



Website Disclaimer, Terms Of Use & Internet Use Privacy Policy

I. General

Thank you for visiting the website of Wyatt Wright, LLC. In this website you will find many references made to "Wyatt Wright." This is for convenience. Except where it is clear that reference to the individual is being made (such as Mr. Wright's biography), the phrase "Wyatt Wright" as used in this website refers to the entity more specifically known as "Wyatt Wright, LLC." Also, any references in this website or these Terms of Use to "us," "we," "our," or "firm" are also references to "Wyatt Wright, LLC."

We have written this Disclaimer, Terms of Use and Internet Use Privacy Policy ("Terms of Use") to outline the conditions under which this website is being made available to you. Read these Terms of Use carefully. By using this website, you will be deemed to have accepted them. PLEASE READ THESE TERMS OF USE CAREFULLY. THEY ARE LEGALLY BINDING RESTRICTIONS WHICH GOVERN YOUR USE OF OUR WEBSITE. If you do not accept these Terms of Use, you are directed to immediately discontinue using and accessing our website.

These Terms of Use, and the website content, may be modified without notice to you or anyone else. We periodically change, add, or update the material on this website without notice and assume no liability or responsibility for any errors or omissions in the contents of this website. Since these Terms of Use may change, you should visit and read our posted Terms of Use before using our website each time.

We assume that you have capacity to accept our Terms of Use. Our website is a general audience website with content directed primarily at individuals ages 18 and older, and is not directed at children under the age of 18. We do not knowingly collect personally identifiable information from children under the age of 18. In accessing or using this website, you affirm that you (i) are not under any legal disability; (ii) are more than 18 years old, or are an emancipated minor, or possess legal parental or guardian consent; (iii) are fully able and competent to understand and enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use; and, (v) agree to comply with these Terms of Use. If you do not have capacity to accept these Terms of Use then you do not have our permission to use or visit this website and are forbidden from doing so. We utilize spam and junk e-mail filtration applications in our e-mail information systems. These systems may prevent or delay delivery of certain e-mail or form-fill communications. Please note that

information submitted to our website via a "contact us" or other similar function may not receive a response. If you expect, and yet do not receive, a timely response to a communication (whether by/from email, telephone, or otherwise) please immediately call (314) 888-1234 and inquire.

We reserve the right to terminate or limit your access to our website for a violation of these Terms of Use, for any other reason, or for no reason at all.

II. Disclaimers

A. No Guarantee of Correctness

The information found on this website is not guaranteed to be correct, complete, or current. We do not undertake to update any material in our website to reflect subsequent legal or other developments. We make no warranty, expressed or implied, about the accuracy or reliability of the information found on this website or at any other website to which this site is linked.

B. Purposes for Website

This website was created by us so that you could learn more about the legal services that we offer. This is for educational and informational purposes only. None of the information in this website is intended to constitute, nor does it constitute, legal advice, and none of the information necessarily reflects the opinions of our law firm, its attorneys or clients. Rather, the information in this website merely conveys general information related to legal issues which may be commonly encountered. We expressly disclaim all liability with respect to actions taken or not taken based upon any information or other contents of this website.

C. No Medical Advice

This website does not provide medical diagnosis or advice. The content provided on this site, such as documents, text, graphics, images, videos, or other materials, are for informational purposes only. The information is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always consult a licensed physician for diagnosis and treatment of any medical condition or for any questions you may have regarding a health concern. Never disregard professional medical advice or delay in seeking it because of something you have read or seen on this site.

D. Link to Other Websites

Links to other websites are provided for information and convenience only. We do not endorse any external websites or the people and companies they represent and we do not intent to imply any association between our firm and the third party. We do not control these third party websites and cannot represent that their policies and practices will be consistent with these Terms of Use and we do not review or warrant the contents of these third part websites. If you use any links to websites not maintained by us, you do so at your own risk.

E. No Offer – No Attorney-Client Relationship

The information found in this website is not an offer to perform services on any matter and does not propose the terms of any individual transaction. Further, the information found in this website is not intended to create, and does not create, any legal relationship between us (or any attorney) and users of this website. Viewing this website will not create an attorney-client relationship with anyone. Communicating with us through the telephone, email or a form on this website will not create an attorney-client relationship with anyone. The ONLY way to become our client is through a formal written agreement signed by both the client and our firm.

