The Terms and Conditions were last updated on May 1, 2025

# **1. Introduction**

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## 2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

# **3. Electronic communication**

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

# 4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

# 5. Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## 6. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## 7. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

### 8. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 9. Lawyer Advertising - Website Content

We strive to comply with all legal and ethical rules of The Florida Bar when creating,

maintaining and updating this website. Should you find that we have not complied or have a question about compliance, please email: info@sjlawgroup.com so that we may address the matter. Your comments about our website are welcome. We will update or website as necessary to maintain compliance with The Florida Bar Rules.

# **10.** No Attorney Client Relationship - No Confidentiality

The information on this website is not intended to be legal advice and use of the website, information contained herein and completing the contact form will not establish an attorneyclient relationship. A person may become a client of St. Johns Law Group only after a conflict check and through a written engagement letter between that person and the firm. Electronic mail is not secure and you should not include sensitive or confidential information in any message to us or in the contact form.

### **11. Conflict of Interest**

Before undertaking any representation, we are required by The Florida Bar to perform a conflict check to determine if a conflict between and existing or former client and you may existing. Should a conflict of interest exist, we are prohibited undertaking the representation of the new potential client.

Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. Conflicts of interest can arise from the lawyer's responsibilities to another client, a former client or a third person, or from the lawyer's own interests. An impermissible conflict of interest may exist before representation is undertaken, in which event the representation is required to be declined.

We will not undertake your representation or the representation of any other person until a conflict of interest check has been performed by us.

### **12. No Legal Advice - Information Only**

This website and the content of our websites is provided for informational purposes and should not be taken as legal advice. Nothing contained in the content of our websites is intended to be relied upon and should not be construed as legally sufficient or comprehensive in coverage of legal issues. There is far more to every aspect of legal representation and laws than what is covered in our websites. This website is not an offer to perform any work or legal service. Our website is intended to merely be informational. We do not update on set increments or schedules. Rather, our websites are randomly updated and the information contained herein may be out of date and not current.

## **13. Warranties and liability**

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- we will undertake your representation;
- any legal advice is given, as no legal advice is provided on this website;
- this website or our content will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

#### 14. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our <u>Privacy Statement</u> and our Cookie Policy.

### **15. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United States.

## 16. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

### 17. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **18. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

#### **19. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

### 20. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

#### 21. Entire agreement

These Terms and Conditions, together with our <u>privacy statement</u> and cookie policy, constitute the entire agreement between you and St. Johns Law Group, P.A. in relation to your use of this website.

## 22. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

## 23. Choice of Law, Venue and Jurisdiction

These Terms and Conditions shall be governed by the laws of United States. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of United States. Venue shall be exclusively in State Court in St. Johns County, Florida. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

### 24. Contact information

This website is owned and operated by St. Johns Law Group, P.A..

You may contact us regarding these Terms and Conditions by writing or emailing us at the following address: info@sjlawgroup.com 104 Sea Grove Main Street, St. Augustine, Florida 32080

#### 25. Download

You can also <u>download</u> our Terms and Conditions as a PDF.



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