

## **Terms and Conditions of Use TicketFit, LLC**

This Web site (the "Web site," or the "Site") is provided to you by TicketFit, LLC ("TF", "we" or "us"). To assist you in using our Web site, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we may offer through our Site, we have created (i) these Terms and Conditions of Use (the "Terms") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site. Our Terms and Privacy Policy apply to any visitor to the Web site, including (i) casual visitors to our Site, who wish to learn more about our services ("Site Visitors"); and (ii) clients and others who choose to subscribe to our publications, and to receive announcements and other information from our Site ("Information Recipients").

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.**

### **1. Your Agreement**

These Terms govern your use of the Web site. Please read these Terms carefully; they impose legal obligations on you and on TF, and establish our legal relationship. By using our services or accessing our Web site, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, if you affirmatively register as an Information Recipient during the submission process (and from time to time as we may require) you will be prompted to click an "I Accept" button, which further confirms your agreement to be legally bound by these Terms.

### **2. The Relationship Between These Terms And Applicable Ethics Rules**

We have taken efforts to harmonize these Terms with ethics rules, and other rules that apply to our legal practice ("Ethics Rules"). If a circumstance arises where applicable Ethics Rules conflict with these Terms, then applicable Ethics Rules will govern our relationship, and not the conflicting portion of these Terms.

### **3. Component of our ticketfit.com Web site**

Our Web site is accessible to all Users.

### **4. Grant of Rights**

Provided you comply with these Terms, we grant you the right to access all areas of the Web site for purposes of (i) learning more about our services, (ii) registering to receive newsletters and other materials; and (iii) registering for TF presentations and other events, in accordance with the functionality provided by that Site (collectively, "Permitted Purposes"). In addition, we grant you the right to print out a reasonable number of pages from our Web site, and circulate to interested parties a copy of these pages, provided that (a) you use -- and ensure others with whom you share copies use -- the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Web site. Apart from these express rights to use our Site and print out Site content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Web site, or any materials we have made available on the Site.

### **5. TF Ownership; Reservation of Rights**

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Web site, including all associated intellectual property rights, are the property of TF and its licensors, and are protected by copyright and other intellectual property laws. TF retains all rights with respect to the Web site except those expressly granted to you in Section 4 (Grant of Rights), above.

## **6. Links to Third-Party Sites**

The Web site may contain links or produce search results that reference links to third party Web sites (collectively "Linked Sites"). TF has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. TF does not endorse the content of any Linked Site, nor does TF warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Web site to search for or link to another site, you agree and understand that such use is at your own risk.

## **7. Code of Conduct**

As a condition to your use of the Web site, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Web site in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- 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 Web site.
- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Site 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.

## **8. Revocation or Suspension of Use Privileges**

We reserve the right at any time to terminate or suspend your access to some or all of the Web site if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

## **9. Disclaimers**

**9.1 Concerning Site Functionality and Availability.** TF does not promise that the Web site will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. TF DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.

**9.2 Advisory; No Legal Advice Provided Via The Web Site.** The information presented on the Web Site is provided as a courtesy by TF. The Site is not intended as a substitute for professional legal advice. If you have, or suspect that you may have a legal problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem. TF EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE WEB SITE. Persons accessing this information assume full responsibility for the use of the information and understand and

agree that TF is not responsible or liable for any claim, loss or damage arising from the use of the information.

**9.3 Use of Web site Does Not Create An Attorney-Client Relationship.** You agree that your use of our Web site does not create an attorney-client relationship with TF.

## **10. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL TF BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEB SITE, UNLESS SUCH USE IS IN CONNECTION WITH AN ATTORNEY-CLIENT RELATIONSHIP WITH TF (in which event this Section shall not govern the parties' relationship).

## **11. Indemnity**

You agree to defend, indemnify, and hold TF and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

## **12. Contact for Alleged Copyright Infringement**

TF respects the intellectual property rights of others and requires that its users do the same. If you believe that any content available on the TF Site or other activity taking place on the Site constitutes infringement of a work protected by copyright (a "Work"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, as follows:

Frank Menendez, Esq.  
P.O. Box 441924  
Miami, Florida 33144  
(305) 775-3720  
frank (at) ticketfit (dot) com

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

## **13. Modifications to these Terms**

If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to the Web site. Please feel free to print out a copy of these Terms for your records.

