

MCKINLEY IRVIN, PLLC – MI PORTAL

TERMS OF SERVICE

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The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms”), govern your access to and use of MI Portal, including any content, functionality and services offered on or through MI Portal.

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TERMS

1. **Permitted Use:** You may access and use MI Portal, including any text, images or software, only in the normal course of business as a client of McKinley Irvin, an authorized representative of a client of McKinley Irvin, or a third party that plays a role in the relationship we have with our clients. You may only download, print, copy, reproduce, republish, post, transmit and distribute material to and from MI Portal in accordance with these Terms, which may change from time to time in the sole discretion of McKinley Irvin as set forth below, and any specific restrictions as may be set at any time on your use at the sole discretion of McKinley Irvin. For our clients, you must not access or use for any purposes any part of MI Portal or any services or materials available through MI Portal until you have entered into an agreement with us for the provision of legal services.
2. **Registration and Access:** To access MI Portal, you will be asked to provide registration information. It is a condition of your use of MI Portal that all the information you provide on MI Portal is correct, current, and complete. You agree that all information you provide to McKinley Irvin or upload to MI Portal is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to such information consistent with our Privacy Policy.

You must observe and accept all security features on MI Portal and may not disable or bypass any security feature. McKinley Irvin will provide you with, or you may have a choice to select, a user name and password, and other information as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person access to MI Portal or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. **You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you do not follow these requirements, your attorney-client privilege may be waived by operation of law through third parties having gained access to your confidential communications with your attorney.**

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

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4. **Your Submissions.** MI Portal provides an interface for most aspects relating to our representation of our clients, including a platform for you to upload materials to be shared with the appropriate attorney. You may solely use MI Portal for purposes related to our legal representation of our clients or, solely for clients, for storing other legal documents pertinent to you or your family, property, or estate. You may not use MI Portal to store other personal files, images, documents, or other data unrelated to our representation of you. By submitting or entering your information to MI Portal ("Your Submissions"). You hereby grant McKinley Irvin a perpetual, non-exclusive, irrevocable, royalty free, worldwide license and right - but not the obligation - to use, copy, modify, display, distribute, download, store, reproduce, transmit, publish, transfer, adapt, create derivative works in any manner, in entirety or a portion thereof, of Your Submissions. For our clients, our use of Your Submissions will solely relate to our legal representation of you. Notwithstanding the foregoing, unless otherwise restricted by law or the rules of professional responsibility governing lawyers, you acknowledge and agree that McKinley Irvin may retain copies of Your Submissions and disclose Your Submissions to a third party if McKinley Irvin believes it necessary to: (i) protect the integrity of MI Portal; (ii) protect rights of McKinley Irvin; (iii) comply with any court order or valid legal process; (iv) comply with any legal proceedings; and (v) satisfy any claims regarding violations of third party rights.

McKinley Irvin does not screen or monitor all of Your Submissions. McKinley Irvin, therefore, makes no representation regarding the reliability, accuracy, completeness, validity, or truthfulness of any of Your Submissions. McKinley Irvin reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any of Your Submissions that it considers to be

unacceptable. In the event McKinley Irvin receives notification regarding any unacceptable submissions, it may, in its sole discretion, investigate Your Submissions.

5. **Links to Other Portals; Third Party Materials:** MI Portal may contain links to non-McKinley Irvin web sites. These links are provided to you only as a convenience. Such linked sites are not under the control of McKinley Irvin and McKinley Irvin is not responsible for the content of any linked site, or any link contained on a linked site. The inclusion of any link does not imply endorsement by McKinley Irvin of such site, and McKinley Irvin has no responsibility for information which is referenced by or linked to MI Portal. The Portal may include content provided by third parties, including materials provided by lawyers not associated with McKinley Irvin, family law bloggers or commentators, and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by McKinley Irvin, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of McKinley Irvin. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

6. **Prohibited Uses:** You must comply with all applicable laws in connection with your use of MI Portal, including publishing, accessing and transmitting data. You may not use MI Portal to publish or transmit obscene, profane, lewd, vulgar, rude or disrespectful language or content; to knowingly distribute false information about a person or organization; or to harass, intimidate, threaten or annoy others. Additionally, you agree not to use MI Portal: (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate McKinley Irvin, a McKinley Irvin employee or attorney, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of MI Portal, or which, as determined by us, may harm McKinley Irvin or users of MI Portal or expose them to liability.

Further, you agree not to: (a) use MI Portal in any manner that could disable, overburden, damage, or impair MI Portal or interfere with any other party's use of MI Portal, including their ability to engage in real time activities through MI Portal; (b) use any robot, spider or other automatic device, process or means to access MI Portal for any purpose, including monitoring or copying any of the material on MI Portal; (c) use any manual process to monitor or copy any of the material on MI Portal (except for Your Submissions) or for any other unauthorized purpose without our prior written consent; (d) use any device, software or routine that interferes with the proper working of MI Portal; (e) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (f) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of MI Portal, the server on which MI Portal is stored, or any server, computer or database connected to MI Portal; (g) attack MI Portal via a denial-of-service attack or a distributed denial-of-service attack; or (h) otherwise attempt to interfere with the proper working of MI Portal.

You can report abuse of these Terms to contact@mckinleyirvin.com or through the reporting functionality, if any, incorporated throughout MI Portal.

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10. **LIMITATIONS OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL MCKINLEY IRVIN BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES OR FOR LOST PROFITS OR LOSS OF USE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, MI PORTAL OR THE INFORMATION CONTAINED ON MI PORTAL, EVEN IF MCKINLEY IRVIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW OR RULES OF PROFESSIONAL RESPONSIBILITY GOVERNING LAWYERS.

11. **INDEMNIFICATION:** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MCKINLEY IRVIN, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OR YOUR USE OF MI PORTAL, INCLUDING, BUT NOT LIMITED TO, MATERIAL CREATED OR UPLOADED BY YOU OR YOUR REPRESENTATIVES, ANY USE OF MI PORTAL'S CONTENT, SERVICES, AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS, OR YOUR USE OF ANY INFORMATION OBTAINED FROM MI PORTAL.

12. **Miscellaneous:** You agree that: (i) MI Portal shall be deemed solely based in the State of Washington, United States of America; and (ii) MI Portal shall be deemed a passive website that does not give rise to personal jurisdiction over McKinley Irvin, either specific or general, in jurisdictions other than Washington. These Terms shall be governed solely by United States and Washington law, without regard to conflict of law provisions. Any claim or dispute between you and McKinley Irvin or its officers, directors, employees, agents, affiliates, licensors or suppliers that arises in whole or in part from MI Portal shall be decided exclusively by a court of competent jurisdiction located in King County, Washington. You further irrevocably agree to submit to the personal jurisdiction of the State of Washington for the purpose of resolving all such claims or disputes. McKinley Irvin does not consent to use of MI Portal in any jurisdiction that does not give effect to all provisions of these Terms. These Terms, any other legal notices published by McKinley Irvin on MI Portal, and any other written agreements between you and McKinley Irvin shall constitute the entire agreement between you and McKinley Irvin concerning MI Portal. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and McKinley Irvin's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. McKinley Irvin reserves the right to amend these Terms at any

time and without notice, and it is your responsibility to review these Terms for any changes. Your use of MI Portal following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

13. **Your Comments and Concerns:** All feedback, comments, requests for technical support and other communications relating to MI Portal should be directed to: contact@mckinleyirvin.com.

McKinley Irvin's firm headquarters are located at 1501 Fourth Avenue, Suite 1750, Seattle, Washington 98101-5238, and we may be contacted by phone at 206.625.9600