

CONSUMER USER AGREEMENT: USE OF WEBSITE COWOLF.ORG

Website for Colorado W.O.L.F. (Women Owned Law Firms) at COWOLF.ORG:

Terms of Use for Consumers: last updated on October 13, 2020.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THE COWOLF.ORG WEBSITE. THESE RULES GOVERN YOUR USE OF THIS SITE.

In this Consumer User Agreement: Use of Website COWOLF.ORG (the “**Agreement**”) and Terms of Use, “**COLORADO W.O.L.F.**” means Colorado Women Owned Law Firms, a Colorado nonprofit and professional membership organization, which may be referred to as “**we**”, “**us**” and “**our**”. The “**Colorado W.O.L.F. Group**” means COLORADO W.O.L.F.’s members, volunteers, board, officers, committees, employees, contractors, agents, representatives, affiliates, suppliers, vendors, successors, and assigns. “**You**” and “**your**” means the person using the Site, your representatives, affiliates, and successors, together with any organization or company (the “**Entity**”) on whose behalf you may be acting when you access COWOLF.ORG (the “**Site**”).

Please note that your use of this Site automatically constitutes your unconditional agreement to follow and be bound by these Terms of Use (the “Terms”). if you or your related Entity will not agree to these Terms, do not use the Site, provide any information or materials to the Site, submit communications through the Site, or download any information or materials from the Site.

1. **Description of Services.** Our goal is to assist potential consumers in searching, finding, and connecting with our participating attorney members. COWOLF.ORG offers an online directory for our attorney members to list their professional qualifications and law firm information.
 - You understand COLORADO W.O.L.F. does not endorse any attorneys or law firms listed on the Site (a “**Law Firm**”). It is your decision alone whether or not to work with any Law Firm. Your engagement of a Law Firm is strictly between you and the Law Firm and does not involve COLORADO W.O.L.F. in any way.
 - COLORADO W.O.L.F. does not receive fees or other compensation for legal services paid by Law Firm clients.
 - COLORADO W.O.L.F. does not review information posted by our attorney members. Consumers wishing to use any Law Firm must conduct their own due diligence and review.
2. **Terms of Use; Your Agreement.** Use of the Site constitutes your agreement to comply with these Terms, and if you use the Site on behalf of an Entity, your use also automatically constitutes a binding agreement by that Entity to comply with these Terms. COLORADO W.O.L.F. may update these Terms at any time without prior notice to users. Your use of the Site after such revision constitutes your and any related Entity’s agreement to comply with Terms as modified. For this reason, we encourage you to review these Terms whenever you access this Site. In the event you or the Entity incurs any liability, damage, loss, cost, or expense (including reasonable attorneys’ fees) arising from or relating to your and/or the Entity’s use of the Site, you and the related Entity shall hold harmless and indemnify COLORADO W.O.L.F. and the Colorado W.O.L.F. Group from all consequences related to your use. **if you will not agree to these Terms, do not use, provide information to, or use or download any information from the Site.** By using the Site and its services, you represent and warrant to COLORADO W.O.L.F. that you are of legal age and able to form a binding contract with COLORADO W.O.L.F. **If you or your related entity, as a user of the Site, cannot truthfully make all agreements and representations set forth in these Terms, you may not use the Site.**
3. **No Attorney-Client Relationship.** COLORADO W.O.L.F. is not a law firm and does not provide legal services. For consumers seeking legal assistance, this Site simply provides a directory of Law Firms. Use of the Site does not create an attorney-client relationship (a) between COLORADO W.O.L.F. and you or your related Entity, or other third party or (b) between you and any Law Firm, its partners, employees, or representatives, or any other attorney associated with this Site. Further, if you submit or receive an email or other communication related to your use of the Site, such communication does not create an attorney-client relationship. As between you and any Law Firm, no attorney-client relationship will be established until you and the Law Firm have formally accepted the

engagement and mutually agree to representation. The engaged Law Firm will be solely responsible for providing legal services to you. Any claim arising out of your relationship with a Law Firm may only be brought against that Law Firm. COLORADO W.O.L.F. and the Colorado W.O.L.F. Group shall not be liable for any damages or costs that occur related to your use of the Site, including claims of third-party malpractice.