F. Not Legal Advice

Nothing herein is intended to be legal advice. The material contained on this website is general and informational in nature only and may not apply to your particular factual or legal circumstances. Users of our website content should not act on this information without seeking professional counsel. The law is different in all jurisdictions and you should rely only upon the opinions of a licensed attorney with whom you have a written representation agreement. Only then will such an attorney have a professional duty to advise you after learning the facts and applying them to the applicable law. The determination of whether you need legal services and your choice of a lawyer are very important matters that should not be based solely on websites or advertisements. Bloggers on our behalf may be compensated for their time and services.

G. No Warranties or Liability

A covered party (as defined below) shall not be liable for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees and lost profits or savings) in any way due to, resulting from, or arising in connection with this website, including its content, regardless of any negligence of any covered party.

To the extent permitted by applicable law, YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND THE COVERED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTERGATION, AND FREEDOM FROM COMPUTER VIRUSES.

WYATT WRIGHT, LLC DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THIS SITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS SITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS SITE.

HOWEVER, IN THE EVENT THAT DAMAGES ARE PERMITTED BY A TRIER OF LAW THE PARTIES CONTRACTUALLY AGREE (TO THE EXTENT PERMITTED BY LAW) THAT IN NO EVENT WILL A

COVERED PARTY'S TOTAL LIABILITY TO YOU FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH USE OF THIS WEBSITE EXCEED \$100.00.

"Covered party" means Wyatt Wright, LLC (including its parents, subsidiaries, affiliates, and other related entities), its listees, its partners, shareholders, co-counsel, and any officer, director, employee, subcontractor, attorney, agent, successor, or assign of Wyatt Wright, LLC.

H. Indemnity

By using this website you agree that you shall indemnify us from any losses or liabilities of any nature, including reasonable attorneys' fees, arising from your use of this website, or your breach of the Terms of Use. This indemnity does not apply to events arising directly from an attorney-client relationship, if any, that may be independently entered into between you and us.

I. You May Not Cause Harm to Us or Others

You are strictly liable to us and others harmed by your actions, such as (without limitation) the submitting of viruses, Trojan horses, spyware, malicious code, or other technologies that could (or do) impact the operation of our website or any computer technology owned or operated by us or another.

J. Legal and Ethical Requirements

The global marketplace is ever-changing and we try to keep up. In doing so, we have tried to comply with all legal and ethical requirements in compiling this website. We welcome comments about our compliance with any applicable rules. We do not want to represent clients based on their review of any portion of this website which does not comply with legal or ethical requirements. If any such requirements are overlooked on this website, it is unintentional. Generally speaking, as a baseline effort, we have endeavored to make this website primarily compliant with the laws of the State of Missouri.

To the extent that the professional responsibility rules of any jurisdiction require us to designate a principal office or an attorney responsible for this website, Wyatt Wright, LLC designates its office at 415 South 18th Street, Suite 102, St. Louis, Missouri 63103 (USA), and its managing partner, Wyatt Wright.

K. Laws Vary from Jurisdiction to Jurisdiction

Our lawyers are licensed to practice law only within the states or jurisdictions of Arizona, Arkansas, California, Colorado, District of Columbia, Georgia, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Dakota, Oklahoma, Pennsylvania, Tennessee, Texas, Virginia, Washington, Wisconsin, and Wyoming, but we affiliate or form relationships with lawyers throughout the United States and its territories. We may refer prospective clients to other lawyers or law firms located throughout the country, who form relationships with us, and are experienced in handling such cases. We may also undertake legal representation in certain cases, and will affiliate with other legal counsel located throughout the country to provide legal representation.

The laws of each state and jurisdiction are different. This website contains information about general or common rules that apply in some states. This website may also contain factual information about verdicts or settlements in past cases. However, you cannot assume that the same rules apply, or that the same result would occur, in your case, in your state or any particular jurisdiction.

L. Statutes of Limitation

Every jurisdiction has laws which are referred to as statutes of limitation, which create a specific time deadline beyond which no claim or lawsuit may be pursued. These deadlines, or statutes of limitation, are especially important. This means that a lawsuit filed too late may be thrown out, regardless of the defendant's fault or the severity of the injuries. In many cases claims or notices must be filed very soon following an injury to protect your rights. Only a competent lawyer with whom you have an attorney-client relationship should advise you on such matters. Because investigation and research is needed to identify all possible defendants and theories of recovery, if you have an accident or injury, you should consult a lawyer as soon as possible—if you are planning to do so.

