

PIERCE / MCCOY

TERMS OF SERVICE / PRIVACY POLICY

(Revised April 2016)

1. ATTORNEY-CLIENT RELATIONSHIP AND GENERAL PROVISIONS

By using the **PIERCE MCCOY, PLLC** ("**PIERCE / MCCOY**") website (the "Site"), any **PIERCE / MCCOY** applications or application plug-ins ("Applications"), or engaging **PIERCE / MCCOY** attorneys to perform legal services on your behalf you hereby acknowledge and agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each client, Site visitor, or Application user, "we", "us" and "our" refers to **PIERCE / MCCOY**, its attorneys, employees, contractors, and staff and "Services" refers to all services or products provided by us, whether legal or otherwise.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site, Applications or any **PIERCE / MCCOY** legal services. We may revise these Terms of Use at any time without notice to or consent from you. If you have any questions regarding or related to these Terms of Use, please contact us directly. **YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND ANY PIERCE / MCCOY SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.**

PIERCE / MCCOY provides an online legal platform to give clients a general understanding of the law and to provide an automated software solution to individuals who choose to form their business entity with **PIERCE / MCCOY**. The Site includes general information on commonly encountered legal issues, such information is NOT to be considered legal advice or give rise to any attorney-client relationship between you and **PIERCE / MCCOY**. Unlike other online platforms which simply provide information and self-help services, the Site and Applications create any attorney-client relationship, and your use of the **PIERCE / MCCOY** Site, Applications or any offered legal services requires that you abide by these Terms of Use and applicable federal, state, local, and administrative laws applicable in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed to practice law.

From time to time, you may engage **PIERCE / MCCOY** attorneys through the use of the Site to perform certain legal services, including but not limited to: (i) business entity formation through the Site and Applications; (iii) registered agent services for business entities; and (ii) legal services agreements of a limited scope as set forth in an Engagement Letter between you and **PIERCE / MCCOY**. These Terms of Use and the any Engagement Letter entered into by you and **PIERCE / MCCOY** shall constitute the entire agreement between you, the client, and **PIERCE / MCCOY** and is not assignable. The law governing these Terms of Use any Engagement Letter shall be the law of the Commonwealth of Virginia, without regard to its conflicts of law. Your acceptance of these Terms of Use and any Engagement Letter shall apply retroactively to the date that the **PIERCE / MCCOY** first performed services on your behalf.

By using the Site, Applications or any **PIERCE / MCCOY** legal services you also agree that any controversy, dispute, or claim arising out of or relating to these Terms of Use or the Engagement Letter shall be resolved through the dispute resolution process set forth by binding arbitration. This section shall include disputes related to fees, charges, expenses, performance of legal services, or other aspects of **PIERCE / MCCOY**'s representation. Arbitration shall occur in Norfolk, Virginia, in accordance with the rules then in effect for the American Arbitration Association. Judgment rendered by the arbitrator(s) shall be binding and shall be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN A COURT OF LAW AND TO A JURY TRIAL.** Notwithstanding the foregoing nothing stated above shall be deemed to prevent or limit the rights of **PIERCE / MCCOY** from seeking all available legal remedies to recover legal fees including, but not limited to filing a lawsuit in the civil courts of the Commonwealth of Virginia.

2. BUSINESS ENTITY FORMATION THROUGH THE SITE

This Site and Applications are owned and operated by **PIERCE / MCCOY**. All right, title and interest in and to the materials provided on the Site and Applications, including but not limited to information, documents, logos, graphics, sounds and images are owned by **PIERCE / MCCOY** or by third party developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by **PIERCE / MCCOY**, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way.

By forming a business entity through our Site, you are retaining services for the formation of a business entity (i.e. Limited Liability Company, Corporation, Limited Partnership, etc.) mutually agreed to by you the client. Although **PIERCE / MCCOY** attorneys may be licensed in other jurisdictions, business entities formed using the Site or the Applications will be formed in the Commonwealth of Virginia and all documents will be filed with the Virginia State Corporation Commission. **PIERCE / MCCOY** makes no representations regarding any resulting foreign business registration requirements or other legal obligations that might arise in connection with the formation of a business entity through the Site. You hereby agree to pay the basic formation fee of **One Hundred and Fifty and 00/100 (\$150.00)** charged through the Site which is subject to change at any time by **PIERCE / MCCOY** (the "Formation Fee"). The Formation Fee is a flat fee earned immediately upon payment for **PIERCE / MCCOY** to provide you with the following services:

