



## DocuPlayer Communications LLC (docuplayer.com) Website Terms of Use

This Terms of Use (the “**Agreement**”) is a contract between you (referred to herein as “**you**” or “**User**”) and DocuPlayer Communications LLC, an Arizona limited liability company and the owner and operator of docuplayer.com (“**DOCUPLAYER**”) for the right to access the features and functionality at the website located at the domain docuplayer.com (the “**Services**” or the “**Site**”). Upon subscribing or otherwise creating an account on the Site, you may be required to sign a Subscription Agreement, which will supersede and control over the terms of this Agreement.

BY USING THIS SITE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU (I) ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, AND (III) YOU HAVE THE LEGAL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR YOUR ORGANIZATION.

DOCUPLAYER provides access to the Services solely on the terms and conditions set forth in this Agreement and on the condition that you accept and comply with them. If you do not accept all of the terms and conditions of this Agreement, do not register for or access the Services or the Site. REMAINING ON THE SITE, SUBSEQUENT ACCESS, AND SUBSCRIBING AS A USER OF THE SITE EACH CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. NO SOFTWARE LICENSE IS GRANTED UNDER THIS AGREEMENT.

In consideration of the mutual benefits derived by each party, the parties agree to the following terms and conditions:

### 1. Access to the Services; Usage Restrictions.

- 1.1 Subject to this Agreement, DOCUPLAYER grants to you a non-exclusive, non-transferable, and non-sub-licensable limited right to use and access the features and functions of the Services using unique user IDs and passwords; provided, however that such right does not among other things, include the right to assign, share, sell, rent, lease or otherwise transfer your right to use the Services, or permit anyone to republish, in whole or in part, any portion of the Services and associated content. The Services provide you with access to a platform with profiles, content, community forums, and networking opportunities. Use of the Services provides you the use of and access to DOCUPLAYER content and tools (collectively, the “Content”), and you agree and understand that you shall not hold DOCUPLAYER liable for any breach of relevant local, state or federal regulations caused by your use of the Services. Except as may be expressly provided in writing by DOCUPLAYER, the use of the Services for any other purpose other than as set forth in this Agreement is not permitted.
- 1.2 DOCUPLAYER reserves the right at any time and from time to time to modify, discontinue, or suspend, temporarily or permanently, its offering of the Services (or any part thereof) without notice or liability to you or any third party.
- 1.3 The rights to use the Services granted pursuant to this Agreement shall terminate upon breach of this Agreement by you or your termination of your subscription on the Site, whether by selection or by failure to remit payment of all charges when due. You agree and understand that DOCUPLAYER may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, you agree and understand that the rights to use the Services granted under this Agreement shall terminate, and your right to use and access the Content shall automatically expire without notice or refund.

1.4 You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree: (1) to ensure that you exit from your account at the end of each session; (2) to access your account only via a trusted, secure internet connection; (3) not to access your account through public internet or from a public or shared computer. You understand the purpose of these agreements is to protect against others' access to the Site, your videos, profile, passwords and other confidential information or access the videos and other material you upload to the Site. DOCUPLAYER has the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

1.5 You agree not to use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services, including their ability to securely and timely upload videos and materials to the Site and view, access, and use the Site. All videos, documents, images and other content you upload to the Site is "**User Created Content**". You are responsible for sharing User Created Content and all links provided by DocuPlayer in such a manner to protect information that is confidential pursuant to the ethical rules governing attorneys that are applicable to you and your practice and that is confidential under applicable laws. Further, you will not use the Site in violation of any law or for any other purpose not expressly authorized in this Agreement.