M. State Advertising Disclosures

The hiring of a lawyer is an important decision that should not be based solely upon advertisement. No representation is made that the quality of the legal services to be performed is greater than the quality of legal service performed by other lawyers.

Contingent attorneys' fees refer only to those fees charged by attorneys for their legal services. Such fees are not permitted in all types of cases. Court costs and other additional expenses of legal action usually must be paid by the client at the settlement of the case. The percentage fee will be computed before expenses are deducted from the recovery in accordance with applicable law and rules regarding the professional conduct of attorneys.

Due to the fact that some material on this website constitutes lawyer advertising, and the fact that this website may be accessed from jurisdictions across the United States, particular disclosures may be required by the rules of some states. Accordingly, we make the following disclosures:

- **Alabama:** No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers.
- **Colorado:** Colorado does not certify attorneys as specialists in any field.
- **Florida:** The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.
- **Iowa:** The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of Iowa. **NOTICE TO THE PUBLIC:** Memberships and offices in legal fraternities and legal societies, technical and professional

licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such a lawyer is necessarily any more expert or competent than any other lawyer. All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered. This notice is required by rule of the Supreme Court of Iowa.

- **Kentucky:** THIS IS AN ADVERTISEMENT. COURT COSTS AND CASE EXPENSES WILL BE THE RESPONSIBILITY OF THE CLIENT.
- **Mississippi:** The Mississippi Supreme Court advises that a decision on legal services is important and should not be based solely on advertisements.
- **Missouri:** The choice of a lawyer is an important decision and should not be based solely upon advertisements. Neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or specialist designations. Past results afford no guarantee of future results and every case is different and must be judged on its own merits.
- **Nevada:** The State Bar of Nevada does not certify any lawyer as a specialist or expert.
- **New Jersey:** ATTORNEY ADVERTISEMENT – NOT A REFERRAL SERVICE. Before making your choice of an attorney, you should give this matter careful thought. The selection of an attorney is an important decision.
- **New Mexico:** LAWYER ADVERTISEMENT.
- **New York:** ATTORNEY ADVERTISING. Prior results do not guarantee a similar outcome.
- **North Carolina:** The case outcomes contained within this website depend upon a variety of legal, factual, and circumstantial factors unique to each case. Prior results do not guarantee a similar outcome regardless of any similarities to any other legal matter. The cases mentioned on this website are illustrative only of the types of cases the firm handles and not all cases or outcomes are provided. The firm may associate with counsel external to the firm to assist with some cases.
- **Oregon:** THIS IS AN ADVERTISEMENT.
- **Tennessee:** None of the attorneys in this firm are certified as a Civil Trial, Criminal Trial, Business Bankruptcy, Consumer Bankruptcy, Creditor's Rights, Medical Malpractice, Legal Malpractice, Accounting Malpractice, Estate Planning or Elder Law specialist by the Tennessee Commission on Continuing Legal Education and Specialization. Certification as a specialist in all other listed areas is not currently available in Tennessee.
- **Texas:** Unless otherwise stated, our attorneys are not certified in any specialty area by the Texas Board of Legal Specialization. Past results afford no guarantee of future results and every case is different and must be judged on its own merits.
- **Wyoming:** The Wyoming State Bar does not certify any lawyer as a specialist or expert. Anyone considering a lawyer should independently investigate the lawyer's credentials and ability, and not rely upon advertisements or self-proclaimed expertise.

****We will review a case in any state or jurisdiction in which: i) any of our attorneys are licensed to practice; or, ii) we have a relationship with a locally licensed attorney.****

N. Lawyer's Listings

The information in the directory of lawyers on this website is provided by the listees, who are independently regulated by their professions. We do not control the content of such listing, which are provided by the listees. Accordingly, we cannot and do not warrant the validity of the information they provide and do not guarantee the quality of their work product. A description or indication of limitation of practice by a lawyer does not mean that any agency or board has certified such lawyer as a specialist or expert in any indicated field of law practice. Neither does it mean that such lawyer is necessarily any more competent than any other lawyer.

III. InternetUsePrivacyPolicy

A. Information You Provide to Us.

We may ask you to provide us with certain categories of information, or you may otherwise provide us with information, through the websites such as: (1) personally identifiable information, which is information that could reasonably be used to identify you personally, such as your first and last name, e-mail address, home address and phone number ("Personal Information"); and (2) demographic information, such as information like your gender, your occupation or geographic information ("Demographic Information"). We may collect this information through various forms and in various places on our website, including, without limitation, the following places:

- consultation request forms, "contact us" forms, chat, or emails;
- account registration forms (if any); or
- survey participation interfaces or web blogs

Providing us with information about yourself is voluntary, but if you choose not to provide certain information you may not be able to take full advantage of all our website's features.

