

**Richard Berger Law Office d/b/a Commonwealth Estate Planning
and/or www.commonwealthestateplanning.com (the “Firm”)**

“Terms & Conditions”

Please read these Terms & Conditions (“Terms & Conditions”) carefully and in their entirety before using www.commonwealthestateplanning.com (the “Site”). The Site and its content are owned by the Firm.

These Terms & Conditions are here to clearly explain, outline, and layout the rules, terms, and conditions of using, viewing, and/or browsing the Site and/or in any other way interacting in or through the Site.

By using the Site in any capacity, you voluntarily agree to these Terms & Conditions. You agree that you have read, understood, and consented to these Terms & Conditions. If you have any questions, please contact us at rkentberger@gmail.com.

You must be at least 18 years old and be able to consent to these Terms & Conditions. If you are under the age of 18, or you do not agree with these Terms & Conditions as stated herein, please STOP now and do not use this Site or its content. By using the Site, you agree to the Terms & Conditions as stated herein, regardless of whether or not you have read these Terms & Conditions.

By proceeding on the Site, you also hereby agree to the following enumerated additional Terms & Conditions:

1. Definitions:

“Company”, “We”, “I”, “Our”, or “Us” means the Firm which includes our website www.commonwealthestateplanning.com.

“Content” includes any information on www.commonwealthestateplanning.com, any of our email lists, newsletters, social media posts, blog posts, forms, webinars, website materials, and/or templates available on or through the Site.

“Personal Information” means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, personal information includes, among other things, your name, address, email address, telephone number, etc.

“You” or “Your” means the user, customer, and/or viewer of the Site.

2. Consent:

By using the Site, you implicitly and voluntarily agree to act in accordance with, and abide by, these Terms & Conditions.

By using the Site, you represent and warrant that you are at least 18 years of age. Any use of, or access to, the Site and its Content by anyone under the age of 18 is unauthorized and in direct violation of these Terms & Conditions.

3. Site Rules:

By using the Site, you hereby agree & consent not to:

- Abuse or harass any person through or on the Site.
- Post or transmit obscene, offensive, libelous, defamatory, pornographic, or abusive content, as well as content that infringes our intellectual property rights or those of another person, website, or company.
- Use the Site in any way or for any purpose which violates any law of the United States and the jurisdiction in which you use the Site.
- Post or transmit any “spam” or unwanted, unsolicited content.
- Post copyrighted materials, photographs, or content which do not belong to you.
- Promote or sell your own content, services, or products through the Site, or the content, services, or products of anyone else other than us.
- Copy, download, share, post, or transmit our intellectual property in any way that infringes on our intellectual property rights.
- Use the Site to infringe on the intellectual property rights of any other person, firm, or entity.

4. Disclaimer:

By using the Site, you understand that the information provided on this website is for general informational purposes only and does not constitute legal advice. Viewing this website does not create an attorney-client relationship between you and the Firm. You should not act or rely on any information on this website without seeking the advice of a qualified attorney. Please do not send any confidential information to us until such time as an attorney-client relationship has been established (please see our Privacy Policy for more information on this point).

5. Changes To These Terms & Conditions:

We reserve the right to change, amend, or otherwise alter these Terms & Conditions at any time without notice to you. When changes are made to these Terms & Conditions, we will update the “Updated on” date at the bottom of this page. If you do not agree with these Terms & Conditions, please do NOT use our Site.

6. Links to Third-Party or External Websites:

The Site may contain or include website URL links to third-party or external websites. Typically, these URL links are provided so that you may directly access a site that contains relevant information. Please note we are not liable for any of the information contained on or within the third-party or external websites or the security of any such sites. We are not responsible for the way they handle your personal information, whether they have a privacy policy, or any information you provide to them by visiting their website. You are responsible for reading and agreeing to, or expressing disagreement with, the external website's privacy policy or terms & conditions.

7. Intellectual Property Ownership:

The Site and its Content are intellectual property solely owned by the Firm. The Site and its Content are protected by United States copyright and trademark laws, as well as state intellectual property laws. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

8. Our Limited License to You:

You may only use the site in ways that we authorize you to. You may not use the Site in any manner that is unauthorized, improper, or in any other way against or contrary to these Terms & Conditions.

9. Your License to Us:

By commenting on the Site, or submitting documents to the Firm via contact form, email, or social media, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant us a license to use your comments or submissions in any way we see fit, as it relates to our business purposes.