## **14. General**

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district that includes Miami, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. TF's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the

terms and conditions contained herein set forth the entire understanding and agreement between TF and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

#### **15. Survival**

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 5 (TF Ownership; Reservation of Rights)
- Section 1 (Submitted Content) (with respect to Use Rights)
- Section 9 (Disclaimers)
- Section 10 (Limitation of Liability)
- Section 11 (Indemnity)
- Section 14 (General)
- Section 15 (Survival)

#### **16. Contact Us**

If you have comments or questions about the administration of this Site, you may contact us at the following addresses:

info (at) ticketfit (dot) com

#### **17. Effective Date**

The effective date of these Terms is July 25, 2012.

## **Privacy Policy TicketFit, LLC**

Welcome to ticketfit.com, the Web site for TicketFit, LLC ("TF"). We are committed to maintaining the privacy of information that you might share with us while visiting our site and interacting with us online. This privacy policy and agreement (the "Privacy Policy" or "Policy") covers how we collect, use, and treat personal information that you may provide through the ticketfit.com Web site (the "Web site" or the "Site").

The terms "you" and "your" refer to any visitor to the Web site, including (i) casual visitors to our Site, who wish to learn more about our services ("Site Visitors"); and (ii) clients and others who choose to subscribe to our publications, and to receive announcements and other information from our Site ("Information Recipients"). The terms "we" and "us" refer to TicketFit, LLC, and the term "ticketfit.com" refers to our Web site.

### **1. Your Consent**

Please read this Privacy Policy carefully; when you consent to this Policy's terms, it creates legal obligations on you and on TF. We ask you to show your consent to the terms of this Privacy Policy in different ways, depending on your relationship to the Site. The procedures for consenting to this Policy are (a) less formal if you are a casual Site Visitor, and (b) more formal if you are seeking to become an Information Recipient.

**1.1. Consent by Site Visitors.** By accessing and using our Web site as a Site Visitor, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it. If you do not agree with the terms of this Privacy Policy, please refrain from using our Site.

**1.2. Consent by Information Recipients.** If you register to become an Information Recipient via our Web site, you will be prompted to click an "I Accept" button linked to this Policy during the registration process. Clicking "I Accept" further confirms your agreement to be bound by this Privacy Policy.

**1.3. Connection to Our Web site Terms.** Clicking the "I Accept" button will also confirm your agreement to comply with our Web site Terms, including our "Code of Conduct."

### **2. Component of our ticketfit.com Web site**

Our Web site is designed to provide Users with a range of information concerning (i) the services we offer; (ii) our attorneys and their experience; (iii) the geographic and legal subject matter areas in which we practice; (iv) employment opportunities; and (v) other materials concerning our firm. On our Site, for example, Users can request newsletters, and other updates from our various practice groups. Our Site is also designed to provide a gateway for users to hire us online.

### **3. The Relationship Between This Policy And Applicable Ethics Rules**

We have taken efforts to harmonize this Privacy Policy with ethics rules, and other rules that apply to our legal practice ("Ethics Rules"). If a circumstance arises where applicable Ethics Rules conflict with this Privacy Policy, then applicable Ethics Rules will govern our relationship, and not the conflicting portion of this Privacy Policy.

### **4. The Types Of Information You May Provide**

Information you may provide while visiting our Site or while participating as an Information Recipient falls into two broad categories: (i) Personal Information; and (ii) aggregate information.

We use the term "Personal Information" to mean any information you provide to us over the Site that could reasonably be used to identify you, including your name, address, e-mail address, birth date, telephone number or any combination of such information that could be used to identify you. We use the term "Anonymous Information" to refer to information that does not identify you, and may include statistical information concerning, for example, the pages on our Site that users visit most frequently.

## **5. Our Uses Of The Information You Provide**

We use Information you provide to us via the Web site only as provided in this Policy. We use the Personal Information you provide via the Web site only for purposes of providing you information concerning TF and for otherwise responding to requests you may make, as permitted by our Web site. We do not share your Personal Information with any third parties (except as provided in Section 9 (Disclosures to Third Parties)).

Specifically, we collect, or receive, information from Site Visitors and Information Recipients at different points on our Web site, and use this information as follows:

**5.1. Registration Information.** In order to become an Information Recipient on our Site, we require that you complete a registration form. This form asks for contact information, which includes such items as (i) name; (ii) mailing address; and (iii) e-mail address. We use this information to provide our Information Recipients with materials, as outlined below.