4. **No Legal Advice.** All materials and information on this Site (a) are provided for informational purposes only, (b) do not create an attorney-client relationship, and (c) do not offer any legal advice or substitute for legal advice. The materials and information on the Site do not necessarily reflect the opinions of COLORADO W.O.L.F. The information on the Site is not guaranteed by COLORADO W.O.L.F. to be correct, complete, up-to-date, reliable or error-free. YOU SHOULD NOT ACT OR RELY ON THE BASIS OF ANY INFORMATION OR MATERIALS ON THE SITE WITHOUT SEEKING AND RETAINING THE ADVICE OF AN ATTORNEY OR LAW FIRM.
5. **No Attorney-Client Privilege.** Because the Site does not provide legal services or create an attorney-client relationship and is simply an interactive, computerized attorney directory, the operation and use of the Site does not provide any benefits of protecting any information submitted to or through the Site. **COLORADO W.O.L.F. and the Site do not assume responsibility for your confidential or private information. As use of the Site does not create or promise any such protections, you should avoid providing any confidential or private information during your use of the Site.** Maintaining confidentiality, privacy, and legal privilege of your information, including transmissions to a Law Firm, is your sole responsibility.
6. **Determination of Conflicts.** The Site does not perform checks for legal conflicts of interest or other conflicts that may exist on your part in connection with your engagement of a Law Firm. It is the sole responsibility of the Law Firm to investigate whether there is a conflict of interest such that the Law Firm cannot represent you. COLORADO W.O.L.F. and the Colorado W.O.L.F. Group shall not be liable for any damages or costs of any type arising out of or in any way arising from any Law Firm's failure to investigate potential conflicts of interest arising from your use of the Site, including the engagement of a Law Firm.
7. **Disclosures Regarding Attorney Listings.** Potential consumers: please read the following carefully.
 - (a) THE SITE MAY CONTAIN ADVERTISING MATERIAL OR ATTORNEY ADVERTISEMENTS.
 - (a) Your determination of the need for legal services and choice of an attorney are extremely important decisions. We urge all potential clients to make their own independent investigation and evaluation of any attorney being considered. Before you decide to hire any attorney, you may wish to request additional information about their qualifications and experience.
 - (b) COLORADO W.O.L.F. does not operate as an attorney-advertising cooperative, attorney referral service, prepaid legal insurance provider, or similar organization which business or activities include referral of customers, members, or beneficiaries to attorneys, with or without compensation.
 - (c) COLORADO W.O.L.F. does not represent that the quality of any listed Law Firm is greater than the quality of legal representation or other services performed by other attorneys. Memberships and offices in legal organizations, legal societies, technical and professional licenses, and memberships in scientific, technical, and professional associations, fields of practice, and advertisements do not mean that any attorney is more expert or competent than any other attorney.
 - (d) COLORADO W.O.L.F. makes no representation or warranty as to the results that may be obtained from your use of the Site. COLORADO W.O.L.F. makes no representations or warranties regarding any Law Firm, including, without limitation, any Law Firm's ability to obtain a favorable result. COLORADO W.O.L.F. bar make no representations or warranties of any kind, express or implied, as to the operation of the Site, its services, or the information, content, data, or materials, displayed on the Site.
8. **Permitted and Prohibited Uses.** Your use of the Site may only be for personal purposes, such as to print specific information and search results from the Site for your own personal use, and not for any commercial or other gain. You and your related Entity, if any, shall protect, hold harmless, and indemnify COLORADO W.O.L.F. and the

Colorado W.O.L.F. Group from any loss, damage, cost, and expense, including attorney's fees as a result of your and the related Entity's failure to comply with the prohibitions and restrictions set forth in these Terms.