10. Sharing the Site & Its Content:

You must request and receive written permission by email from rkentberger@gmail.com before sharing our Site and/or its Content (in whole or in part) for any personal or commercial purposes. Since the Site and its Content are not yours, you may not in any way imply or represent that the Site or its Content are yours or that you in any way created, caused, or contributed to the Site or its Content. You may not make any claims that you are in any way associated with the Firm.

11. No Claims Made Regarding Results:

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each client and their circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

13. DISCLAIMER - No Warrantees, Guarantees, or Representations Are Being Made:

We do not offer any warranties, of any variety, regarding the Site or guarantee the continued veracity of any representations made on (or materials provided through) the Site as reflecting current law at the time of your reading. The Site, and all Content, are offered **“AS IS”** and without warranties of any kind, neither express nor implied, to the extent permitted by law including any implied warranties of merchantability or fitness for a particular purpose.

14. Your Release of Us:

By using the Site www.commonwealthestateplanning.com you agree to release, forgive, and forever discharge the Firm its subsidiaries, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

15. Errors & Omissions:

Every effort is made to provide up-to-date accurate information both on the Site. However, due to the complexity of the issues we cover the Firm does not and cannot warrant, represent, or guarantee that such information is free from errors, accurate, or up-to-date at all times. You should do your own due diligence, research, and you should consult with a licensed attorney of your choosing to the extent you wish to guarantee to yourself that you understand the information that you are seeking.

16. ARBITRATION CLAUSE:

If you have any complaint or should any issue arise in the use of the Site, please contact us directly first by emailing Attorney Richard Berger at rkentberger@gmail.com.

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and the Firm shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator (one arbitrator) that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which may otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 25 miles of the city of Boston, Massachusetts USA.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in a state or federal court, of competent jurisdiction, in the Commonwealth of Massachusetts. The only award that can be issued to you, in any arbitration hereunder, shall be a refund of any payment that you have made to the Firm for materials you have accessed on this Site. You are not permitted to seek additional damages, including consequential or punitive damages for any use that you make of or through this Site.

17. Consent to Governing Law:

These Terms & Conditions, and any disputes arising out of it, shall be governed by the laws of the Commonwealth of Massachusetts (excluding choice of law principles) except where Federal law applies in which case Federal law will govern. Any and all arbitration hereunder shall also be so governed by Massachusetts law as stated above.

18. Consent to Jurisdiction:

You hereby irrevocably consent to the exclusive jurisdiction and venue of any Federal Court in the United States District Court for the District of Massachusetts or a state court located within the Commonwealth of Massachusetts in connection with any matter arising out of these Terms & Conditions not subject to arbitration as provided for above.

19. Consent to Service:

You hereby irrevocably agree that process may be served on you in any manner authorized by the laws of the Commonwealth of Massachusetts, and you waive any objection which you might otherwise have to service of process under the laws of the Commonwealth of Massachusetts with respect to adequacy of service, jurisdiction and/or venue.

20. Defense & Indemnification

You shall, at all times, indemnify, defend, and hold harmless the Firm and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any demands or claims (including settlements or awards) occasioned by the actual/or alleged breach of any of your obligations under these terms and conditions and/or through any acts of intentional wrongdoing or negligence by you. Indemnification shall include, and you shall pay, any and all reasonable attorney's fees and court costs incurred by the Firm to enforce this indemnification provision and to defend ourselves with respect to any such matters covered by this provision.

21. Termination of Your Use

At our sole discretion, we are permitted to terminate your use or access to the Site and/or any or all other public/facing platforms in which the Firm operates in or through.

22. Entire Agreement

Excluding our Privacy Policy, these Terms & Conditions constitute the entire agreement between you and us with respect to the subjects covered herein, and this agreement supersedes all prior or contemporaneous communications, negotiations, agreements, and proposals, whether electronic, oral, or written, between you and us with respect thereto.

23. Severability

The provisions of these Terms & Conditions are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of these Terms & Conditions are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on these Terms & Conditions as a whole or on any other paragraph, section, subsection, sentence, or clause herein, and any section deemed illegal or unenforceable shall be limited in scope to the extent in which it would be considered legal.

24. Contact

If you have any questions or concerns regarding these Terms & Conditions, you may contact us using the following information:

- Website Form: www.commonwealthstateplanning.com
- Email: Attorney Richard Berger at rkentberger@gmail.com
- Business Address: 31 Nicholas Road, Suite 3343, Framingham, MA 01701

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