Any information that you provide is not secure and is done on a non-confidential basis. We make reasonable effort to protect personal information submitted by users of this website, including through the use of firewalls and other security measures on our servers. However, because no server is 100% secure, you should strongly take this into account when providing information to us.

If you are interested in having us represent you, you should call us so we can determine whether the matter is one for which we are willing or able to accept professional responsibility. We will not make this determination by electronic communication. The telephone numbers for our office are listed in this website. We reserve the right to decline any representation. We may be required to decline representation if it would create a conflict of interest with our other clients.

B. Information Gathered By Us

In addition to any Personal Information, Demographic Information, or other information that you choose to submit to us, we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact

with our website ("Usage Information"). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, browser, laptop, tablet, mobile phone or other device (a "Device") whenever you visit or interact with our website. Privacy law concepts are evolving – it is possible that some Usage Information that we deem not to personally identify you and do not treat as Personal Information will nonetheless one day be deemed "personally identifiable information" by applicable law. This Usage Information may include

- your IP address, UDID or other unique device identifier ("Device Identifier");
- whether one user has accessed the websites using multiple Devices;
- your Device functionality (including browser, operating system, hardware, mobile network information, plug-ins);
- the URL that referred you to our websites, your website browsing history, and the areas within our websites that you visit and your activities there, including remembering you and your preferences;
- your Device location and characteristics; and,
- certain other Device data, including time zone and the time of day

We may use various methods and technologies to store or collect Usage Information ("Tracking Technologies"). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

- **Cookies.** A cookie is a data file placed on a Device when it is used to visit the websites. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies are similar to Flash cookies but do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies go to www.adobe.com. Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our websites may not function properly, and that when you revisit our website your ability to limit cookies is subject to your browser settings and limitations.
- **Web Beacons.** Small graphic images or other web programming code called web beacons (also known as "web beacons", "1x1 GIFs" or "clear GIFs") may be included in our website's pages and messages. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the websites, to monitor how users navigate the websites, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.
- **Embedded Scripts.** An embedded script is programming code that is designed to collect information

about your interactions with the websites, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to our website, and is deactivated or deleted thereafter.

- **ETag, or entity tag.** An ETag is a type of identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are similar to fingerprints, and they can be quickly compared to determine if two versions of a resource are the same or not. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash and/or HTML5 cookies.

We may use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our website, including cookies required to prevent fraudulent activity, improve security or allow you to make use of certain functionality on our website.
- **Performance-Related.** We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the websites, including as part of our analytic practices or otherwise to improve the content, products or services offered through the website.
- **Functionality-Related.** We may use cookies or other Tracking Technologies to offer you enhanced functionality when accessing our website, including identifying you when you sign-in to our website or keeping track of our specified preferences, including the presentation of content on our websites.
- **Targeting-Related.** We may use Tracking Technologies to deliver content relevant to your interests on our website based upon how you interact with our content. This includes using Tracking Technologies to understand the usefulness to you of the content that has been delivered to you.

There may be other Tracking Technologies now and later devised and used by us in connection with the website. We may be collecting and tracking information about the activities in our website that you engage in to help us know what users are interested in. You agree that we may aggregate any information we collect or maintain, and that we may use such aggregated information for internal analysis or for marketing purposes. We may disclose aggregate, de-identified data (i.e. stripped of information that identifies you) to third parties in connection with such analysis and/or marketing. By using this website, you expressly consent to the collection and use of the information identified.

C. Use and Disclosure of Your Information

We may use your Personal Information (this includes your e-mail address, mailing address and telephone number), Demographic Information or Usage Information for various purposes, including, but not limited to:

- to evaluate whether to represent you (and it may be shared with other law firms for this purpose) and to provide you with legal services if you are or become a client of the Firm
- to process transactions or provide you with information such as to send you electronic newsletters,

or to provide you with special offers or promotional and marketing materials, including to let you know about new products, services or upcoming events;

- to enable you to participate in a variety of our website's features and to process your registration with our website, including verifying your information is active and valid;
- to improve our website, our marketing endeavors or our service offerings, and to customize your experience on our website (such as providing you with specific content relevant to you);
- to provide customer support and to contact you with regard to your use of our website and, in our discretion, changes to the website and/or website policies;
- for our business purposes and the business purposes of our affiliates;
- to contact you via phone, email or hard-copy mail with information about our service offerings; and,
- for purposes disclosed at the time you provide your information or as otherwise set forth herein.

