The National Law Review Terms of Use

Welcome to the National Law Review (NLR). Access to the NLR Web site and use of NLR Internet products and services (collectively, the “Service[s]”) are subject to these Terms of Service, as may be amended from time to time (the “TOS Agreement”). The NLR Web site is available and accessible by the general public, who may use the NLR Web site with or without registering to use it (the “User[s]”). Some Users may choose to register with the NLR by responding to a prompt that permits a User to create an NLR account with a password and User name (the “Registered User[s]”). All references to “Users” in this TOS Agreement shall be deemed to include Registered Users. All Users are subject to the terms of this TOS Agreement. In cases where the terms of this TOS Agreement may apply only to Registered Users, it shall so be stated.

Please read this TOS Agreement carefully. Your (“You” or “Your” shall refer to all Users) access and use of the NLR Web site will constitute Your acceptance of this TOS Agreement and create a legally binding and enforceable agreement between User and the NLR. In addition, You are subject to and are bound by all applicable laws and regulations and all other NLR terms, conditions, and policies as posted throughout the NLR Web site and as may be amended from time to time. The NLR's acceptance is expressly conditioned on You agreeing to this TOS Agreement, and this TOS Agreement becomes effective upon Your use of the NLR Web site. If You do not agree to be bound by this TOS Agreement, then immediately discontinue use of the NLR Web site.

1. Description of Service

A. The NLR Service is operated by the National Law Forum, LLC ("NLF" or "We"). The Service includes the NLR Web site, which provides You with the capability to (1) view or post various legal and other types of documents or have the NLR post or redistribute content on Your behalf, (2) have digital versions of publications delivered to You or to other third parties, (3) post commentary or queries on various topics, (4) share articles and NLR Web site information with other Internet users, and (5) purchase advertising. New Services may be offered from time to time. Any such new Service that may be introduced to You shall be covered by the terms of this TOS Agreement. The NLR Web site may also contain advertisements and links to other Web sites, which You hereby acknowledge.

B. The use of the Service is free to You, unless otherwise stated in this TOS Agreement or elsewhere on the NLR Web site, as in certain cases where fees may apply to post materials or purchase advertising. You are responsible for any fees and
costs associated with Your access to the Internet or for any hardware and/or software that You may require to access the NLR Web site and/or the Internet.

C. You are not required to register with the NLR unless you want to be a Registered User. Any User has access to view public content on the NLR Web site. If You want to post documents or have NLR post content on Your behalf, receive e-mail updates, advertise, post a blog, or participate in other permitted activities, You must register with the NLR and become a Registered User. Upon requesting to be a Registered User, You may be required to provide certain limited information in order for the NLR to process Your request. You must provide such information per the terms of this TOS Agreement in order to become a Registered User.

D. NLR Services are to be used only by persons who can form legally binding contracts under all applicable laws in Your jurisdiction. If You are using the Services as an employee on behalf of an employer, You must have the authorization to bind Your employer by Your use of the Services.

2. Registered User Accounts

A. Certain portions of the NLR Services are available only to Registered Users who have registered with and have obtained a password from the NLR. By registering with the NLR, Registered User certifies that he or she is at least 18 years of age. Registered User agrees to provide true, accurate, current, and complete information about self and any organization he or she represents when registering with the NLR.

B. A Registered User is asked to provide basic contact information such as name, company or organization name, address, phone number, professional title, and e-mail address. We use such identifying information to respond to inquiries, post content on the Service, and send Registered User requested information. It is Registered User’s obligation to notify the NLR of any changes to the information previously provided.

C. If Registered User’s information changes or no longer desires our service, Registered User is required to update or remove personal data provided to us. This can usually be done at the “User Account” page on the NLR Web site or by sending an e-mail to info@natlawreview.com.

D. Registered User shall maintain and promptly update any information provided to NLR and keep it true, accurate, current, and complete. If Registered User is posting documents or biographical or contact information on behalf of others or requests or permits NLR to do so, Registered User certifies that (1) he or she has the permission to do so; (2) the information is correct to the best of his or her knowledge; and, (2) he or she agrees to maintain and promptly update any information provided to keep it true, accurate, current, and complete.

