



TERMS OF SERVICE

Last Modified: January 24, 2021

These Terms of Service (the “**Terms**”) apply to your use of usm94.com and all related apps including the Hague Envoy application (the “**Services**”). All references to “us” (and similar words such as “we” and “our”) mean USM94.com LLC, a Missouri limited liability company. All references to “you” (and similar words such as “your”) mean the individual using the Services, and if you are using the Services on behalf of a business or government entity, it means both you and that entity.

By using the Services, you are agreeing to these Terms and the other policies referenced in these Terms.

If you are using the Services on behalf of a business entity, then you confirm that you are authorized to use the Services on behalf of that business and you are agreeing to these Terms and the other policies referenced in these Terms on behalf of both you and that business.

If you do not agree to these Terms, then you may not use the Services.

Use of the Services

License for Legal Professionals

The Services are solely intended for use by licensed attorneys and other legal professionals (such as paralegals, legal assistants, and court representatives) (“**Legal Professionals**”). If you are not a Legal Professional, then you may not use the Services.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Service.

Limitations of the Services

We cannot guarantee that your use of the Services or the forms you generated using the Services will work for your specific situation. If the form you generate does not work and you decide to generate a new form, that will require an additional purchase (or subscription if permitted). Please review the Warranties, Disclaimers, and Limitations of Liability below.

Expiration of Forms

We will use reasonable efforts to ensure that the content you input into the Services to generate a form are retained within that form submission for up to 90 days. After the expiration of those 90 days, we may (in our sole discretion) delete the form and the entirety of its content, without issuing any refunds. For clarity, except as provided in this paragraph, we do not have any obligation to retain any of your information or any of the forms you generate in the Services. After you complete a form in the Services, we strongly recommend you save a permanent copy of that form.

Prohibited Uses

You may not use the Services if you are under 18 years old. Additionally, you shall not directly or indirectly:

- Use the Services for any illegal purpose or in such a way that would violate another contract.
- Resell or otherwise make the Services available to third parties without our express permission.
- Use the Services in any way that may harm the Services, including without limitation using bots, scrapers, harvesters, or other automated systems.
- Take any action which constitutes reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code, object code, or underlying structure or algorithms, of the Services.
- Attempt to use the Services without our express permission after we have terminated your right to use the Services.

USM94.com is NOT a Law Firm

General

USM94.com is not a law firm. We cannot and will not provide legal advice to any user. If you have legal questions about your unique situation or the state(s) in which your forms will be used, then you should contact an attorney licensed in your particular state.

No Attorney-Client Relationship, No Conflicts

Since we are not a law firm, your free or paid use of the Services will not create any kind of attorney-client relationship. Moreover, your free or paid use of the Services will not be protected by any attorney-client privileges or work product protections. Additionally, because an attorney-client relationship is not formed by your free or paid use of the Services, there will not be any potential or actual conflicts resulting from your use.

No Legal Review

We do not review any of your content submissions or the forms you generate using the Services to ensure accuracy. However, we may (in our sole discretion) review the same as provided in our Privacy Policy.

Paid Services

General

Portions of the Services are restricted and may only be used by users that purchase a one-time-use form or enroll in a subscription (“**Premium Services**”) (for clarity, the Premium Services are included in the defined term “Services”).

Purchasing Premium Services

To purchase Premium Services, you will be required to provide payment information to us and in doing so, you authorize us and our third-party payment vendors (for example, Documate and Stripe) to charge your chosen payment method for the applicable Premium Service fees. We may offer one-time-use purchases, monthly subscriptions, annual subscriptions, and other payment options and subscriptions in our sole discretion. If you purchase a subscription, the subscription will automatically renew at the end of each subscription term.

(We may also offer free, promotional uses of the Services, in our sole discretion. We may withdraw your right to use any one or more of such promotional offers at any time, for any reason, with or without notice to you.)

