

# Terms of Use

Last Update March 18, 2010

This Agreement shall be governed by the Electronic Signatures Act, and the User's agreement to the terms of this Agreement shall be manifested by any use, viewing or access to this Web site.

PLEASE READ THIS TERMS & CONDITIONS AGREEMENT CAREFULLY BEFORE USING THIS WEB SITE. Karen J. Orlin P.L. ("Karen J. Orlin P.L.," "Karen J. Orlin," "Ms. Orlin," "we," "our," or "us") provides this web site and web site-related services (collectively, the "Site") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). This Agreement governs the relationship between Karen J. Orlin P.L. and you, the Site visitor, with respect to your use of the Site. It is important that you read carefully and understand the terms and conditions of this Agreement. BY USING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. If you do not agree to these terms and conditions, you must not use the Site.

We may at any time, at our sole discretion, revise or otherwise update this Agreement by posting an amended Agreement on the Site; any changes that we make to this Agreement will be effective immediately upon posting. Please check this page periodically for changes to the Agreement; you will be able to determine if this Agreement has been changed since your previous visit by viewing the "Last Updated" information that appears at the top of this Agreement. Your use of the Site following the posting of an updated Agreement constitutes acceptance of the updated Agreement.

Further, Karen J. Orlin P.L. reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Site (or any part thereof) without notice. You agree that Karen J. Orlin P.L., Karen J. Orlin and its and her affiliates, and suppliers shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, or of any Materials (as defined below).

1. Important Notices. Karen J. Orlin P.L., Karen J. Orlin and its and her affiliates and suppliers make available the information and materials on the Site (the "Materials") for general informational purposes only. The Materials are not intended to constitute, and do not constitute, legal advice. Moreover, the Materials are not intended to constitute, and do not constitute, a solicitation for the formation of an attorney-client relationship; no attorney-client relationship is created through your use of the Site or your receipt of the Materials. Anyone accessing the Materials should not act upon them without first seeking legal counsel. Further, the Materials are general in nature, and may not apply to particular factual or legal circumstances. The attorney-client relationship can only be formed by the execution of an engagement letter countersigned by the firm.

In addition, unsolicited e-mails and information sent to Karen J. Orlin P.L. or Karen J. Orlin do not create an attorney-client relationship with Karen J. Orlin P.L. or Karen J.

Orlin, will not be considered confidential, and may be disclosed to others pursuant to our Privacy Policy. Karen J. Orlin P.L. and Karen J. Orlin accept clients only in accordance with certain formal procedures, and renders legal advice only after completion of those procedures.

Karen J. Orlin P.L. and Karen J. Orlin do not seek to represent anyone desiring representation based upon accessing the Site in a jurisdiction where the Site fails to comply with applicable laws and ethical rules. In addition, our attorneys do not seek to practice law in any jurisdiction in which they are not properly authorized to do so.

2. Rules of Conduct. You agree to comply with all applicable laws, rules and regulations in accessing and/or using the Site and/or any Materials. In addition, your use of the Site is conditioned on your compliance with the following rules of conduct. You agree not to:

(a) impersonate any person or entity, whether actual or fictitious, or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Site's content, materials or services, or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; (c) attempt to gain unauthorized access to other computer systems through the Site; (d) engage in spidering, screen scraping, database scraping, harvesting of catalogue information, e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of catalogue items or information, users or other information from or through the Site or the services offered on or through the Site, including without limitation any information residing on any server or database connected to the Site or the services offered on or through the Site; (e) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (f) use the Site or the services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (g) use the Site or the Site's services or features in violation of Karen J. Orlin P.L.'s, Karen J. Orlin's or any third party's intellectual property or other proprietary or legal rights; (h) use any known or future unknown technology to harvest, names, auction ids, web site addresses, names or addresses for spam, reverse engineering, data collection, data mining, unsolicited telemarketing or other unwanted nuisance intrusions; (i) use any device, software or scheme that would interfere with the proper functioning of the Site, or any transaction via the Site; (j) place an undue burden or interfere with the lawful transmission of our content to our users, use any device to limit our total free access to the web infrastructure; or (k) use the Site or the Site's services in violation of any applicable law. You further agree that you may not attempt (or encourage or support any one else's attempt) to engage in any of the foregoing prohibited activities or to circumvent, reverse engineer, decrypt, disassemble, decompile or otherwise alter or interfere with the Site or the Site's services, or any content thereof, or make unauthorized use thereof. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain, use or access, or attempt to obtain, use or

access, any materials or information through any means not intentionally made publicly available or provided for through the Site.

3. Karen J. Orlin P.L.'s Proprietary Rights. You acknowledge and agree that the Site and the Materials are and shall remain the property of Karen J. Orlin P.L. and/or its licensors, and are protected by copyright, trademark, and/or other proprietary rights and laws. Except as expressly authorized in advance by Karen J. Orlin P.L., you agree not to copy, distribute, transmit, display, perform or create derivative works of the Site or any of the Materials, provided that, subject to your compliance with this Agreement, Karen J. Orlin P.L. does grant to you a limited, personal, revocable, non-transferable and non-sub-licensable license to (a) access the Site and the Materials via the Internet solely for purposes of viewing such materials and (b) to print out pages of the Site for your personal, non-commercial use.