E. Registered User is responsible for maintaining the confidentiality of his or her account log-in information and for restricting access to his or her computer. Registered User agrees to accept responsibility for all activities that occur under his or her account, including the posting and use of all content and Services.
F. Registered User is required to notify the NLR of any unauthorized use of his or her password or account. Upon receipt of actual notice from Registered User, the NLR shall use its best efforts to restrict Register User’s account by changing the password, terminating the account, or using any other means that the NLR, in its sole and reasonable discretion, deems necessary to protect Registered User’s account and NLR’s Web site and Services. The NLR reserves the right, but does not have the obligation, to restrict a Register User’s password if it reasonably believes that there is unauthorized usage on such account or if Registered User fails to exit out of his or her account.

G. Registered User acknowledges and agrees that any material posted on the NLR Service may be published to the general public on the Internet or through other media and expressly authorizes NLR to redistribute their content. Accordingly, Register User shall not post (1) any information through the NLR that Registered User believes to be, should have known was, or wishes to remain private or confidential; or (2) any information Registered User believes others would wish to remain private or confidential.

H. Registered User is solely responsible for determining the legality of any publications posted on the NLR Web site, including, without limitation, whether any such material constitutes attorney or other professional advertising pursuant to any laws or professional association or legal association rules of any jurisdiction.

I. Registered User represents and warrants that any materials or publications posted on the NLR Service by Registered User are true and not misleading. Registered User will provide to the NLR Service timely updates to any changes in law, qualifications, professional achievements, employers, affiliations, or contact information.

J. Registered User will not list an individual as an “attorney” or “lawyer” or any other professional title or designation, and will not in any other way indicate a right to practice law or any other profession, unless said individual is an attorney or other applicable professional in good standing who is licensed to practice law or any other indicated profession in the jurisdictions represented. Unless posting a paid advertisement, Registered User will not post any materials that include a solicitation for representation, a professional service advertisement, or any other commercial message.

K. Registered User represents and warrants that no publications posted on the NLR Web site will contain any information that has been sealed by a court, is under a protective order, or is otherwise prohibited from public disclosure.

L. As a Registered User, you attest that you have the legal ownership or legal right to use any publications or materials you post or permit to be posted on the NLR Service and authorize NLR to redistribute them on your behalf. Additionally, you attest that any publications or materials you post on the NLR Service on behalf of others is being done with the other party’s expressed consent. For any materials you post or permit to post, you agree to post any applicable copyright or other legend or mark asserting you or your organization’s rights to the posted materials.

M. Registered User expressly agrees not to (1) post or disseminate any material that
in the sole opinion of the NLR is libelous, defamatory, unduly controversial, harassing, obscene, pornographic, abusive, or deliberately offensive; (2) post or disseminate any material that in the sole opinion of the NLR infringes upon the intellectual property or privacy rights of any third party, including, without limitation, any publication, logo, photo, image, text, or biographical information of a third party or that includes a third party's licensed or unlicensed copyrighted work or that lists a third party's private information such as, but not limited to, trade or business secrets, social security number, credit card number, phone number, or non-public e-mail or postal mail address; (3) post or disseminate any material that in the sole opinion of the NLR otherwise violates any right of any third party, including, without limitation, any material non-public information about organizations or individuals without the express authorization to do so; (4) post or disseminate any material that in the sole opinion of the NLR is an express solicitation for representation, an advertisement, publicity for an attorney or other professional or any other commercial message, unless an advertisement has been purchased in the advertising area of the NLR Service; and, (5) post or disseminate any material that in the sole opinion of the NLR impersonates or assumes the identity, persona, or likeness of any person or organization.

N. If you are a Registered User, you acknowledge that you may post or transmit information including but not limited to documents, text, video, and photos, and that the NLR is not responsible nor has any control over such posted or transmitted information. Registered User is responsible for all this posted information, including but not limited to its accuracy, quality, and usefulness. However, the NLR reserves the right to screen, refuse, or edit any posted material, if the NLR, in its sole discretion, reasonably believes that such posted material would be in violation of this TOS Agreement. Notwithstanding the foregoing, NLR is not responsible or liable for any damages or losses whatsoever associated with Registered User’s postings, and such posted materials are the sole responsibility of the Registered User.

O. The NLR is not responsible or liable for any kind of losses or damages whatsoever arising out of Register User’s failure to comply with Section 2 of this TOS Agreement. The NLR reserves the right, in its sole discretion, to refuse service, terminate accounts, or cancel orders, including, without limitation, as a result of any activity by a Registered User in violation of Section 2 of this TOS Agreement.