- (i) An optional fifteen (15) minute phone consultation with a **PIERCE / MCCOY** attorney to select the most appropriate business entity type (i.e. Limited Liability Company, Corporation, Limited Partnership, etc.) and learn more about your business;
- (ii) Filing the Organizational Document with the Virginia State Corporation Commission (i.e. articles of organization or articles of incorporation) and pay applicable filing fees on your behalf;
- (iii) Receiving the Certificate of Incorporation or Organization from the Virginia State Corporation Commission;
- (iv) Drafting the initial business formation documents ("Business Formation Documents") with the information you specified through the site and during the phone consultation;
- (v) Serving as Registered Agent for your business entity upon formation; and
- (vi) Providing you with copies of items (ii), (iii) and (iv) described above to be executed and retained by you.

By forming a business entity through the **PIERCE / MCCOY** Site, you agree that the documents and services provided may only be used by you for your personal or business use or used by you in connection with your client and may not be sold, redistributed, or recreated without the express written consent of **PIERCE / MCCOY**.

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3. REGISTERED AGENT SERVICES FOR BUSINESS ENTITIES

In the event that **PIERCE / MCCOY** serves as a registered agent for your business entity, or business entities, you hereby acknowledge and agree and understand that the registered agent services are limited to the receipt and forwarding of items covered by the respective state statute, rule, regulation or contract, and do not include the provision of a business or mailing address. **PIERCE / MCCOY** has no obligation to forward any items received pursuant to any unauthorized use of the **PIERCE / MCCOY** address(es) and assumes no liability to you or any other party for any loss of such item(s). From time to time, **PIERCE / MCCOY** may also provide other services or promotional opportunities on your behalf as your registered agent but **PIERCE / MCCOY** reserves the right to change, modify or amend any additional services in its sole discretion.

You hereby acknowledge and agree to pay to **PIERCE / MCCOY** an annual registered agent fee of **Two Hundred and 00/100 U.S. Dollars (\$200.00 USD)**, which is subject to change at any time for any subsequent annual year **PIERCE / MCCOY** serves as registered agent, in the sole discretion of and by **PIERCE / MCCOY** (the "Registered Agent Fee"). The Registered Agent Fee shall be due at the beginning of each year at such time when the annual registration for the respective business entity or entities is or are to be renewed with the Virginia State Corporation Commission or other government agency or body. You assume liability for and the obligation to pay the Registered Agent Fee and all charges, fees or other costs incurred as a result of any and all registered agent services performed by **PIERCE / MCCOY** on your behalf or at your direction. The Registered Agent Fee and any other charges shall be due and payable upon receipt of any **PIERCE / MCCOY** invoice rendered for its services as your registered agent. You hereby agree and authorize **PIERCE / MCCOY** to charge your credit card at any time or use any other billing information to ensure prompt payment of any invoices rendered to you.

It is the your sole responsibility to keep **PIERCE / MCCOY** informed as to any changes in address, or of change of person(s) authorized to receive registered agent notifications, reports, processes and legal matters. It is your sole responsibility to keep **PIERCE / MCCOY** informed as to any changes in address, or of changes of persons authorized to receive notifications, reports, processes and legal matters. You acknowledge and agree that if the business entity or entities either voluntarily or involuntarily discontinues its business or operations, or, if you wish to abandon said business entity or entities or discontinue this **PIERCE / MCCOY** registered agent service: (i) the business entity must be properly and legally dissolved, withdrawn, cancelled or otherwise properly terminated in accordance with applicable laws and regulations governing that jurisdiction either through **PIERCE / MCCOY**, independently, or through another registered agent service provider; (ii) the business entity must assign another registered/resident agent and pay any prorated fees due to **PIERCE / MCCOY** and any applicable state filing fees otherwise paid on your behalf. Any legal or other services provided in connection with (i) and (ii) in the preceding sentence are not included in the Registered Agent Fee.