All trade names, trademarks and service marks on the Site that are not owned by Karen J. Orlin P.L., Karen J. Orlin or its or her affiliates are the property of their respective owners. The trade names, trademarks, and service marks owned by Karen J. Orlin P.L., Karen J. Orlin, or its or her affiliates, whether registered or unregistered, may not be used in connection with any product or service that is not either ours or one of Karen J. Orlin P.L.'s or Karen J. Orlin's affiliate's product or service, or in any other manner that is likely to cause confusion or dilution. Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of Karen J. Orlin P.L.'s, Karen J. Orlin's, or its or her affiliates', trade names, trademarks, or service marks without our (or the relevant affiliate's) prior express written permission.

4. Limitation of Liability and Disclaimer of Warranties. THE SITE AND THE MATERIALS ARE PROVIDED TO YOU "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. KAREN J. ORLIN P.L., KAREN J. ORLIN, ITS AND HER AFFILIATES AND ITS AND HER SUPPLIERS DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES THAT MIGHT ARISE FROM YOUR USE OR RELIANCE ON THE SITE (INCLUDING ANY LINKS TO OTHER WEB SITES THAT ARE CONTAINED WITHIN THE SITE) AND THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. KAREN J. ORLIN P.L., KAREN J. ORLIN, ITS AND HER AFFILIATES AND ITS AND HER SUPPLIERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF KAREN J. ORLIN P.L., KAREN J. ORLIN, ITS OR HER AFFILIATES AND/OR ITS OR HER SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

IN ADVANCE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR THE MATERIALS IS TO STOP USING THE SITE OR THE MATERIALS.

5. Indemnity. You agree to defend, indemnify and hold harmless Karen J. Orlin P.L., Karen J. Orlin, its and her affiliates and its and her suppliers, and each of their respective members, employees, representatives and agents, from and against all claims, losses, costs, damages, liabilities, and expenses (including but not limited to attorneys' fees and expenses) arising out of: (a) your activities in connection with the Site; (b) any violation of this Agreement by you; (c) any improper or unauthorized use of the Materials by you; or (d) any allegation that anything you transmit through or in connection with the Site infringes or otherwise violates the copyright, trademark, trade secret, privacy, or other rights of any third party.

6. Jurisdictional Issues. The Site is controlled and operated by Karen J. Orlin P.L. from its principal office in Coral Gables, Florida, U.S.A., and is not intended to subject Karen J. Orlin P.L., Karen J. Orlin, any of its or her affiliates or any of its or her suppliers to the laws or jurisdiction of any state, country, or territory other than that of Florida and of the United States of America. Karen J. Orlin P.L. and Karen J. Orlin do not represent or warrant that the Site or the Materials, or any aspect thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Site or Materials do so on their own initiative and at their own risk, and are responsible for complying with local laws. We may limit the availability of the Site to any person, geographic area, or jurisdiction we choose, at any time in our sole discretion. You agree not to transport, import, export or re-export all or any part of the Materials to (or to a national or resident of), or to use all or any part of the Materials from (as applicable): (a) Balkans, Burma (Myanmar), Cuba, Iran, Liberia, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (b) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, and you represent, warrant, and covenant to us that you are not located in or under the control of any such country or on any such list.

7. Governing Law and Forum. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, United States of America, without regard to its principles of conflicts of law. In the event of a dispute arising under or relating to this Agreement, the Site or the Materials, you agree to the exclusive jurisdiction of the federal and state courts located in the State of Florida, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Any dispute arising out of the use, viewing or access to the Site shall be submitted to arbitration, pursuant to the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be in Miami-Dade County, Florida, unless otherwise agreed by the parties or ordered by the Arbitrator. The Arbitrator shall award attorneys' fees and costs to the prevailing party in any arbitration proceeding.

8. Miscellaneous. If any provision of this Agreement is found for any reason to be unlawful, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This, together with any of our policies referred to herein, is the entire Agreement between you and us relating to your use of the Site or the Materials, and supersedes any and all prior or contemporaneous written or oral Agreements between you and us regarding the same subject matter (except other written, fully-executed contracts between you and us). Neither the course of conduct between you and us, nor trade practice, shall act to modify any provision of this Agreement. This Agreement is not assignable, transferable or sub-licensable by you except with our prior written consent.

9. Copyright Agent. We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to Karen J. Orlin, Managing Member, Karen J. Orlin P.L., designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), at the address stated below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Karen J. Orlin, Managing Member.  
Karen J. Orlin P.L.  
P. O. Box 430620, Miami, FL 33243

10. Nothing contained on the Site is intended as an "advertisement" within the meaning of Fla.R.Prof.Cond. 4-7.2. The information contained on the Site is intended as "information provided upon request" from the User, within the meaning of Fla.R.Prof.Cond. 4-7.6.