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## **3. Privacy**

Please see our Privacy Policy.

## **4. Jurisdiction**

This agreement between you, the user, and Chislett Whitten Law, shall be governed by, and interpreted in accordance with, the laws of the province of Newfoundland & Labrador and the laws of Canada applicable therein. You hereby consent and submit to the exclusive jurisdiction of the courts of the province of Newfoundland & Labrador in any proceeding related to this agreement.

## **5. Email And Other Electronic Communications**

Visiting the website or sending emails to Chislett Whitten Law constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the website, satisfy any legal requirement that such communications be in writing.

Chislett Whitten Law would be pleased to communicate with you by e-mail, and there are various places on this website that provide you the ability to send an electronic communication to Chislett Whitten Law. Any such email or other electronic communication, however, does not create a solicitor-client relationship or any contractual relationship.

Due to their nature, electronic communications can be intentionally or unintentionally viewed by others or forwarded to others, and are therefore inherently not private. In addition, addressing errors, system malfunctions, and system management may result in communications being viewed and/or read by other individuals and/or system administrators. Chislett Whitten Law assumes no liability for any damages whatsoever, including, without limitation, indirect, special, consequential, punitive or incidental damages of any kind, whether brought in contract or tort, arising out of or in connection with electronic communications being sent to or sent from Chislett Whitten Law.

Chislett Whitten Law cannot guarantee the security of such electronic communications.

Chislett Whitten Law has a legal obligation to report concerns of abuse or neglect of a child to authorities in order to ensure children are protected from harm. Chislett Whitten Law also has a legal duty to report the abuse or neglect of an adult. There may be other situations where Chislett Whitten Law must disclose client personal information where required by law to do so.

## **6. User Communication**

The website may contain chat areas, news groups, forums, communities, comment sections or other message or communication facilities designed to enable you to communicate with the public at large or with a group.

You agree that when using features of the website that allow for communication by you, that you will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.

You agree not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, or upload files unless you own or control the rights thereto or have received all necessary consents.

You agree not to advertise or offer to sell or buy any goods or services for any business purpose, or harvest or otherwise collect information about others, including e-mail addresses, without their consent or violate any applicable laws or regulations.

Chislett Whitten Law has no obligation to monitor the user communications but reserves the right to review materials posted to the website and to remove any materials in its sole discretion. Chislett Whitten Law reserves the right to terminate your access to any or all of the user communication services at any time without notice for any reason whatsoever and to disclose any information as necessary to satisfy any applicable laws.

## **7. Changes To the Terms & Conditions Of Use**

Chislett Whitten Law may revise and update these Terms and Conditions of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the website following the posting of revised Terms & Conditions Of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## **8. Indemnification**

You agree to indemnify, defend and hold harmless Chislett Whitten Law, owners, agents, employees, associates, and partners, from any liabilities, losses, claims, demands, and expenses (including reasonable lawyer's fees) related to (a) your use of the Website; (b) violations of these Terms & Conditions Of Use; or c) your use of Chislett Whitten Law's services.

## **9. Third Party Links**

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## **10. Termination**

Chislett Whitten Law may at its sole discretion, with or without notice, suspend or terminate your use of the Website for any reason, including a violation of the terms of the User Agreement. Chislett Whitten Law may also prevent you from further use of the Website. Chislett Whitten Law will not be liable for any suspension, termination or prohibition of future access.

## **SOCIAL MEDIA TERMS OF USE**

Chislett Whitten Law maintains a social media presence in order to promote legal knowledge and to connect with the communities in which we operate. Our goal is to foster an open and respectful dialogue related to topics within the legal field. This policy outlines the guidelines for members of the public who choose to engage in dialogue with Chislett Whitten Law on social media.

**Privacy:** Users are encouraged not to provide personal information or confidential information through social media to Chislett Whitten Law, via public post or private message, or solicit personal information or confidential information from other users. Chislett Whitten Law has no control over social media platforms or the way such organizations collect, use, disclose or secure your personal information and we are not responsible or liable for the treatment of personal information or confidential information shared on these websites. We encourage you to review the privacy policies and terms of use of a social media platform prior to sharing any personal or confidential information. Please note that private message communication with Chislett Whitten Law facilitated by social media does not create and will not constitute a solicitor-client

relationship. Should you require legal advice or other assistance, please contact us directly via email or phone and provide your contact information.

**Content is for Informational Purposes:** The content posted to the Chislett Whitten social media channels is not intended to constitute legal advice. Use of and engagement with our social media channels is at your own risk. The quality, timeliness, accuracy or completeness of any information provided via a social media channel is provided “as is” without representation, warranty or condition of any kind. Chislett Whitten Law shall not have any responsibility or liability for any loss or damage whatsoever (including, without limitation, direct, indirect, special, incidental, or consequential damages) arising out or related to our social media channels and content or your use of or contribution to our social media channels. Do not rely upon the information provided on our social media channels or apply it to your situation without first consulting a lawyer. Any reference or link to a third party is not an express or implied endorsement or recommendation by Chislett Whitten Law.

**Be Respectful:** Profane, abusive, discriminatory, hateful, threatening, indecent, misleading, knowingly false, defamatory or otherwise objectionable content is not permitted. Posts or messages that personally attack or harass other social media users, name the firm’s employees or clients, or violate any law, rule, regulation or promote illegal activity are not permitted. Posts in violation of these rules may be removed, the user may be blocked and we may notify the social media service provider of your violation. User accounts deemed to be anonymous or fake may be blocked. User comments or posts that resemble legal advice may also be removed or corrected. The views expressed by other social media users represent their own views and are not endorsed or approved by Chislett Whitten Law.

**Stay on Topic:** Users are asked to stay focused and on topic with comments. Comments that do not respond or relate to the particular topic or content may be removed, such as promotional posts for businesses or events.

We reserve the right to delete, remove or not accept any content posted on our social medial page or feed, including content which does not comply with these Social Media Terms of Use or for any other appropriate reason.

Chislett Whitten Law may revise and update these Social Media Terms of Use from time to time in our sole discretion.