

## TERMS AND CONDITIONS FOR SUBSCRIPTION SERVICES

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

- 1. Applicability of Terms and Conditions.** These terms and conditions (these "*Terms*") shall apply to your purchase of products and related services through [www.thesouthtexasbusinesslawyers.com](http://www.thesouthtexasbusinesslawyers.com), (the "*Site*"). These Terms are subject to change at any time without prior written notice by The South Texas Business Lawyers, PLLC (referred to herein as either "*Company*," "*we*," "*us*," or "*our*"). The most recent version of these Terms shall be posted for your review at any time on the Site located at <https://www.thesouthtexasbusinesslawyers.com/Legal>. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms shall constitute your acceptance of and agreement to any changes therein made.
- 2. Subscription Services.** By purchasing any subscription, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Your subscription will be automatically extended for successive periods, at the then-current subscription rate. To cancel your subscription at any time, you must update your user account on the Site or email support at [admin@thesouthtexasbusinesslawyers.com](mailto:admin@thesouthtexasbusinesslawyers.com). The last day of any subscription shall be the later of (i) the end of the current calendar month in which a cancellation was received or (ii) the end of the Minimum Commitment Period (as defined below). If you cancel, you may use your subscription until the end of your then-current subscription term. We may submit periodic charges (e.g., monthly) without further authorization until the end of the Subscription. "*Minimum Commitment Period*" means for Basic Memberships = 3 Months, Advanced Memberships = 3 Months, Premium Memberships = 6 Months, and Advisor Memberships = 6 Months. For example, if a customer cancels the Premium Membership after 4 months, the subscription shall continue (including access) until the end of Month 6 and We shall have the authorization to run payment for Month 5 and Month 6. For further example, if a customer cancels the Advanced Membership in Month 4, the membership shall terminate at the end of month 4.

**3. Payment Terms.** In all cases, billing will occur on the 1st of every month unless you cancel and the membership is terminated with proper notice. The price of the product delivered is based upon the level of the subscription you choose to purchase. By utilizing our services or accessing our website you agree to these terms and conditions. If you cancel your subscription, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. We reserve the right to revoke your subscription at any time from any person or entity. Membership is void where prohibited by law. Holidays, acts of god, and other instances can cause a delay in operations. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation on a recurring basis subject to the termination rights herein.

**4. Privacy Policy and Website Terms of Use.** Please review our Privacy Policy and Website Terms of Use, which can be found at the following addresses respectively: <https://www.thesouthtexasbusinesslawyers.com/Legal>. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Use governs your use of our Site in general.

**5. Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability.**

**(a) Buyer's R&Ws.**

- (i) You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying goods or services from the Site for solely your own use, and not for resale or export.
- (ii) You agree to pay for all subscriptions, courses, educational materials and other services ordered, and all charges for orders, delivery and other services. You also agree to pay any taxes, assessments or other charges imposed by a government concerning your purchased subscriptions, courses, educational materials and other services, or any sales, use or similar tax associated with delivery, now or in the future.

**(b) MANUFACTURER'S WARRANTY AND COMPANY'S DISCLAIMERS. SUBJECT TO APPLICABLE LAW, WE ARE PROVIDING THE GOODS AND SERVICES TO YOU "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY: (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, OR OTHERWISE). YOU ACKNOWLEDGE AND AGREE THAT UNDER NO**

**CIRCUMSTANCES SHALL WE BE LIABLE FOR (I) ANY EXPRESS OR IMPLIED BREACH OF ANY REPRESENTATION AND WARRANTIES, OR (II) ANY BREACH OF THE MANUFACTURER'S WARRANTY CLAIMS AND/OR FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.**

- (c) LIABILITY CAP. UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.**
- (d) OTHER WARRANTIES. WE EXPRESSLY DISCLAIM ANY OTHER WARRANTIES WITH RESPECT TO LLEGAL SUBSCRIPTION AND EDUCATIONAL SERVICES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (e) NOT LEGAL ADVICE. COMPANY DOES NOT INTEND TO PROVIDE ANY LEGAL ADVICE OR INFORMATION RELATING TO ITSELF OR ANY PRODUCT OR SERVICE IDENTIFIED ON THE WEBSITE. YOU REPRESENT THAT YOUR PURCHASE IS FOR YOUR PERSONAL EDUCATION AND AWARENESS AND NOT FOR AN INTENT TO RESELL OR RELY ON TO YOUR DETRIMENT.**

  - (i) Company cautions that there are various important factors that could cause actual results to differ materially from those indicated in the information you may encounter on the Website. Accordingly, there can be and is no assurance that such educational materials will provide the results you desire. These factors include, among other things, legislative and regulatory initiatives regarding regulation of legal education and businesses; political and economic conditions and developments in the United States and in Texas; market conditions and the results of various third party efforts; and changes in the legal landscape of the United States and Texas.**
- (f) YOU ACKNOWLEDGE AND AGREE THAT NO WARRANTIES OR GUARANTIES HAVE BEEN MADE TO YOU REGARDING ANY OF THE SUBSCRIPTIONS, COURSES, EDUCATIONAL MATERIALS AND OTHER SERVICES ORDERED, INCLUDING BUT NOT LIMITED TO FUTURE VALUE. YOU AGREE TO PROMPTLY NOTIFY US IN WRITING IF ANYONE SUGGESTS A GUARANTY OF PROFITS OR ABSENCE OF LOSSES OR MAKES ANY STATEMENT OR REPRESENTATION THAT IS INCONSISTENT WITH THE TERMS IN THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU HAVE CONDUCTED AND WILL CONDUCT YOUR OWN RESEARCH AND ANALYSIS REGARDING SUBSCRIPTIONS, COURSES, EDUCATIONAL MATERIALS AND OTHER SERVICES THAT YOU MAY**

PURCHASE FROM US AND WILL NOT RELY UPON OR OTHERWISE CLAIM THAT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES HAVE BEEN MADE BY US CONCERNING THE FUTURE VALUE OF THE SUBSCRIPTIONS, COURSES, EDUCATIONAL MATERIALS AND OTHER SERVICES THAT YOU MAY PURCHASE FROM US.

- (g) Our employees may from time to time discuss general subscription matters with you. Neither Us nor Our representatives are providing legal advice. Further, Our employees are not acting as licensed lawyers and they are not making any specific recommendations concerning subscription services or legal education. We are not agents for You, We have different financial interests and incentives from You and owe no fiduciary duty to You. You acknowledge and agree to check with a licensed attorney, acting in such a capacity, before making a decision regarding any legal advice.

**6. Third-Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to, or shall confer upon, any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

**7. Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, pandemics, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

**8. Assignment.** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

**9. Partial Invalidity.** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**10. Governing Law/Binding Arbitration.**

(a) **Governing Law.** These Terms shall be governed by the laws of the State of Texas without regard to its conflict of laws principles.

(b) **Binding Arbitration.** Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three arbitrators sitting in Tarrant County, Texas. The language of the arbitration shall be English. The arbitrators

**will be bound to adjudicate all disputes in accordance with the laws of the State of Texas. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. Company shall bear all of its own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section 12 provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.**

- 11. No Waivers.** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.
- 12. Notices.** We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by personal delivery, overnight courier, or registered or certified mail to: The South Texas Business Lawyers, PLLC, 18911 hardy Oak Blvd, Ste. 102, San Antonio, Texas 78258.
- 13. Entire Agreement.** These Terms, along with the confirmation email referenced in Section (2) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site, any terms and conditions that may be provided in connection with any promotion or other sale, and our Site's 'Terms of Use' and 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.

*[END OF SUBSCRIPTION AGREEMENT*

