

Terms of Use Agreement

Welcome to www.WardTaylor.com, operated by Ward & Taylor, LLC and Best Abstract, LLC (“Ward & Taylor”). By using this website and/or any related mobile website or mobile application (collectively, the “Website”), you agree to be bound by these Terms of Use (this “Terms of Use”). By accessing this Website, you accept these terms and conditions and notices contained or referenced herein. If you object to any of the Terms of Use contained herein, or the Ward & Taylor Privacy Policy, do not use the website.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS.

1. Modification. The Terms of Use are subject to change at any time, effective upon posting on the relevant website. Your continued use of the Website following the posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

Ward & Taylor reserve the right at any time to modify or discontinue this website without notice. You agree that Ward & Taylor shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

2. Access and Retention. In order to access these electronic Terms of Use, you must have access to the Internet, and pay any service fees associated with such access. Please print or save a copy of this document for your records.

3. Content. Ward & Taylor retains all proprietary rights in the Website. The Website contains the copyrighted material, trademarks, and other proprietary information of Ward & Taylor and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

Ward & Taylor may provide links to third party websites, and some of the content appearing on www.WardTaylor.com may be supplied by third parties. Ward & Taylor has no responsibility for these third-party websites nor for their content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third-party content providers.

4. Use of the Website

a. If you are accessing the Websites on behalf of a company or organization, you represent and warrant that: you are an authorized representative of that company or organization, and that you have the authority to bind it to these Terms of Service

b. You must not copy or capture, or attempt to copy or capture, any content from the Websites (the “Content”), unless given express permission by Ward & Taylor.

c. You must not use any Content in any way that is designed to create a separate content service or that replicates any part of the Website's offering.

d. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in or appearing on the Website.

e. You must not permit any third party to, copy or adapt the object code of the Website, or reverse engineer, decompile, modify or attempt to discover any source or object code of any part of the Website.

f. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

g. You must not rent, sell or lease access to the Websites, or any Content on the Website.

You acknowledge and agree that Ward & Taylor has the right, in its sole discretion, to terminate your use or take such other action as we see fit if you breach any of the above conditions or any of these Terms of Use. This may include taking court action, reporting offending users to the relevant authorities and/or blocking access for offending users.

5. Limitation of Liability. In no event shall Ward & Taylor be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Website, or use thereof.

The content and functionality on the Website is offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Ward & Taylor makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Website's content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk.

UNDER NO CIRCUMSTANCES SHALL WARD & TAYLOR, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR THE CONTENT CONTAINED THEREIN, REGARDLESS OF THE THEORY OF LIABILITY.

6. Privacy. Use of the Website also governed by our Privacy Policy, located at [PRIVACY URL](#)

7. Governing Law and Dispute Resolution. If there is any dispute arising out of the Website, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Delaware. Except where prohibited by law, as a condition of using the Website, you agree that any and all disputes, claims and causes of action arising out of or connected with the Website shall be resolved individually and exclusively by binding arbitration for full and final settlement of such claim.

8. Entire Agreement. This Agreement contains the entire agreement between you and Ward & Taylor regarding the use of the Websites and/or the Service.

9. Severability; Waiver. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, Ward & Taylor's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect our ability to enforce such term at any point in the future.