Refunds

All purchases in the Services are non-refundable except as otherwise described in these Terms. By making a purchase, you are waiving all rights you may have to dispute the purchase with your payment processor, except to the extent we charge your payment method an amount other than advertised to you in the purchase process.

Cancelling Subscriptions

If you enroll in a subscription, then you may cancel your subscription at any time using the settings in your account profile and the termination will be effective at the end of the then-current subscription term. Even if you cancel before the end of the then-current subscription term, you will not be entitled to a refund for the remainder of the subscription term.

Your Content

You may be allowed to upload content such as text and other digital assets to the Services (“**Your Content**”).

By uploading Your Content, you grant us an irrevocable, worldwide, perpetual, royalty-free, sub-licensable, transferable, non-exclusive, license to access, store, use, process, copy, distribute, display, perform, create derivative works from, and export, Your Content, with or without attribution for the following purposes: (a) to provide, maintain, and update the Services, including generating forms for you to download; (b) to prevent or address service, security, support, and technical issues, with the Services; and (c) as required by law. You represent that you own Your Content, or otherwise have legal rights to Your Content, and that the above grant is valid and does not violate any other contract or law.

Intellectual Property

Our Property Rights

The Services (including all design, software, code, and other content on the Services) are either owned by us, licensed to us, or likely owned by another individual or business, and may be protected by copyright, trademark, patent, trade secret, or other intellectual property laws. Your use of the Services does not grant any rights to you other than the right to use the Services for their intended purpose as outlined in these Terms.

Warranties, Disclaimers, & Limitations of Liability

All references to “us” (and similar words such as “we” and “our”) in this section mean us and our parents, subsidiaries, affiliates, and licensors, and the owners, members, directors, officers, employees, contractors, and agents, of all of them.

- **The Services are offered on an “AS IS” and “AS AVAILABLE” basis without any representations or warranties of any kind.**
- **Without limitation, we do not represent or warrant that (a) the information on the Services is free from error; (b) the functionality of the Services will be uninterrupted, secure, or free of errors; (c) defects in the Services will be**

corrected; or (d) that the Services or the equipment the Services use are free of viruses.

- To the fullest extent permitted by law, we disclaim all representations and warranties (express, implied, and statutory), including the implied warranties of merchantability, title, fitness for a particular purpose, accuracy of data, and non-infringement; and also all liability for identity theft and other misuse of your identity or content.
- We do not vet content submitted by users of our Services and we do not represent or guarantee that any such content is truthful or accurate or that you will have any right to use that content.
- We do not warrant, endorse, guarantee, or assume responsibility for, any product or service advertised or offered by a third party on the Services, or for any other websites or applications which are linked to or referenced in the Services. If you use or purchase any such products or services, or if you click on any such links, you do so at your sole risk.
- We will not be liable to you or any third party for any indirect, special, incidental, consequential, cover, or punitive damages (including lost profits or revenues, loss of data, loss of use, or costs of obtaining substitute goods or services), arising out of or in connection to the Services or any links provided on the Services.
- We will not be liable to you or any third party for any lawsuits brought against you (including malpractice claims), or any disciplinary actions brought against you, arising out of or in connection to the Services or your use of the Services.
- All limitations of liability in these Terms will apply regardless of whether you or the third party bases your/its claim on contract, tort, strict liability, or any other legal theory, and whether we knew or should have known about the possibility of such damages.
- All limitations of liability in these Terms will apply to the fullest extent permitted by law.
- Subject to the limitations of liability in these Terms, our liability to you or any third party will not exceed the amount you paid for the Services, or if the claim does not relate to a purchase, then \$100.
- Any cause of action or claim which you may have which arises out of or in connection to the Services must be brought (if at all) within one year after the cause of action or claim accrued. Otherwise, such cause of action or claim will be permanently barred.
- All of the foregoing limitations will apply even if a remedy fails of its essential purpose and to the fullest extent permitted by law.

Some jurisdictions do not allow certain disclaimers, limitations of liability, and exclusions. To the extent such jurisdictions' laws are applicable to your use of the Services, such disclaimers, limitations of liability, and exclusions, will be limited to the extent permitted by the applicable law.