**5.2. E-mail Addresses.** We use your e-mail address to send newsletters, announcements concerning TF or legal developments, notifications, and other information relating to our Site. In addition, we may use your e-mail address to invite you to presentations, or other functions we believe may be of interest to you. You will have the ability to opt out of receiving these materials, as provided in Section 10 (Opting Out; Removing Information).

**5.3. Informational Notices and Bulletins.** Periodically, we may choose to send news, bulletins, or other information to Users, and will use Personal Information to send such communications. If we choose to undertake such communications, you will have the ability to opt out of receiving these communications as provided in Section 10 (Opting Out; Removing Information).

**5.4. Surveys.** Periodically, we may initiate surveys at ticketfit.com, and we may request Personal Information from you in connection with such surveys. You are free to choose whether you participate in this type of survey. The information we request may include contact information (such as name and e-mail address). Survey information will be used for purposes of monitoring or improving our services. We will notify you of relevant details in connection with asking for your participation in such surveys.

## **6. Anonymous, Aggregate Information.**

We use Anonymous Information to analyze the effectiveness of our Site, and for other similar purposes. In addition, from time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of Users of the Site, and may share Anonymous Information with third parties for this purpose. Rest assured, though, that Anonymous Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We may collect Anonymous Information through features of the software that supports our Site, through cookies, and through other means described below.

**6.1. IP Addresses; Logs.** We may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your PC), your computer's name, the type and version of your Web browser, referrer addresses, where the computer is routing from, and other generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Web site is being used, and for security and monitoring purposes.

**6.2. Cookies.** A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a Web site's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a Web site upon a future visit. We may include cookies on our Web site and use them to recognize you when you return to our Web site. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

**6.3. Tags.** We may use so-called "pixel tags," which are small graphic images (also known as "Web beacons", "single-pixel GIFS", or "Web bugs"), to tell us what parts of our Web site have been visited, to measure the effectiveness of searches customers perform on our Site, and for other purposes. Pixel tags also enable us to send e-mail messages in a format Users can read, and they inform us whether e-mails have been opened, to help ensure that our messages are of interest to our Information Recipients and others. None of this data includes Personal Information, and you can "opt-out" of receiving these types of e-mails from us by following the directions provided in Section 10 (Opting Out; Removing Information). If any Personal Information is collected using such tools, it will be subject to the terms of this Privacy Policy.

**6.4. Click-Throughs.** We may send e-mail messages which use a "click-through URL" linked to content on our Web site. When you click one of these URLs, you pass through our Web server before arriving at the destination web page. We track this click-through data to help determine Users' interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked simply do not click text or graphic links in the e-mail, or notify us in accordance with Section 10 (Opting Out; Removing Information).

## **7. Any Information Linked With Your Personal Information Is Protected As "Personal Information"**

To enable us to better understand the characteristics of our Users and to provide information tailored to your needs, we may link (a) the Personal Information you have provided with (b) Anonymous Information. If we combine or link any Anonymous Information or other information with your Personal Information, the resulting combination will be treated and protected as Personal Information under this Privacy Policy.

## **8. The Relationship Between Information You Provide At Our Site, And Information From Offline Sources**

This Privacy Policy applies to information that you provide through using our Web site. This Privacy Policy does not apply to information you provide to TF through other means.

## **9. Disclosures To Third Parties**

As an exception to the policies set out in Section 5 (Our Uses of the Information You Provide), we will disclose your Personal Information to third parties without your express consent in the

following circumstances:

**9.1. Site Vendors.** We may employ other companies to perform functions on our behalf, such as maintaining the Web site, providing services related to the Site, collecting information, responding to and sending electronic mail, or other functions necessary to our business. In order to obtain these services, we may need to share your Personal Information with these companies (collectively, "Site Vendors"). We will provide Site Vendors with only that information necessary to perform their duties with respect to our Web site, and we do not allow them to use your Personal Information for any other purpose.

**9.2. Questions of Harm; Legal.** We may reveal your Personal Information on a case-by-case basis in order to comply with applicable Ethics Rules.