P. Registered User acknowledges and agrees that it is his or her duty to create and maintain any backup copies of any material posted on the NLR Web site, and the NLR is not responsible for creating any such copies. The NLR is not responsible for the loss of any of Registered User’s data, which may occur intentionally, accidently, or negligently. Furthermore, the NLR is not liable for any errors or inaccuracies in any of Registered User’s posted material. The NLR will make reasonable efforts to correct any errors in transcription of any posted material upon Registered User’s written request.

3. User Conduct

A. User may only use the NLR Service for lawful purposes and in accordance with this TOS Agreement, NLR policies, and any operating rules established by the NLR. You may not use the NLR Service to abuse, harass, or impersonate any person or entity.
You may not provide or use a password, e-mail address, or any other information of anyone else without the owner's express authorization. You may not use the NLR Service to post or disseminate any material that is libelous, defamatory, harassing, obscene, or that infringes on the intellectual property or privacy rights of others. In addition, You may not post or disseminate any material that otherwise violates any rights of any third party or the NLF, including, without limitation, any material non-public information about individuals or organizations, without the proper authorization to do so.

B. You may not use the NLR Service to send unsolicited commercial e-mail (“spam”) or to facilitate the sending of spam. You may not access or attempt to access, without authorization, any computer or telecommunications equipment involved in providing NLR Service, including, without limitation, the use of any robot, spider, scraper, or other automatic or manual means, or by bypassing any measure used by the NLR to restrict access to the NLR Service. You may not attempt to interfere with the operation of the NLR Service.

C. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify You that parental control protections are commercially available that may assist You in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the Internet by searching for “parental control protection.”

D. NLR reserves the right to refuse service, terminate accounts, or cancel orders in its sole discretion, including, without limitation, based on any activity by a User in violation of Sections 3A, 3B, or 3C of this TOS Agreement.

E. User acknowledges and agrees that NLR may use data capture and other tracking tools to track, analyze, and compile any data or information resulting from use of the NLR Web site and may share such data with Registered Users. NLR uses cookies to track usage trends and patterns in order to better understand and improve areas of NLR’s Web site. By using this website and/or clicking any link on the website, You confirm Your consent to the NLR's placing and usage of cookies in accordance with the terms of use and NLR’s privacy policy.

4. International Users

A. NLR Service is controlled, operated, and administered by the NLF from its offices within the United States of America. If You access the NLR Service from a location outside the United States, You are responsible for compliance with all local and international laws, as well as with the laws of the United States.

B. You agree that You will not use the NLR Service or any publications or other content accessed through the NLR Service in any country or in any manner prohibited by the United States Export Administration Act or by any other applicable laws, restrictions, or regulations.

5. Intellectual Property

A. All software used on the NLR Web site and all content included as part of the NLR
Service, such as text, graphics, logos, button icons, and images as well as the compilation thereof, is the property of the NLR, its suppliers/contributors, and/or Registered Users and is protected by United States and international copyright laws. You agree to abide by all copyright notices, legends, or other restrictions contained in any such content and will not make any changes thereto. Trade names, logos, and service marks of the NLR and the NLF are trademarks of the NLF (the “Marks”). You agree not to display the Marks or use them in any manner without prior permission from the NLF. Other logos and product and service names are the property of their respective owners, as may be indicated on the NLR Web site.

B. Each third-party content provider owns the copyright on content original to it, including, without limitation, the photos, images, videos, documents, text, postings, and other publications delivered or otherwise made available to You by the NLR Service. You acknowledge that You do not acquire any ownership rights by downloading or disseminating any copyrighted material except as expressly permitted by the third-party content provider and lawful copyright owner.

C. Except as explicitly permitted under copyright law, You may not modify, reverse engineer, publish, transmit, display, participate in the transfer or sale of, create derivative works from, or in any way commercially exploit the content, or any portion thereof, of the NLR Service without the express permission of the copyright owner(s).

D. You agree not to copy, reproduce, republish, transmit, modify, or distribute any of the content made available to You by the NLR Service, except for Your personal, non-commercial use, unless You have the prior written approval of the copyright owner. Furthermore, User hereby acknowledges that (1) any transmittal and/or sharing of the content of the NLR Web site made possible by the sharing features of the NLR Web site is transmitted for personal use only and not for any commercial purposes, unless User has obtained the prior written consent of the copyright owner(s); and (2) any such transmittal and sharing does not grant You any right, title, or interest in any transmitted content.

