

## **Terms and Conditions**

**Last Revised: 11/3/24**

Please read these terms and conditions (collectively, the “Terms”) of use before using the CLE Tracker application and/or website (collectively, the “App/Website”).

By using the App/Website, you hereby consent and agree to these Terms. If you do not agree to the App/Website’s Terms, please do not use the App/Website. We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms periodically for changes. Your continued use of the App/Website following the posting of changes to the Terms shall mean that you accept those changes.

### **Member Account**

If you (also at times hereinafter referred to as the “user”) register as a user of the App/Website, your selected and/or assigned username and password will be unique to you. You are responsible for maintaining the confidentiality of the username and password, and responsible for all activities that occur under your username and password. You agree to immediately notify the App/Website at [support@cletrackerapp.com](mailto:support@cletrackerapp.com) of any unauthorized use of your username and/or password or of any other breach of security.

### **Privacy**

Registration data and certain other demographic information about you are subject to the App/Website’s Privacy Policy. For more information, please see the App/Website’s Privacy Policy, which is incorporated by reference herein.

### **Restrictions on Use**

Unless otherwise noted, all materials, including, but not limited to, images, illustrations, designs, icons, photographs, videos and audio files that are part of the App/Website (collectively, the “Material”) are protected by trademark/copyright and owned, controlled or licensed by the App/Website or the party credited as the provider of the Material. You shall abide by all additional trademark/copyright notices, information or restrictions contained in any Material accessed through the App/Website.

No Material from the App/Website may be copied, reproduced, framed, hyperlinked, republished, downloaded, uploaded, posted, transmitted, or distributed in any way. Copying or storing of any Material for other than personal use is expressly prohibited without prior permission from the App/Website, or the trademark/copyright holder identified in the trademark/copyright notice contained in the Material.

Alteration or modification of the Material or use of the Material for any other purpose other than the designed purpose is a violation of the App/Website's Terms and other proprietary rights. For purposes of these Terms, the use of any Material on any other website or networked computer environment is prohibited. All trademarks, service marks and trade names are proprietary to the App/Website.

### **E-Mail and Public Communication**

The term "Forum" shall mean letters, e-mails or other types of communications to the webmaster(s) or employees of the App/Website, and messages posted in connection with online discussions on the App/Website. You shall not upload to, distribute through, or otherwise publish through a Forum on the App/Website any content which is libelous, slanderous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law.

The Forums shall be used only in a non-commercial manner. You shall not, without our express written approval, distribute or otherwise publish any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You specifically acknowledge that soliciting other guests of the App/Website to join or become members of any commercial online or offline service or other organization is expressly prohibited.

Subject to the terms of the App/Website Privacy Policy, in general, we will not monitor or edit the contents of Forum materials unless required in the course of normal maintenance of the App/Website and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on the App/Website; (2) protect and defend the legitimate business interests, rights or property of the App/Website, its users, advertisers, customers, sponsors, advertisers or affiliates; or (3) act in an emergency to protect the personal safety of our guests or the public. Users shall remain solely responsible for the content of their communications. The App/Website has the right, but not the obligation, to monitor and/or edit or remove any Forum communications and content.

By uploading materials to any Forum or submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later

developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

### **Third-Party Communication and Material**

**Third-Party Communications.** The App/Website disclaims all liability for any Third-Party Communications you may receive or any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. The App/Website assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or material/content of any Third-Party Communications. As used herein, "Third-Party Communications" means any communications directed to you from any third party directly or indirectly in connection with the App/Website.

**Third-Party Material.** Third party material (including, without limitation, postings) may appear on the App/Website or may be accessible via links from the App/Website. The App/Website shall not be responsible for, and assumes no liability for, any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of material contained in any third-party material appearing on the App/Website. You understand that the information and opinions in the third-party material is neither endorsed by nor does it reflect the belief or opinion of the App/Website. Further, information and opinions provided by employees and agents of the App/Website in interactive areas are not necessarily endorsed by the App/Website and do not necessarily represent the beliefs and opinions of the App/Website.

### **Not Professional Advice**

The Material and content contained on the App/Website have been prepared by App/Website as a service to its users and the Internet community and is not intended to constitute any advice, including, but not limited to, legal, accounting, tax or financial. The user is solely responsible for determining and verifying the current New York state CLE requirements, including any/all changes to the New York state CLE requirements, filing deadlines, and the user's CLE credit status. The App/Website is provided as a convenience for the user. The App/Website has used reasonable efforts in collecting, preparing and providing quality information and material, but does not warrant or guarantee the accuracy, completeness, adequacy or currency of the information contained on or linked to the App/Website. Users of information from the App/Website or links do so at their own risk.

## **Other Products**

Any reference made by the App/Website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by the App/Website. Content on the App/Website may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of the App/Website.

## **Our Use of Your Input**

The App/Website may use user input to provide and improve the App/Website, including, but not limited to:

- Providing user questions and prompts to third-parties to generate responses; and
- Displaying user content to others.