9. **No Illegal or Harmful Conduct.**

- (a) You may not use the Site to violate any applicable local, state, national, or international law.
- (b) You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, trade secret, or rights of privacy or publicity or disclose via the Site any information the disclosure of which would constitute a violation of a confidentiality obligation or fiduciary duty on your part.
- (c) You may not hack the Site or upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject COLORADO W.O.L.F.'s network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of COLORADO W.O.L.F. and the COWOLF.ORG website.
- (d) You are strictly prohibited from communicating on or through this Site any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.
- (e) You may not use the Site in any way that harms COLORADO W.O.L.F., the Colorado W.O.L.F. Group, listed Law Firms, our sponsors and advertisers, other users of the Site, or members of the general public.
- (f) You may not distribute, sell, trade, or receive any benefit from taking any content or information on or from the Site, including, but not limited to, the directory of Law Firms, in part or whole.
- (g) You may not manipulate identifiers to disguise your identity or the origin of any content or correspondence.
- (h) You may not impersonate another individual or entity or otherwise misrepresent your affiliation with an individual or entity.
- (i) You may not use COLORADO W.O.L.F.'s trademarks in any way to suggest an affiliation with or endorsement by COLORADO W.O.L.F. of any individual, organization, product, or service.

10. **Restricted Uses.** As a condition for accessing the Site and using the Site's services, you agree not to:

- (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Site or service other than as expressly allowed under these Terms;
- (b) use COLORADO W.O.L.F.'s name, trademarks, server, or other materials in connection with, or to transmit, any unsolicited communications or emails; or
- (c) frame the Site, place pop-up windows over the Site's pages, or otherwise affect the display of its pages.

11. **Copyright and Limited License to Site and Site Materials.** The Site and all content on the Site, including, without limitation, all documents, videos, text, graphics, pictures, information, and other content ("**Site Materials**"), are proprietary property of COLORADO W.O.L.F. or its attorney members. You are granted a limited, revocable, non-transferrable, nonexclusive license to download and reproduce Site Material documents specifically made available on the Site for the general public to download ("**Public Documents**"), provided that any copyright and/or trademark notices on each page of a Public Document are reproduced in full and that you agree to comply with all such notices. Your limited license excludes: (a) resale of the Site or any Site Materials; (b) distribution, public performance, or public display of any Site Materials other than sharing copies of Public Documents as provided by these Terms; (c) modifying or otherwise making any derivative uses of the Site or any Site Materials; (d) use of any

data mining, robots or similar data gathering or extraction, automated account registration, or account utilization methods; (e) decompiling, disassembling or reverse engineering any site software or site architecture; or (f) downloading (other than the page caching) of any portion of the Site, the Site Materials (except as provided above), or any information contained on the Site and in the Site Materials. Any use of the Site or Site Materials other than as specifically authorized in these Terms is strictly prohibited and will terminate your user license.