## **10. Opting Out; Removing Information**

**10.1. Opt-Out.** If we send to you bulletins, updates, or other communications, we will provide you with the ability to decline -- or "opt-out of" -- receiving such communications. Instructions for opting-out will be provided either (a) with each such communication, or (b) in a prominent location on our Web site. Please understand that you will not be allowed to "opt-out" of formal notices concerning operation of this Web site, and legal and other related notices concerning your relationship to the Site.

**10.2. Deleting Information Provided Via This Web site.** If you have provided us with Personal Information in connection with your use of this Site, upon your request, we will remove this Personal Information from our Web site databases. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. In addition, please understand that, if you request deletion of your information, you will be unable to utilize associated features of the Web site and any associated Services. You may not remove de-identified, anonymous, or aggregate data from our databases.

**10.3. Limitations on Deleting Information.** Please keep in mind that this Privacy Policy applies only to information provided through this Web site, and does not apply to "Non-Web site Information," which is information TF obtains or is provided via other channels, such as public databases. Therefore, if we remove information from our Web site databases in accordance with Section 10.2 (Deleting Information Provided Via This Web site), this will not remove Non-Web site Information from our databases. We will retain this Non-Web site Information in our databases, including Personal Information that may relate to our users, where applicable law permits us to retain the Information. If you have questions concerning Non-Web site Information, you may contact us as provided in Section 17 (Contact Us).

## **11. Disclaimers**

**11.1. Concerning Site Functionality and Availability.** TF does not promise that the Web site will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. TF DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.

**11.2. Advisory; No Legal Advice Provided Via The General Site.** The information presented on the Web site is provided as a courtesy by TF. The Site is not intended as a substitute for professional legal advice. If you have, or suspect that you may have a legal



problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem. TF EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE WEB SITE. Persons accessing this information assume full responsibility for the use of the information and understand and agree that TF is not responsible or liable for any claim, loss or damage arising from the use of the information.

**11.3. Use of Web site Does Not Create An Attorney-Client Relationship.** You agree that your use of our Web site does not create an attorney-client relationship with TF.

## **12. Security**

We have put in place security systems designed to prevent unauthorized access to or disclosure of Personal Information you may provide to us, and we take all reasonable steps to secure and safeguard this Information. Employees of TF (and employees of our Site Vendors) are required to acknowledge that they understand and will abide by our policies with respect to the confidentiality of Personal Information.

Our security systems are therefore structured to deter and prevent hackers and others from accessing information you provide to us. We also use software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Please understand, though, that this information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to our Site. Due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

## **13. Notice of Security Incident**

If we detect, despite the safeguards set out above, an intrusion or other unauthorized access to or use of Personal Information (an "Intrusion"), we will (i) notify effected users of the Intrusion if the information at issue is sensitive, as determined by law, (ii) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or e-mail); (iii) use contact information for each effected user that is current in our files; and (iv) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner. To the extent applicable law requires steps in addition to those specified above, we will under all circumstances comply with applicable law.

## **14. Notification of Changes**

From time to time, we may change this Privacy Policy. If we make any changes regarding disclosure of Personal Information to third parties, upon your next login we will inform you of the modified policy. We will post notice of the new Policy from the privacy link on our Web site. With respect to Site Visitors, your use of our Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy, as changed. With respect to Information Recipients, no such changes will take effect unless and until you have provided us with your consent to such changes, in accordance with Section 1 (Your Consent), above.

## **15. Relationship to Terms of Use and Other Contracts**

This Privacy Policy must be read in conjunction with our Terms of Use, and the provisions of our Terms of Use are incorporated herein. To the extent the Terms of Use conflict with the terms of

this Privacy Policy, the terms of this Privacy Policy will control.

#### **16. Participation by Children and Teens; Advisory**

Our Web site is not directed at children, and we will not accept or request Personal Information from individuals we know to be under 13. In accordance with the Children's Online Privacy Protection Act ("COPPA"), if we learn that a child under 13 has provided personally identifiable information, we will either (i) delete this information from our databases, in accordance with our deletion procedures, set out in Section 10, or (ii) obtain verifiable parental consent, in accordance with COPPA.

#### **17. Contact Us**

If you have comments or questions about the administration of this Site, you may contact us at the following addresses:

info (at) ticketfit (dot) com

#### **18. Effective Date**

The effective date of this Privacy Policy is July 25, 2012.