The App/Website may also need to use or disclose user input to comply with applicable laws, enforce these Terms and our policies, and to detect and prevent fraud, security, or technical issues.

## **Security**

The user shall implement reasonable and appropriate measures designed to help secure the user's access to and use of the App/Website. If the user discovers any vulnerabilities or breaches related to the user's use of the App/Website, the user shall promptly contact the App/Website and provide details of the vulnerability or breach.

## **Links to Other Web Sites and Services**

To the extent that the App/Website contains links to outside services and resources, the App/Website does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to that particular service or resource.

## **Non-Transferability**

The user's right and permission to use the App/Website is not transferable. Any password generated by the user, or right given to the user to obtain information is not transferable.

## **Indemnification**

The user agrees to indemnify, defend and hold harmless the App/Website from any liability, loss, claim and expense, including, but not limited to, reasonable attorneys' fees related to the user's violation or alleged violation of these Terms or use of the App/Website.

## **Disclaimer**

THE MATERIAL IN THE APP/WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE APP/WEBSITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE APP/WEBSITE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR- FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APP/WEBSITE OR THE SERVER(S) THAT MAKES THE APP/WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APP/WEBSITE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL ON THE APP/WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE USER (AND NOT THE APP/WEBSITE) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE USER.

THE INFORMATION CONTAINED IN THE APP/WEBSITE, AND ITS ASSOCIATED WEBSITES, INCLUDING BUT NOT LIMITED TO THE APP/WEBSITE, IS PROVIDED AS A SERVICE TO THE INTERNET COMMUNITY, AND DOES NOT CONSTITUTE LEGAL, ACCOUNTING, TAX OR FINANCIAL ADVICE. THE APP/WEBSITE TRIES TO PROVIDE QUALITY INFORMATION, BUT MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION CONTAINED IN OR LINKED TO THE APP/WEBSITE AND ITS ASSOCIATED SITES. AS LEGAL AND OTHER PROFESSIONAL ADVICE MUST BE TAILORED TO THE SPECIFIC CIRCUMSTANCES OF EACH CASE, AND LAWS ARE CONSTANTLY CHANGING, NOTHING PROVIDED HEREIN SHOULD BE USED AS A SUBSTITUTE FOR THE ADVICE OF A COMPETENT COUNSEL OR PROFESSIONAL ACCOUNTANT, CERTIFIED FINANCIAL PLANNER, TAX PREPARER, OR OTHER LICENSED PROFESSIONAL.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE APP/WEBSITE BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT

RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIAL ON THE APP/WEBSITE, EVEN IF THE APP/WEBSITE OR THE APP/WEBSITE'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE APP/WEBSITE'S TOTAL LIABILITY TO THE USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, AND INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY THE USER, IF ANY, FOR ACCESSING THE APP/WEBSITE.

### **Jurisdiction**

Unless otherwise specified, the Material and/or content on the App/Website is presented solely for the purpose of promoting publications and other products available in the United States, its territories, possessions, and protectorates. The App/Website is controlled and operated by the App/Website from its office within the State of New York. The App/Website makes no representation that Material and/or content on the App/Website is appropriate or available for use in other locations. Those who choose to access the App/Website from other locations do so on their own initiative and are responsible for establishing the useability or correctness of any information, Material, or content under any or all jurisdictions and the compliance of that information, Material, or content with local laws, if and to the extent local laws are applicable.

All users, including those users who access the App/Website from a country other than the U.S., agree that the laws of the State of New York shall govern any dispute, including those arising from the App/Website's use of personal information or otherwise relating to privacy, as specified in the Privacy Policy.

These Terms shall be governed by and construed in accordance with the laws of the State of New York. The user agrees that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state courts located in Nassau County, New York, or the federal courts located in Central Islip, New York, and the user hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The user agrees that regardless of any law or statute to the contrary, any claim or cause of action arising out of or relating to the App/Website and these Terms must be filed within one (1) year of the date the cause of action arose, or shall be barred as untimely. This is the entire agreement

between the App/Website and the user relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by the App/Website.

To the extent that anything in or associated with the App/Website is in conflict or inconsistent with these Terms, these Terms shall take precedent. The App/Website's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.

### **Termination**

These Terms are effective until terminated by either party. The user may terminate these Terms at any time by destroying all Material and content obtained from the App/Website and all related documentation and all copies and installations thereof, whether made under these Terms or otherwise. The privileges granted to the user by these Terms, including the maintenance of a member account, will terminate immediately without notice from the App/Website if, in the App/Website's sole discretion, the user fails to comply with any provision(s) of these Terms. Upon termination, the user shall destroy all Material and content obtained from the App/Website and all copies thereof, whether made under these Terms or otherwise. The App/Website may take such further action as the App/Website determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and the App/Website shall not be liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from the App/Website's exercise of its rights under these Terms and conditions.

### **Contact Information**

You can contact the App/Website via [support@cletrackerapp.com](mailto:support@cletrackerapp.com).