We may also disclose your information to: (1) our affiliates, successors and assigns; (2) comply with applicable laws; (3) comply with and respond to governmental inquiries, including those from law enforcement; (4) comply with legal process or orders of a court; (5) protect our rights or property or those belonging to another; (6) facilitate your request for a free case evaluation; or, (7) as otherwise permitted by law.

By using this website, you acknowledge that the processing of your information for the purposes described above begins in the United States of America (USA) but may involve the transfer of such information from within the USA to countries outside the USA whose data protection regulation may not be as stringent as that within the USA.

IV. Ownership, License & Restrictions on Use

As between our firm and all users of this website, all right, title and interest (including all copyrights, trademarks and other intellectual property rights) in this website (and all previous versions) belongs to Wyatt Wright, LLC and its licensors. In addition, the names, images, pictures, logos and icons identifying our firm's products and services are proprietary marks of Wyatt Wright, LLC and/or its subsidiaries or affiliates. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

You are hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from this website provided solely for your personal, informational, non-commercial purposes, and provided you do not remove or obscure the copyright notice or other notices. Except as expressly provided above, no part of this website, including but not limited to materials retrieved therefrom and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this website be stored in any information storage and retrieval system without prior written permission from our firm.

You agree that you will not: (i) reverse engineer, decompile, disassemble, reverse assemble, or modify our website's source or object code or any software or other products, websites, or processes

accessible through any portion of our website; (v) engage in any activity that interferes with a user's access to our website or the proper operation of our website, or otherwise causes harm to our website, the Firm, or other users of our website; (vi) interfere with or circumvent any security feature of our website or any feature that restricts or enforces limitations on use of or access to our website, the; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of our website); (viii) attempt to gain unauthorized access to our website, other computer systems or networks connected to our website, through password mining or any other means; or (ix) otherwise violate these Terms of Use.

Use, duplication, or disclosure by or for the United States Government is subject to the restrictions set forth in DFARS 252.227-7013(c)(1)(ii) and FAR 52.227-19.

V. Claims of Copyright Infringement

We are committed to complying with U.S. copyright and related laws, and require all customers and users of our website to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements.

Use of trade names on our website is for identification only and does not constitute endorsement by us or license or affiliation with such trade name. In the event that you claim to be the copyright owner of any content on this website, you agree to immediately notify us of any claimed copyright infringement. You further agree to provide our copyright agent the following information as required by the DMCA, Title 17, U.S.C. § 512:

- your physical or electronic signature or that of a person authorized to act on behalf of you, the purported owner of an exclusive right that is allegedly infringed;
- identification of the copyright or work claimed to have been infringed, or a multiple copyrighted work at a single online site or covered by a single notification, or a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;
- a statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law;
- and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of you, the owner of an exclusive right that is allegedly infringed.
- Our Copyright Agent for notice of claims of copyright infringement on or relating to the websites can be reached either by:

sending an e-mail request to wyatt@wyattwright.com ;
or sending a letter via the U.S. Mail to:

Mr. Wyatt Wright, Esq. Copyright Agent
Wyatt Wright, LLC

415 S. 18th St., Ste. 102

St. Louis, Missouri 63103

We will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on our website or (ii) disable access to the work(s). We will also notify the affected customer or user of our service of the removal or disabling of access to the work(s). Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to the Firm, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to the Firm. Upon the Firm's receipt of a counter notification that satisfies the DMCA requirements, the Firm will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that the Firm will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with the Firm's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Effective Date: July 2015.

VI. Miscellaneous

A. Governing laws in case of dispute; jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Missouri, USA, without regard to any choice of law principles. Disputes arising hereunder shall be exclusively subject to the jurisdiction of the state courts of Missouri and jurisdiction and venue therefore shall rest solely in the City of St. Louis, Missouri, USA.

B. Entire Agreement; Severability; No Wavier

These Terms of Use incorporate by reference any notices contained on this website and constitute the entire agreement with respect to your access to and use of this website. If any provision of these

Terms of Use is unlawful, void or unenforceable, then that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. No failure or delay by us in enforcing these Terms of Use shall operate as a waiver, either specifically or generally, and shall in no way operate as a waiver of future breaches.

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