4. PIERCE / MCCOY LEGAL SERVICES AND FEES

PIERCE / MCCOY is in the business of providing legal counsel and assistance to you, the client, on the engaged Matter in accordance with the terms of these Terms of Use and the Engagement Letter entered into by you and **PIERCE / MCCOY**. Although **PIERCE / MCCOY** and its attorneys will use its best efforts in representing you, **THERE IS NO GUARANTEE OR ASSURANCE AS TO ANY OUTCOME OR POSSIBLE OUTCOMES**. All legal services rendered by **PIERCE / MCCOY** are subject to applicable state and federal laws governing the attorney-client relationship and applicable rules of professional responsibility in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed. Nothing herein shall be construed as an obligation of any **PIERCE / MCCOY** attorney to represent you and you hereby agree that **PIERCE / MCCOY** or any of its attorneys may withdraw from representing you at any time, subject to adherence with state and federal laws governing the attorney-client relationship and applicable rules of professional responsibility in those jurisdictions in which **PIERCE / MCCOY** attorneys are licensed.

In exchange for the legal services provided to you by **PIERCE / MCCOY** you agree to pay the fees for such services and reimburse **PIERCE / MCCOY** for any reasonable expenses incurred in accordance with any policies and procedures that **PIERCE / MCCOY** may adopt from time to time. Although, **PIERCE / MCCOY** may make you aware of its policies and procedures, please note that these policies and procedures are subject to change. Although we strive to provide the most efficient services for our clients, any estimates of fees quoted to you are simply just estimates, nothing more. Any deposits in advance of legal services to be rendered given or required by **PIERCE / MCCOY** will be placed in the **PIERCE / MCCOY** escrow account and such deposit will be applied against your invoices as the invoices are provided to you. From time to time **PIERCE / MCCOY** may also establish general practices and limits concerning use the payment of legal fees or offer other arrangements such as discounted rates, invoice credits or pro-bono services, you acknowledge that **PIERCE / MCCOY** reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. PROFESSIONAL INDEPENDENCE OF PIERCE / MCCOY ATTORNEYS

Attorneys performing legal services for you under these Terms of Use and the Engagement Letter shall maintain the attorney-client relationship with you, and it is within the sole discretion of the attorney to determine appropriate courses of action as authorized by you or permitted under applicable rules of professional conduct or whether claims or defenses pertaining to any matter under this Agreement present a frivolous or otherwise unmeritorious claim or defense. **PIERCE / MCCOY** attorneys reserve the right to make independent professional judgments regarding their representation of you in a particular matter.

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6. INTERNAL REVENUE SERVICE (IRS) CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from **PIERCE / MCCOY** (including information provided by a Firm or an attorney offering a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code, or (2) promoting, marketing, or recommending to another party any matters addressed therein.

7. PRIVACY POLICY

Where you have entered into an attorney-client relationship with **PIERCE / MCCOY** such information received by **PIERCE / MCCOY** shall be subject to applicable attorney client privilege and work product doctrines. **PIERCE / MCCOY** also requires its clients to provide personal information (collectively "Personally Information") to access and use the Site, Applications and **PIERCE / MCCOY** legal services. Personally Identifiable Information includes, but is not limited to: (i) "Contact Data" (such as your name, address, city, state, zip code, phone number, and email address); (ii) "Financial Data" (such as your credit card number, expiration date, and verification code); (iii) "Demographic Data" (such as your zip code and sex); and (iv) other "Legal Data" (such as your social security number, mortgage information, automobile information, marital information, trade secrets, inventions, and idea submissions and other sensitive information necessary to generate legal documents).

All Personal Information will be retained in accordance with applicable state and federal law and applicable rules of professional responsibility and only disclosed in instances where such disclosure is (i) required by applicable state or federal laws or applicable rules of professional responsibility, (ii) authorized by you or in the exercise of a **PIERCE / MCCOY** attorney's professional discretion. We strive to make certain that our servers and connections incorporate the latest encryption and security devices. We have implemented physical, electronic, and managerial procedures to safeguard and secure the information we collect. Credit card and personal information are transmitted by secure servers. Documents are delivered to you via UPS or similar overnight delivery services, the United States Postal Service, or email. Unfortunately, no data transmission is guaranteed to be 100% secure and we therefore cannot guarantee the security of information you transmit to or from the Site, Applications, or through the use of our legal services, and you provide this information at your own risk. **ACCORDINGLY, WE DISCLAIM LIABILITY FOR THE THEFT, LOSS, OR INTERCEPTION OF, OR UNAUTHORIZED ACCESS OR DAMAGE TO, YOUR DATA OR COMMUNICATIONS BY USING THE SITE, APPLICATIONS, AND OUR LEGAL SERVICES. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ASSUME THESE RISKS.**