12. **Links to Third Party Websites and Materials.** This Site may contain links or allow you to connect to websites owned or operated by independent third parties. These links are provided for your convenience and reference only. COLORADO W.O.L.F. does not control such websites and is not responsible for content posted on these websites or other activities of third parties. COLORADO W.O.L.F.'s provision of such links is not, in any way, an endorsement, authorization, or sponsorship of that website, its content, or the companies or products referenced on those websites. COLORADO W.O.L.F. is not responsible for the accuracy, copyright compliance, legality, or decency of material contained on third-party websites. You hereby irrevocably waive all claims against COLORADO W.O.L.F. and the Colorado W.O.L.F. Group with respect to links to or your use of such websites.
13. **Interactions with Law Firms, Sponsors and Advertisers.** Colorado W.O.L.F. is not responsible for any correspondence or business dealings between you and any third party, including any Law Firm, sponsor, advertiser, or other person or entity appearing on the Site, including matters related to quality, payment, and delivery of goods or services. All terms, conditions, warranties, and representations related to such communications and dealings are solely between you and the involved third party. You agree that COLORADO W.O.L.F. and the Colorado W.O.L.F. Group shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such communications or dealings or as the result of the appearance of a particular person or entity on the Site. However, if you do experience negative interactions with any person or entity appearing on the Site, COLORADO W.O.L.F. would appreciate hearing about those experiences. Please email your concerns or issues to Chairwoman@COWOLF.org.
14. **Limitation of Liability.** You understand and agree that accessing the Site and its services is at your own discretion and risk and that you will be solely responsible for any damage to your computer system(s), loss of data, or business interruption that results from your use of the Site or from downloading data or other Site content. COLORADO W.O.L.F. and the Colorado W.O.L.F. Group shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas or content contained, suggested or referenced in or appearing on the Site. Your use and participation in the Site is solely at your own risk. No advice or information, whether oral or written, obtained by you from COLORADO W.O.L.F., through COWOLF.ORG, or from third parties on the Site shall create any warranty by COLORADO W.O.L.F. You acknowledge, by using the Site, that your use of the Sites and service is at your sole risk. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
15. **Entire Agreement.** These Terms contain the entire agreement between COLORADO W.O.L.F. and you with respect to your use of this Site and services offered on the Site. Any rights not expressly granted in these Terms are reserved.
16. **Questions.** If you have questions or comments concerning this Agreement or the Terms, you may email us at Chairwoman@COWOLF.org.

ADDITIONAL TERMS OF USE FOR MEMBER ATTORNEYS / LISTED LAW FIRMS

- A. **Member Attorney's Agreement.** By your use of the Site, you acknowledge and agree to comply with this Agreement and all Terms set forth above, incorporated with these additional Terms by such reference. Where actions or decisions by Colorado W.O.L.F. are described, such actions and decisions are intended to be made by the organization's board or its delegate(s).
- B. **Submissions.** For member attorneys using the Site, COLORADO W.O.L.F. does not want to receive confidential or proprietary information. You shall provide accurate, current and complete information about you and your law firm as may be prompted by any email or registration forms on the Site or otherwise provided to you ("**Registration**

Data”). By posting, submitting or transmitting any material, information, communication or content (collectively, **“Content”**) directly to the Site, you (a) agree that such Content will be considered non-confidential and non-proprietary, (b) agree that COLORADO W.O.L.F. will be under no obligation of any kind with respect to such Content, and (c) grant COLORADO W.O.L.F. a perpetual, worldwide, nonexclusive, and royalty-free license to reproduce, make derivative works from, use, disclose, and distribute the Content to others without limitation. COLORADO W.O.L.F. has no obligation to add authorship attribution of your Content. You understand and agree to waive and forego asserting any rights you may have in the Content. By submitting Content to COLORADO W.O.L.F., you represent and warrant that you have authority to provide such Content to COLORADO W.O.L.F. and grant COLORADO W.O.L.F. rights to the Content, and that doing so does not and will not constitute the infringement or misappropriation of the trade secrets or other confidential information of you or any third party. For the avoidance of doubt, without limiting the foregoing and except for Content that originates from COLORADO W.O.L.F., COLORADO W.O.L.F. will not claim ownership of any Content transmitted, stored, or processed by you. You retain all ownership of, control of, and responsibility for Content you generate and post.