E. We do not grant You any licenses, express or implied, to the intellectual property of the NLF or any copyright owner except as expressly authorized by this TOS Agreement. However, Registered Users grant the NLF an irrevocable, royalty-free, and fully sub-licensable license to use, distribute, edit, publish, display, and otherwise use any content posted to or requested to be posted to its Web site. Registered Users expressly authorize NLF to enter into agreements to redistribute and/or license any content posted to or allowed to be posted to the NLR website or affiliated organizations.

6. Third-Party Content

A. The NLR is a distributor and not the publisher of the materials (including text, photos, and graphics) or any other content supplied by third parties. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including those made in publications offered by the NLR Service, are those of the respective author(s) or publisher(s) and not of the NLR. The NLR does not guarantee the accuracy, completeness, or usefulness of any
content, nor will We be liable for any loss or damage caused by Your reliance on information obtained through the NLR Service.

B. The NLR provides its Service for general informational purposes only. The NLR does not guarantee the quality or accuracy of the information accessed through its Web site. The Service is not intended to be nor is it legal or other professional advice or a substitute for seeking legal or other professional advice from a licensed attorney or an appropriate professional. Therefore, Users should not use the NLR Service for the purpose of seeking legal or professional advice. If a User is seeking professional advice, he or she should consult with a licensed attorney or appropriate professional.

C. Transmission of information from or to NLR is not intended to and does not create an attorney-client relationship, nor should Users act upon any information on the NLR Web site. If You are seeking professional advice, You must consult a licensed attorney and/or other professional authorized to give such advice.

D. NLR Service may contain links to other Internet sites and third-party resources. The NLR does not assume any responsibility or liability for communications or materials available at such linked sites. These links are provided for Your convenience only. You are solely responsible for understanding any terms and conditions that may apply when You visit or make a purchase with a third-party site. The NLR makes no representations regarding any such site, cannot guarantee other sites' practices regarding data privacy, and does not necessarily approve or endorse the information, products, or services contained on or accessible through such sites. You agree that by linking to other Web sites, Your use is solely at Your own risk.

E. If You would like to display a link to the NLR Web site, We request that you link only to the NLR home page at www.natlawreview.com. We welcome links to the NLR Web site from other Web sites; however, We in no way operate, control, or endorse sites that display links to the NLR Web site. We reserve the right, in our sole discretion, to disallow any such link at any time. Any link to the NLR Web site or its content shall not be used in any way that would constitute an expressed or implied endorsement by the NLR or any of its contributors.

7. Advertisements

Some of the NLR Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the NLR Service, queries made through the NLR Service, or other information. In consideration for NLR granting You access to and use of the NLR Service, You agree that the NLR may place such advertising on the NLR Service.

8. Modifications and Interruption to Service

A. We reserve the right at any time to modify or discontinue, temporarily or permanently, the NLR Service (or any part thereof) with or without notice. Furthermore, You may experience interruptions in Your NLR Service due to scheduled and unscheduled downtime for maintenance or for other purposes, during which time
You may not be able to access NLR Service.

B. You agree that NLR shall not be liable to You or to any third party for any modification, suspension, interruption, or discontinuance of the Service, nor shall NLR be liable for any loss of data or transmissions during any modification or outage whatsoever. Your continued use or access of the Web site after modifications or any interruption in service shall be deemed Your conclusive acceptance of the modified Service.

9. Disclaimer of Warranties

A. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE NLR SERVICE AND ALL CONTENT IS PROVIDED ON "AS IS" AND "AS AVAILABLE" BASES. NLR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER NLR NOR ITS AFFILIATES, LICENSORS, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY THAT (1) THE NLR SERVICE WILL MEET YOUR REQUIREMENTS; (2) THE NLR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE NLR SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE NLR SERVICE WILL MEET YOUR EXPECTATIONS.

B. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU BEAR THE RESPONSIBILITY FOR OBTAINING AND MAINTAINING RELIABLE INTERNET CONNECTIVITY. NLR IS NOT RESPONSIBLE FOR YOUR INABILITY TO DOWNLOAD OR UPLOAD CONTENT.

C. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ANY MATERIAL DOWNLOADED, UPLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE NLR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL.

D. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE NLR OR THROUGH OR FROM THE NLR SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS AGREEMENT.

