

Dockit™, LLC - Terms and Conditions

1. Acceptance of Terms:

Dockit©, LLC (“Dockit”) is not a Law Office or Law Practice. All members of Dockit operate independently and may only collaborate within the constraints of client attorney privilege.

The services Dockit provides to you, the “member” (including but not limited to use of office space, meeting space and access to Internet), are subject to the following Terms and Conditions (TCs) and are non-transferable.

Dockit reserves the right to update the TCs at any time. Dockit will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services:

Dockit may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, online community and other services as Dockit may provide from time to time (collectively, “Services”). The Services at all times are subject to the TCs.

3. No Unlawful or Prohibited Use:

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices.

You may not use the Services in any manner that could damage, disable, overburden, or impair any Dockit server, or the network(s) connected to any Dockit server, or interfere with any other party’s use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Dockit server or to any of the Services, through hacking, password mining or any other means.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of these TCs and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of services:

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You agree that when participating in or using the Services, you will not:

- a) Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Dockit Services;
- d) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h) Restrict or inhibit any other user from using and enjoying the Services;
- i) Violate any code of conduct of other guidelines which may be applicable for any particular Service;
- j) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k) Violate any applicable laws or regulations.

5. Renewals and Terminations:

This Agreement is automatically renewed at the end of each period with consent of each party. The TCs must be adhered to at all times. Failure to follow TCs can result in non renewal or even early termination of the usage license. Dockit reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the TCs. This includes non-payment or violation of the space rules. If this happens, Dockit will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorata basis. Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to Dockit then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

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6. Invoicing and Payment:

The member is automatically invoiced monthly in advance based on their membership option. Also included are any variable charges such as Continuing Legal Education courses, Print & Copy or other additional Services usage not included in the membership option that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangement have been made with Dockit. Dockit reserves the right at all times to disclose any information about you, your participation in and use of the Services as Dockit deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part in Dockit's sole discretion.

7. Confidentiality:

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Dockit, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

8. Participation In or Use of Services:

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Dockit does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

9. Disclaimer of Warranties:

To the maximum extent permitted by applicable law, Dockit provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

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10. Exclusion of Incidental, Consequential and Certain Other Damages:

To the maximum extent permitted by applicable law, in no event shall Dockit or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Dockit, and even if Dockit has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

11. Limitation of Liability and Remedies:

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Dockit or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TCS and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. Indemnification:

You release, and hereby agree to indemnify, defend and save harmless Dockit and Dockit's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Dockit or its respective officers and agents in connection with the defense of such claim or lawsuit.

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13. Severability:

In the event that any provision or portion of these TCs is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of these TCs shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. Insurance:

Dockit will carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Dockit.

By signing below I hereby acknowledge that I have read and understood all of the terms and conditions contained in these TCs and further agree to be bound to the TCs regarding my participation in and use of the Services.

Print Name

Sign & Date