Indemnification

You shall indemnify us and our affiliates and the respective owners, directors, officers, managers, employees, contractors, and other representatives of each (the "**Protected Parties**") against all reasonable expenses including attorneys' fees, costs, and damages of every kind (the "**Losses**") arising out of any suit, claim, investigation, or proceeding, related to your use of the

Services, your breach of these Terms, your submission of content that violates third party rights or applicable laws, or your violation of applicable law, except to the extent that a Protected Party negligently or intentionally caused those Losses.

Arbitration

If a dispute arises between you and us related to your use of the Services, these Terms, or our Privacy Policy, then the dispute shall be resolved by binding arbitration rather than in court (arbitration does not involve a judge or jury and court review of arbitration awards is limited). To initiate an arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent on file with the Missouri Secretary of State. The arbitration proceedings shall be held in Jackson County, Missouri, USA. If this agreement to arbitrate is found not to apply to your claim, then both you and we agree that any judicial proceedings will be brought in accordance with the governing law and jurisdiction/venue provisions below.

Notwithstanding the agreement to arbitrate above, either you or we may assert a claim seeking injunctive or other equitable relief from the courts as necessary to stop unauthorized use or abuse of the Services or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration.

CLASS ACTIONS ARE PROHIBITED: All claims, including all arbitration claims, must be brought on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations, are not allowed.

Miscellaneous

Termination

You may stop using the Services at any time. However, you will remain liable for any damage you caused or may later cause to us or any part of the Services.

We may temporarily or permanently suspend your access to (or terminate your right to use) all or parts of the Services. We may exercise that right in our sole discretion, at any time, with or without notice to you.

All provisions in these Terms which by their nature should survive termination of these Terms shall survive the termination.

Governing Law & Jurisdiction

Our provision of the Services, your use of the Services, these Terms, and our Privacy Policy, will all be governed by and construed in accordance with the laws of Missouri excluding its conflict of law principles. With respect to any dispute arising out of or related to any of the foregoing, each party consents to jurisdiction in, and the exclusive venue of, the state courts in Jackson County, Missouri, or if applicable, the U.S. District Court having jurisdiction over that county.

Waiver of Jury Trial

You and we each waive trial by jury in all actions, proceedings, or counterclaims brought by either party against the other on any matter arising out of or in any way connected to our provision of the Services, your use of the Services, these Terms, or our Privacy Policy.

Entire Agreement

These Terms set forth the complete and entire agreement between you and us relating to the subject matter in these Terms and supersede all other discussions, negotiations, proposals, and agreements, whether oral or written, previously discussed or entered into, by you and us relating to the subject matter in these Terms.

Waiver

The failure or delay by a party to exercise any right or remedy in these Terms shall not operate as a waiver of the same. The waiver by a party of a breach of any provision in these Terms shall not operate as a waiver of any subsequent breach. A waiver shall not be effective unless and until it is in written form and signed by the waiving party.

Severability

Each provision in these Terms shall be treated as separate and independent of the other provisions. Accordingly, if a court with competent jurisdiction declares a provision unenforceable, then the provision should be limited to the minimum extent necessary so that it remains enforceable. If such amendment is not possible, then the unenforceable provision should be deemed removed from these Terms, but the remaining provisions shall remain in full force.

Assignment

These Terms and all rights and licenses granted to you, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

Power to Amend These Terms

We may amend these Terms at any time, for any reason, with or without notice to you. Your continued use of the Services after the amended Terms are posted on our Services will constitute your acknowledgment and agreement to the amended Terms. However, to the extent the amended Terms materially alter your rights or obligations in these Terms, the amended Terms will become effective upon the earlier of (a) your continued use of the Services with actual knowledge of the amended Terms; or (b) 30 days after the amended Terms are posted on the Services.

Contact

Except as otherwise required in these Terms or by law, all notices and communications which you may send to us should be sent to envoy@usm94.com.