## 2. Intellectual Property Rights.

2.1 You agree and understand that the right to use the Services granted in this Agreement and all rights, title, and interest in the Services are the proprietary property of DOCUPLAYER or DOCUPLAYER is licensed to use such third-party content, and such proprietary rights shall remain vested in DOCUPLAYER. You agree and understand that you will not publish, distribute via the Internet or any other public computer-based information system, create derivative works of, transfer, sell, lease, disclose or otherwise make the Services available to any third party. You further agree that you will not at any time challenge or contest the validity or ownership of such Content and that nothing in this Agreement may be construed to limit any proprietary rights of DOCUPLAYER in the Content. If we provide model videos, model content, or stock videos or images, you may use those videos and that content for the purposes for which DocuPlayerer expressly offers them. For illustration, if DocuPlayer offers stock videos that we create for your use to provide common tips or advice to clients, you may use that content for the limited purpose of sending those videos to your clients on an **individual basis** as part of your client communication in your role as that client's attorney, but you may not resell, recreate, lease, publicly disclose, publicly post or otherwise communicate or share those videos to any persons other than your clients during the time that you are a subscriber to the Service.

2.2 You agree and understands that the Services use copyrighted material, trademarks, or other proprietary information including, but not limited to, text, software, photos, video, graphics, and the entire substance of the Content is protected under the United States copyright laws. The copyright in all material within the Services is held by DOCUPLAYER or its licensors. You shall not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the Services in whole or in part. Except as expressly permitted in writing by an authorized representative of DOCUPLAYER, nothing within the Services may be copied, reproduced, distributed, modified, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopy, recording, or otherwise, without the prior written permission of DOCUPLAYER or the copyright owner. This Agreement terminates automatically if you breach any of these terms. In addition to termination for breach

of the foregoing terms, DOCUPLAYER reserves the right to terminate your account at any time for any reason.

2.3 Any trademarks and logos of DOCUPLAYER shall remain the proprietary property of DOCUPLAYER and you shall not have any right to use any trademark of DOCUPLAYER without the prior written consent of DOCUPLAYER. Any use of the Services not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

2.4 We have the right to:

- 2.4.1 Remove or block access to any User Created Content that is unlawful, contains illegal or offensive material, is used for purposes of harassment or any other purpose other than in the practice of law in compliance with law and applicable ethical rules. All User Created Content is the responsibility of the User who uploaded that Content to the Site.
- 2.4.2 Take any action we deem necessary or appropriate, in our sole and absolute discretion, with respect to any User Created Content or the manner in which you use or permit another to use the Service, including but not limited to instances in which we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person, threatens the personal safety of other users of the Site, recipients of User Created Content or the public, or could create liability for DOCUPLAYER.
- 2.4.3 Disclose your identity and contact information to a third party who claims that User Created Content uploaded or shared by you by you is unlawful, contains illegal or offensive material, is used for purposes of harassment or any other purpose other than in the practice of law in compliance with law and applicable ethical rules.
- 2.4.4 Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the site.
- 2.4.5 In our sole and absolute discretion, terminate or suspend your access to all or part of the Site for any reason or no reason.

2.5 If you believe that any contributions violate your copyright, please send us a notice of copyright infringement to [hello@docuplayer.com](mailto:hello@docuplayer.com). It is our policy to terminate the user accounts of repeat infringers.

### 3. Term and Termination.

3.1 This Agreement is effective as of the date of your electronic acceptance of this Agreement by checking the box for acceptance or like electronic indication ("Effective Date") and access to the Services will start on the Effective Date and will continue until terminated by either party as set forth in this Agreement.

3.2 You agree and understand that DOCUPLAYER may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, you agree and understand that the rights to use the Services granted under this Agreement shall immediately terminate.

3.3 You may provide DOCUPLAYER notice of your intent to terminate your subscription by updating your account settings. If you require assistance, please email us at [hello@docuplayer.com](mailto:hello@docuplayer.com).