- C. **Content.** COLORADO W.O.L.F. is not responsible for screening or reviewing Content submitted to the Site. COLORADO W.O.L.F. may temporarily or permanently remove any Content on the Site or services at any time should COLORADO W.O.L.F., in its sole discretion, believe the Content is in violation of these Terms or where COLORADO W.O.L.F. is acting in compliance with the Digital Millennium Copyright Act. You are advised not to use the Site as the exclusive storage repository for your information or communications. COLORADO W.O.L.F. recommends that you separately store all information and communications submitted to the Site on other secure servers or data storage facilities.
- D. **Indemnity.** You agree to defend, indemnify and hold harmless COLORADO W.O.L.F. and the Colorado W.O.L.F. Group from and against all claims, damages, costs and expenses, including reasonable attorneys’ fees, arising from or related to your use or misuse of the Site, including, without limitation, your violation of the Terms, infringement by you or any other user of your account of any intellectual property or other right rights of any person. These provisions shall survive any termination of these Terms or the Site.
- E. **Limitation of Access and Removal of Access.** COLORADO W.O.L.F. will make commercially reasonable efforts to maintain and provide access to the Site and will endeavor to provide users advance warning of restrictions to access due to routine website maintenance. COLORADO W.O.L.F., in its sole discretion, reserves the right to modify, suspend, discontinue or terminate the Site in whole or part, with or without notice. You agree that COLORADO W.O.L.F. will not be liable to you or to any third party for any modification, suspension, discontinuation or termination of the Site in part or whole. You further agree that COLORADO W.O.L.F. and the Colorado W.O.L.F. Group will not be liable to you for the deletion or failure to store any of your Content, information, or communications on the Site.
- F. **Termination.** These Terms are effective until terminated. If you no longer agree to be bound by these Terms, you must cease use of this Site. If you’re dissatisfied with this Site, its content, services offered on the Site, any of these Terms, or other conditions and policies of COLORADO W.O.L.F., your sole legal remedy is to discontinue using this Site. COLORADO W.O.L.F. reserves the right to terminate or suspend, with or without notice, your access to and use of this Site or your user name if COLORADO W.O.L.F. believes, in its sole discretion, that such use is (a) in violation of any applicable law; (b) harmful to the interests of COLORADO W.O.L.F., its member attorneys, or other persons; or (c) in violation of these Terms. Termination of your access shall not terminate the warranties, indemnifications, or other obligations you have provided by these Terms, except as specifically provided in the Terms. In the event your access to the Site is terminated by COLORADO W.O.L.F., you are prohibited from accessing the Site using the identity or Registration Data of any other person.
- G. **Disclaimer of Warranties.** You expressly understand and agree that the Site and its services are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, COLORADO W.O.L.F. disclaims all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement of intellectual property. COLORADO W.O.L.F. make no representations or warranty that the Site or its services will meet your requirements, or that your use of the Site or its services will be uninterrupted, timely, secure, or error free. COLORADO W.O.L.F. further disclaim all warranties, express or implied, including, but not limited to, the results you may achieve through your use of the Site and its services. In

no event shall COLORADO W.O.L.F. or the Colorado W.O.L.F. Group be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use, misuse of or inability to use the Site or its services, even if COLORADO W.O.L.F. has been advised of the possibility of such damages. These disclaimers constitutes an essential part of this agreement.

- H. **Assignment and Delegation.** You may not assign or transfer the Agreement contained in these Terms without the prior written consent of COLORADO W.O.L.F. Any purported transfer without COLORADO W.O.L.F.'s advance written authorization shall be void. COLORADO W.O.L.F. may assign its rights and/or delegate its duties under this Agreement, in whole or part, without your consent. Upon assignment or delegation, COLORADO W.O.L.F. shall cease to be a party to this Agreement and shall have no further rights or duties with respect to you to the extent its rights and obligations have been so assigned or delegated. The assignee or delegate shall assume the rights and duties transferred by COLORADO W.O.L.F. No agency, partnership, joint venture, or employment relationship is created between COLORADO W.O.L.F. and you as a result of this Agreement.

- I. **Limitation of Liability.** Under no circumstances and under no legal or equitable theory, whether in tort, contract, negligence, strict liability or otherwise, shall COLORADO W.O.L.F. or any of the Colorado W.O.L.F. Group be liable to you or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the websites or services or for any breach of security associated with the transmission of sensitive information through the websites or services or for any information obtained through the websites or services, including, without limitation, damages for lost profits, loss of goodwill, loss or corruption of data, work stoppage, accuracy of results, or computer failure or malfunction, even if COLORADO W.O.L.F. has been advised of or should have known of the possibility of such damages.