with you, and it is within the sole discretion of the attorney to determine appropriate courses of action as authorized by you or permitted under applicable rules of professional conduct or whether claims or defenses pertaining to any matter under this Agreement present a frivolous or otherwise unmeritorious claim or defense. **PIERCE / MCCOY** attorneys reserve the right to make independent professional judgments regarding their representation of you in a particular matter.

7. INTERNAL REVENUE SERVICE (IRS) CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from **PIERCE / MCCOY** (including information provided during a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code, or (2) promoting, marketing, or recommending to another party any matters addressed therein.

8. PRIVACY POLICY

If you have entered into an attorney-client relationship with **PIERCE / MCCOY**, such information received by **PIERCE / MCCOY** pursuant to such relationship is subject to applicable attorney client privilege and work product doctrines. **PIERCE / MCCOY** also requires its clients to provide personal information (collectively, "Personal Information") to access and use the Site, Applications, and Services. Personal Information includes, but is not limited to, the following: (i) contact data (such as your name, address, city, state, zip code, phone number, and email address); (ii) financial data (such as your credit card number, expiration date, and verification code); (iii) demographic data (such as your zip code and sex); and (iv) other legal data (such as your social security number, mortgage information, automobile information, marital information, trade secrets, inventions, and idea submissions and other sensitive information necessary to generate legal documents).

All Personal Information will be retained in accordance with applicable state and federal law and applicable rules of professional responsibility and only disclosed in instances where such disclosure is (i) required by applicable state or federal



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

laws or applicable rules of professional responsibility, (ii) authorized by you, or (iii) in the exercise of a **PIERCE / MCCOY** attorney's professional discretion. We strive to make certain that our servers and connections incorporate the latest encryption and security devices. We have implemented physical, electronic, and managerial procedures to safeguard and secure the information we collect. Credit card and personal information are transmitted by secure servers. Documents are delivered to you via UPS or similar overnight delivery services, the United States Postal Service, or email. Unfortunately, no data transmission is guaranteed to be 100% secure and we therefore cannot guarantee the security of information you transmit to or from the Site, Applications, or through the use of the Services, and you provide this information at your own risk. **ACCORDINGLY, WE DISCLAIM LIABILITY FOR THE THEFT, LOSS, OR INTERCEPTION OF, OR UNAUTHORIZED ACCESS OR DAMAGE TO, YOUR DATA OR COMMUNICATIONS BY USING THE SITE, APPLICATIONS, AND OUR SERVICES. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ASSUME THESE RISKS.**

9. MISCELLANEOUS

Geographic Restriction: We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

International Users: The Site, Application, and Services are controlled, operated, and administered by **PIERCE / MCCOY** from our offices within the United States of America. If you access the Site, Application, or Services from a location outside of the United States, you are responsible for compliance with all local laws. You agree that you will not use the Site, Application, or Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Disclaimer of Warranties: EXCEPT AS OTHERWISE PROVIDED, THE SITE, APPLICATION, AND SERVICES ARE MADE AVAILABLE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY. **PIERCE / MCCOY** SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

UNDER NO CIRCUMSTANCES WILL PIERCE / MCCOY'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS OF SERVICE EXCEED THE AMOUNT PAID BY YOU FOR ITS SERVICES, IF ANY. IN ADDITION, IN NO EVENT WILL PIERCE / MCCOY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, THE APPLICATION, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, APPLICATION, OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, DEATH, DISABILITY, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification: You agree to defend, indemnify, and hold harmless **PIERCE / MCCOY**, its affiliates, licensors, employees, and service providers, and its and their respective officers, managers, members, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs,



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Site, Application, or Services other than as expressly authorized in these Terms of Service or your use of any information obtained from the Site.

Governing Law: These Terms of Service and the relationship between you and **PIERCE / MCCOY** are governed by the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule, whether of the Commonwealth of Virginia or any other jurisdiction.

Venue: Subject to the Arbitration Agreement below, any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or **PIERCE / MCCOY** shall be instituted and litigated exclusively in the federal courts of the United States or the state courts, in each event located in the city of Norfolk, in the Commonwealth of Virginia. **You waive any and all objections to the exercise of jurisdiction over you by such courts and to exclusive venue in such courts.**

Dispute Resolution and Arbitration Agreement (this "Arbitration Agreement").

Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and **PIERCE / MCCOY** each agree to notify the other of the dispute and attempt to negotiate an informal resolution to it first. **PIERCE / MCCOY** will contact you at the email address you have provided to us; you can contact **PIERCE / MCCOY's** customer service team by emailing us. If after a good faith effort to negotiate, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

Agreement to Arbitrate. You and **PIERCE / MCCOY** mutually agree that any disputes will be settled by binding arbitration. If there is a dispute about whether this arbitration agreement can be enforced or applies to our dispute, you and **PIERCE / MCCOY** agree that the arbitrator will decide that issue.

Exceptions to Arbitration Agreement. You and **PIERCE / MCCOY** each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; or (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, or cyber-attack).

Attorneys' Fees and Costs. You and **PIERCE / MCCOY** each agree that either party may be entitled to seek an award of attorneys' fees and expenses if such party prevails in arbitration, to the extent provided under applicable law and the AAA rules.

Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Jury Trial Waiver. You and **PIERCE / MCCOY** acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes.



TERMS OF SERVICE / PRIVACY POLICY

(Revised August 26, 2020)

No Class Actions or Representative Proceedings. You and **PIERCE / MCCOY** acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all disputes. Further, unless you and **PIERCE / MCCOY** both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any dispute, then the entirety of this Arbitration Agreement will be deemed void with respect to such dispute.

Severability. Other than as provided in the immediately preceding paragraph, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

No Assignment: You may not assign your rights under these Terms of Service without our prior written consent, and any attempted assignment will be null and void.

Limitation on Time to File Claims: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SITE, APPLICATION, OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver: No failure by **PIERCE / MCCOY** to enforce any term or condition of these Terms of Service will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of **PIERCE / MCCOY** to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

Severability: If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service will continue in full force and effect.

Entire Agreement: These Terms of Service, and, as applicable, your Engagement Letter constitute the sole and entire agreement between you and **PIERCE / MCCOY** with respect to the Site, Application, and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site, Application, and Services.

Notices. We may give notice to you by email or other reasonable means. You shall give notice to **PIERCE / MCCOY** by certified mail (postage pre-paid and return receipt requested) to:

Pierce McCoy, PLLC
Attn: Nathaniel R. Pierce
101 West Main Street, Suite 101
Norfolk, VA 23510

QUESTIONS. Please contact us with any questions regarding these Terms of Service by emailing us at: info@piercemccoy.com