4. Indemnification; Limitation of Liability.

- 4.1 You will indemnify, defend and hold harmless DOCUPLAYER and its affiliates, officers, directors, employees, agents, successors and assigns (“**DocuPlayer Indemnified Parties**”), from and against all claims, demands, liabilities, damages and costs including, without limitation, its reasonable attorneys’ fees and other costs of defense, arising from or relating to your breach of any terms of this Agreement, your acts and omissions in using the Services, your use of the Services, and any third party claims related to use of the Services, including but not limited to claims about your User Created Content.
- 4.2 INFORMATION AND MATERIALS IN THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT ACCESS TO THE SERVICES MAY BE SUSPENDED IN THE CASE OF TECHNICAL ERRORS, VIRUSES, AND THE LIKE.
- 4.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DOCUPLAYER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES, EVEN IF DOCUPLAYER OR AN AUTHORIZED REPRESENTATIVE OF DOCUPLAYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER DOCUPLAYER NOR ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO ANY MATTER OF THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR ANY AMOUNT IN EXCESS OF FIVE HUNDRED DOLLARS (\$500).
- 4.4 YOU AND DOCUPLAYER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 4.5 SECURITY OF YOUR INFORMATION IS VERY IMPORTANT TO DOCUPLAYER. DOCUPLAYER UTILIZES HTTPS INTERNET CONNECTIONS, OFFERS PASSWORD PROTECTION FOR LINKS TO USER CREATED CONTENT AND STORES USER CREATED CONTENT IN CLOUD-BASED STORAGE THAT MAINTAINS MULTIPLES PROTECTIONS AGAINST UNAUTHORIZED ACCESS AND PRIORITIZES SECURITY. HOWEVER, YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT NO MEANS OF COMMUNICATION IS 100% SECURE AND THAT ALL MEANS OF COMMUNICATION THROUGH THE INTERNET, INCLUDING THE SERVICE PROVIDED BY DOCUPLAYER, CAN BE 100% SECURE AND WE DO NOT GUARANTEE SECURITY.

5. Warranty Disclaimer.

- 5.1 You agree and understand that (a) information offered by the Services in any particular situation does not constitute a recommendation or advice by DOCUPLAYER or any of its advisors, generally, and you shall not rely on the Services for such purpose; and (b) you assume responsibility for your actions undertaken in connection with the use of the Services in any and every capacity. The model, stock and example videos and images and all other information presented on this Site is made available for general information purposes only. DOCUPLAYER disclaims all liability and responsibility arising from any reliance placed on Content available through the Services by you or any other visitor to the Site.
- 5.2 THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND DOCUPLAYER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS

WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY DOCUPLAYER ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

5.3 YOU ACKNOWLEDGE AND AGREE THAT DOCUPLAYER DOES NOT GUARANTEE ANY SPECIFIC OUTCOME BY THE USE OF THE SERVICES.

## 6. Other Terms.

6.1 If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

6.2 The owner of the Site is based in the State of Arizona in the United States. We provide this Site for use only by persons located in the United States. 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.

6.3 DOCUPLAYER may amend any term of this Agreement at any time by providing notice to you via email or by posting on the Site. Your continued use of the Services constitutes your acceptance of the modified or amended Agreement. DOCUPLAYER may provide example, model and stock videos, tips, and other guidance or Content on the Site from time to time but that Content, including any legal content in the videos and images, is for purposes of illustration only and may not necessarily comply with your State Bar Rules or applicable law, be appropriate for every situation, or be up to date. DOCUPLAYER has no obligation to update that Content. Further, DOCUPLAYER's default settings are intended to provide additional security features to protect against viewing by unintended recipients and otherwise provide functional options to facilitate communication between you and the recipients of your User Created Content. You are responsible for assuring that you use the Service in compliance with your State Bar Rules, applicable laws, and as appropriate for each instance of use.

6.4 This Agreement constitutes the entire agreement between you and DOCUPLAYER, superseding any prior agreements between you and DOCUPLAYER. Upon creating a user account on the Site, you may be required to sign a Subscription Agreement, which will supersede and control over the terms of this Agreement. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Maricopa, Arizona. The failure of DOCUPLAYER to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Any waiver or failure

to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 6.5 Neither party is liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, fire or other disaster or telecommunications, power or Internet failure, or failure of any third-party provider. The occurrence of any such event shall toll the time provided in this Agreement for performance by the affected party.
- 6.6 All information we collect on the Site is subject to our Privacy Policy. By using this Site, you consent to all actions taken by us with respect to information in compliance with the Privacy Policy.