10. Limitation of Liability

A. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT WILL NLR, ITS AFFILIATES, LICENSORS, AGENTS, OR CONTRACTORS BE LIABLE UNDER ANY THEORY OF LAW FOR (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF PROFIT, GOOD WILL, OR OTHER INTANGIBLE ASSETS; (3) THE INABILITY TO USE SERVICE; (4) THE USE OF SERVICE; (5) THE LOSS OF DATA; OR (6) ANY OTHER MATTER RELATING TO THE NLR SERVICE.
B. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OR ACCESS TO THE NLR SERVICE, INCLUDING YOUR ACCESS TO ANY DOCUMENTS OR CONTENT OBTAINED THROUGH THE NLR SERVICE, AND WAIVE ALL CLAIMS OR CAUSES OF ACTION AGAINST THE NLR AND NLF, ITS MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, OR AFFILIATES.

11. Indemnification

You agree to defend, indemnify, and hold harmless the NLR, its licensors, suppliers, contractors, and any third-party content providers to the NLR Service and the NLR’s respective directors, officers, employees, and agents from and against all claims, losses, obligations, liabilities, expenses, damages, and costs, including reasonable attorney's fees, resulting from (A) Your use of the NLR Service; (B) any violation of this TOS Agreement; (C) Your violation of any third-party right, including but not limited to any copyright or privacy right; and (D) any activity related to Your account (including negligent or wrongful conduct) undertaken by You or any other person or organization accessing the NLR Service using Your account.

12. Copyright Infringement Claims

A. It is the NLR’s policy to respond to clear notices, made in good faith, of alleged copyright infringement. The form of notice specified is dictated by the United States Digital Millennium Copyright Act (DMCA), the text of which can be found at the U.S. Copyright Office Web site at https://www.copyright.gov.

B. Regardless of whether there may be infringement under local country law or United States law, the NLR’s response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating Users or Registered Users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner and/or administrator of the affected site or content so that they may, at their discretion, make a counterclaim notification. We may also document notices of alleged infringement on which We act. Please note that in addition to being forwarded to the person who provided the allegedly infringing content, a copy of this legal notice may be sent to a third party who may publish and/or annotate it.

C. To file a notice of infringement with us, You must provide a written communication that sets forth the items specified below. This communication must be sent by regular U.S. mail and not by e-mail, except by prior agreement.

D. To expedite our ability to process Your request, and for Your notice to be effective pursuant to the DMCA requirements (see 17 U.S.C. 512(c)(3) for details), Your notice must substantially comply with the following:

1. Identify in sufficient detail the copyrighted work that You believe has been infringed upon or provide other information sufficient to specify the copyrighted work being infringed, including the location of the material on the NLR Web
site.
2. Identify the material that You claim is infringing the copyrighted work listed in
item.
3. Provide information reasonably sufficient to permit the NLR to contact You,
including the company name, contact name, street address, phone number, and
e-mail address, if possible.
4. Provide information reasonably sufficient to permit the NLR to notify the
owner/administrator of the allegedly infringing content, including the company
name, contact name, street address, phone number, and e-mail address, if
possible.
5. Include a statement to the following effect: "I have a good-faith belief that use
of the copyrighted materials described above as allegedly infringing is not
authorized by the copyright owner, its agent, or the law."
6. Include a statement to the following effect that is made under penalty of
perjury: "I swear, under penalty of perjury, that the information in the
notification is accurate and that I am the copyright owner or am authorized to
act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Provide a physical or electronic signature of the person authorized to act on
behalf of the owner of the copyright or other intellectual property interest that
is allegedly infringed.
8. Send the written communication to the following address:
   Attn: Managing Director
   The National Law Review
   c/o National Law Forum, LLC
   3 Grant Square #141
   Hinsdale, IL 60521

E. Please note that in addition to being forwarded to the person who provided the
allegedly infringing content, a copy of this legal notice will be sent to a third party
who may publish and/or annotate it. A link to Your published letter may be displayed
in NLR’s search results in place of the removed content.

F. The DMCA permits the administrator of an affected site or the provider of affected
content to make a good-faith counterclaim notification pursuant to the DMCA (see 17
U.S.C. 512(g)(3)). When We receive a counterclaim notification in compliance with
the DMCA elements, We may reinstate the material in question. To file a
counterclaim notification with the NLR, You must provide a written communication
(via fax or regular U.S. mail, not via e-mail) that meets the then-current statutory
requirements imposed by the DMCA (see http://www.copyright.gov, 17 U.S.C. 512).

G. Some NLR Services do not have Registered Users or account holders. For Services
that do, the NLR will, in appropriate circumstances and in its sole discretion,
terminate repeat infringers. If You believe that a User or Registered User is a repeat
infringer, please follow the instructions above to contact the NLR and provide
information sufficient for us to verify such allegations.

