

Terms of Use

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Barnhart Law PLC, a Florida professional limited liability company (the “Firm” or “we”), is wholly owned and operated by Constance R. Barnhart, Attorney At Law & Managing Member. The Firm’s sole office address is located at 401 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida 33301, U.S.A.

These Terms of Use and our Privacy Policy set forth the terms and conditions under which you may access and use the Website. By accessing and using the Website, you agree to be bound by these Terms of Use and our Privacy Policy then in effect and by all applicable law. If you do not agree with any of the Terms of Use or our Privacy Policy, you should not access or use the Website for any purpose. The Firm reserves the right to change or modify these Terms of Use at any time by posting modified Terms of Use on the Website, and your continued use of the Website thereafter will constitute agreement with such changes and modifications.

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No Client-Lawyer Relationship is Created by Your Use of This Website or by Your Contacting Us

All content posted on this Website is for general information only. It does not constitute legal advice, and may not be relied upon as such. No Attorney-Client relationship is formed by your using, reviewing or interacting with this website or by contacting us for a free initial consultation or otherwise. Client relationships commence only after signing and entering into an engagement letter agreement with Barnhart Law PLC and depositing the applicable retainer in our IOTA Trust Account.

If you are interested in asking the Firm to represent you, please call us, email us, or otherwise contact us via the Firm’s contact information provided on the Website, so we can determine whether the Firm would be able and willing to represent you in the matter(s) on which you seek counsel. You should not provide us with specific information pertaining to your matter(s) without first speaking with Ms. Barnhart and receiving confirmation that the appropriate conflict check has been cleared and that the Firm is able to accept the engagement. If you submit information to us by email or otherwise, you acknowledge that it will not be considered to be confidential absent an express written agreement by the Firm to maintain your information in confidence. We reserve the right to decline any representation, and may be required to decline representation if it would create a conflict of interest with any of our current or former clients.

Information on the Website Does Not Constitute Legal Advice, and You May Not Rely on it as Such

All content posted on this Website is for general information only. It does not constitute legal advice, and may not be relied upon as such. You should consult a qualified attorney before taking or refraining from taking action in any matter of a legal nature

In addition, although we try to provide accurate and complete information, we make no commitment or express or implied warranty that the factual, legal, financial, or any other information contained on the Website is accurate, complete, error-free, or current. We assume no liability if it is not, and your use of the Website is solely at your own risk.

Without limiting the generality of the foregoing, we are not responsible for any content, comments, communications, information, or other materials posted, submitted, communicated, shared, discussed or otherwise generated through blogs, discussion boards, or other public areas of the Website (“User Generated Content”), nor do we guarantee the truthfulness, accuracy or completeness of User Generated Content or any other content on the Website. Any actions you take or do not take based on or related to User Generated Content or other content on the Website are solely at your own risk.

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Any public areas of the Website where comments are invited are intended to facilitate open communication and discussion. If you post, submit, share, disseminate, or respond to User Generated Content, however, you agree that:

1. Your User Generated Content will not (i) be defamatory, harassing, threatening, obscene, pornographic, or invasive of privacy, (ii) be illegal, encourage illegal activity, violate of the rights of others, or otherwise give rise to liability, (iii) be confidential or proprietary, or infringe any third-party intellectual property rights, and (iv) be copyright protected (unless you have full permission to publish it under the terms hereof from the copyright owner).
2. You are solely responsible for the User Generated Content you submit and for your or such content's failure to comply with the foregoing or with any of the terms of these Terms of Use.
3. All comments and User Generated Content are subject to moderation, and we have the right (but assume no obligation) to monitor, reject, delete, move, edit, modify, or remove any User Generated Content that we consider inappropriate or unacceptable for any reason, in our discretion and without providing any explanation, notice or reason.
4. You grant to the Firm, and to each user of the Website, a global, nonexclusive, unlimited license to publish, reproduce, sell, display, perform, disclose, distribute, use, edit or modify any User Generated Content you submit on or to the Website or to us, and any ideas, concepts or techniques embodied in the User Generated Content, for any purpose whatsoever, and you waive any and all moral rights you may have in the foregoing.

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You agree that you will not use the Website for any unlawful purpose, or for any purpose prohibited by these Terms of Use. As a condition to your right to use the Website, you agree that you will not:

1. Use the Website in a manner that could disable, overburden, or impair the site or interfere with the proper working of the site or with any other party's use and enjoyment of the site.
2. Seek to obtain access to any materials or information through "hacking" or through other means we have not intentionally made available to you through the Website.
3. Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
4. Transmit materials through the Website that you know or should know contain viruses, Trojan horses, worms, 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.
5. Take any action or use the Website in any manner that could (i) compromise the Website's security, (ii) render the Website or its features inaccessible to others, (iii) cause other damage to the Website or any content, or (iv) launch any automated system, including without limitation, any "robot," "spider," or "offline reader" that sends more requests to the Website's server(s) in a given period of time than a human can reasonably generate using a conventional web browser.

The Firm reserves the right to terminate or limit your access to the Website for any violation of these Terms of Use or our Privacy Policy, or for any other reason, in our sole discretion

Other Disclaimers, Limitation of Liability, and Indemnity

"Covered Parties" means the Firm, its Managing Member, Constance R. Barnhart, and any partners, principals, managers, members, employees, contractors, agents, heirs, successors, and assigns of either of them.