H. Please note that You will be liable for damages (including costs and attorneys'
fees), and there may be penalties imposed under the DMCA, if You materially
misrepresent that a product or activity is infringing Your copyrights or if You file a
false claim or counterclaim. Accordingly, if You are not sure whether material available online infringes Your copyright, we suggest that You first contact an attorney.

If you wish to learn more about the Digital Millennium Copyright Act, click here.

13. Monitoring

The NLR has the right, but not the obligation, to monitor the NLR Service to determine compliance with this TOS Agreement and with any operating rules and policies established by NLR, and to satisfy any law, regulation, or government request. Without limiting the foregoing, We shall have the right to remove or right to refuse to post any content that We, in our sole discretion, find to be (A) in violation of the provisions of this TOS Agreement, (B) otherwise objectionable, or (C) in breach of NLR's and/or its Registered Users' obligations.

14. Termination

Either the NLR or You may terminate this TOS Agreement at any time and without notice. Without limiting the foregoing, the NLR may, in its sole discretion and without liability, disable or terminate Your password or use of the NLR Service for any reason, including, without limitation, if the NLR believes that You have violated or acted inconsistently with the letter or spirit of this TOS Agreement. Any termination of Your access to the Service under any provision of this TOS Agreement may be effected without prior notice, and NLR may immediately deactivate or delete Your account and all related information and/or bar any further access to the Service. Sections 4, 5, 6, and 8 through 13 shall survive termination of this Agreement. Furthermore, Registered User agrees that his or her account terminates upon his or her death. The NLR reserves the right to terminate and/or permanently delete all content of such Registered User’s account upon receipt of actual notice of Registered User’s death.

15. Entire Agreement

This TOS Agreement and the other rules, guidelines, licenses, policies, and disclaimers posted on the NLR Web site constitute the entire agreement between the NLR and You with respect to Your use of the NLR Service and supersede all previous written or oral agreements between NLR and You with respect to the subject matter hereof.

16. Governing Law

This TOS Agreement shall be governed by the statutes and laws of the State of Illinois, without regard to the conflicts of laws principles thereof. The parties consent to the jurisdiction of any state or federal courts located in Cook County, Illinois. The parties waive personal service of any and all process and agree that all such service of process may be made by certified or registered mail, return receipt requested to the address as set forth below in the case of NLR, or to the address provided by a Registered User in the account information field. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES THE RIGHT TO A JURY TRIAL IF
ANY SUIT OR PROCEEDING ARISES UNDER THIS TOS AGREEMENT.

17. Waiver and Severability
No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If a court of competent jurisdiction finds that any provision of this TOS Agreement is invalid or unenforceable, this shall not affect the validity and enforceability of the remaining terms.

18. Notification of Changes
From time to time, NLR may revise this TOS Agreement to keep them up to date with NLR's products and services or other changes. For revisions to this TOS Agreement, Users shall periodically refer to www.natlawreview.com/national-law-review-terms-use to become familiar with such changes. The date of update is intended to alert You to recent modifications. If You do not wish to accept such modifications, You may immediately cancel Your NLR account and/or cease using the NLR Service. Your access or use of the NLR Service subsequent to such an update signifies Your consent to be bound by such changes.

19. Notice
All notices, unless otherwise stated in the terms of this TOS Agreement, may be sent to:

Attn: Managing Director
The National Law Review
c/o National Law Forum, LLC
3 Grant Square #141
Hinsdale, IL 60521

E-mail: info@natlawreview.com
Phone: (708) 357-3317

20. Assignment
You are not allowed to assign or transfer this TOS Agreement in whole or in part or subcontract any of its rights or obligations without the prior written consent of the NLF; any attempted assignment or transfer by You without the NLF’s consent shall be void. The NLF may assign this TOS Agreement upon reasonable notice to You.

21. Statute of Limitations
You agree any claim or cause of action arising out of this TOS Agreement or the use of NLR Service must be filed within one (1) year after such claim or cause of action arose or be forever barred, regardless of any statute or law to the contrary.

22. Acknowledgment
You acknowledge that You have read, understand, and agree to the TOS Agreement, and that this TOS Agreement has the same force and effect as a signed agreement.

23. Section Headings

Section Headings are for reference only and do not affect the meaning of the provisions.

24. Effective Date

The terms of this TOS Agreement are effective as of July 22, 2009.

Source URL: https://www.natlawreview.com/national-law-review-terms-use