Other Disclaimers

THE WEBSITES IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND THE COVERED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF OTHER TERMS HEREIN, THE COVERED PARTIES ALSO DISCLAIM ALL WARRANTIES, RESPONSIBILITY AND LIABILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE WEBSITES OR THEIR CONTENT, INCLUDING BUT NOT LIMITED TO ANY INACCURACIES, TECHNICAL ERRORS OR TYPOGRAPHICAL ERRORS, (B) USER GENERATED CONTENT, INCLUDING BUT NOT LIMITED TO

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Limitation of Liability

The Covered Parties shall not be liable for any damages, including but not limited to any direct, indirect, incidental, special, reliance, or consequential damages of any kind whatsoever (including, without limitation, costs, expenses, attorneys' or other legal fees, lost profits, savings, or data), in any way due to, resulting from, or arising in connection with the Website or your use thereof, any content on the Website, or your violation of these Terms of Use in any respect, regardless of any negligence or fault of any of the Covered Parties, and whether or not apprised of the possibility of such damages.

Indemnity

You agree to indemnify and hold harmless the Covered Parties from any losses, damages, claims, or liabilities of any nature, including reasonable attorneys' and other legal fees, other professional fees, costs, and expenses, arising from your use of the Website, User Generated Content, or other content found on or via the Website, or your breach of these Terms of Use. This indemnity does not apply to events arising not from the Website but directly from a client-lawyer relationship, if any, that may be entered between you and the Firm pursuant to a signed engagement agreement between you and the Firm on the terms described herein.

Legal and Ethical Requirements

To the extent that any of the content on the Website is construed as "ATTORNEY ADVERTISING," you are advised: "The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you further free written information about our qualifications and experience."

The hiring of a lawyer is an important decision that should not be based solely upon advertisements. No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers. Prior results do not guarantee a similar outcome.

It is the Firm's intention to fully comply with all legal and ethical requirements related to the Website. To the extent that the professional responsibility requirements of any jurisdiction require us to designate a principal office or an attorney responsible for the Website, the Firm designates its sole office address located at 401 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida (USA), and Constance R. Barnhart, Attorney At Law & Managing Member.

The terms "we" or "the firm" (and their objective and possessive cases) are used throughout the Website to refer to the law firm Barnhart Law PLC, a Florida professional limited liability company that is wholly owned and operated by Constance R. Barnhart, Attorney At Law. **Barnhart Law PLC has its sole office in Fort Lauderdale, FL, USA**

Except to the extent specifically stated otherwise in any written engagement agreement between a client and the Firm, the Firm practices law only in and under the laws of the state of Florida, USA. Constance R. Barnhart is admitted to practice law in the U.S. states of Florida, New York, Texas, and Minnesota. The Firm and Constance R. Barnhart do not practice law in any states or jurisdictions in which Ms. Barnhart is not admitted and actively and currently licensed to do so.

Capacity to Accept Terms of Use

You acknowledge that the Website are not intended for children under the age of 18, and affirm that you are more than 18 years old. Please do not use the Website if you are under 18 years of age. In accessing or using the Website, you affirm that you (i) are more than 18 years old, (ii) are fully able and competent to understand and enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and our Privacy Policy, and (iii) agree to comply with these Terms of Use and our Privacy Policy.

Entire Agreement; Severability; No Waiver

These Terms of Use incorporate by reference any notices or disclaimers contained on the Website and, along with our Privacy Policy, constitute the entire agreement regarding your access to and use of the Website. If any provision of these Terms of Use or our Privacy Policy is unlawful, void or unenforceable in any jurisdiction, that provision will be severable from the remaining provisions and will not affect their validity and enforceability. The Firm's failure to enforce any provision on any occasion is not and should not be construed as a waiver of such provision.

Governing Law; Jurisdiction

These Terms of Use and our Privacy Policy are governed by and shall be construed in accordance with the laws of the State of Florida, USA, without regard to choice of law principles thereof, and U.S. federal and state courts located in Broward County in the State of Florida, USA, are the exclusive forum and shall have sole jurisdiction for any dispute.

Claims of Alleged Copyright Infringement and the Digital Millennium Copyright Act

The Firm is committed to complying with U.S. copyright and related laws, and requires all users of the Website to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 to report alleged infringements.

In the event that you claim to be the copyright owner of any content, you agree immediately to notify the Firm of any claimed copyright infringement. You further agree to provide the Firm's copyright agent the information as required by the DMCA, Title 17, U.S.C. §512 (the "DMCA"), including without limitation the following:

1. Your physical or electronic signature or that of a person authorized to act on behalf of you, the purported owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright or work claimed to have been infringed, or a multiple copyrighted work at a single online site or covered by a single notification, or a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;
5. A statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of you, the owner of an exclusive right that is allegedly infringed. The Firm's Copyright Agent for notice of claims of copyright infringement on or relating to the website can be reached either by:

sending an email request to CBarnhart@BarnhartLawPLC.com; or sending a letter via the U.S. Mail to:

Constance R. Barnhart
Attorney At Law, Managing Member
Barnhart Law PLC
401 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
U.S.A.

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

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Effective date: October 17, 2011