**Terms of Use**

Last Modified: April 2024

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Please read the Agreement carefully.  By accessing the Website, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions set forth in the Agreement.  If you do not wish to be bound by this Agreement, you are not authorized to use the Website.

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We reserve the right to modify this Agreement at any time, and you agree that all such changes shall be effective and binding upon you upon being posted to the Website.  You agree to review the Agreement periodically to be aware of any such modifications.  For your convenience, we will indicate for you the date of any prior modifications to the Agreement after “Last Modified” above.

1.         Informational Purposes Only; No Legal Advice.  We provide the materials on the Website for general information purposes only, and these materials do not constitute legal or other professional advice.  We do not accept any responsibility for any loss that may arise from reliance on the information contained on the Website.  You agree not to act or refrain from acting based on information contained on the Website without seeking advice of counsel.  You may access and use the Website solely pursuant to the Agreement for your personal, non-commercial use.

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2.         No Attorney-Client Relationship.  No attorney-client relationship is established as a result of your use of the Website, or the transmission of any correspondence through the Website.  All such transmissions are non-confidential, subject to the terms of our Privacy Policy accessible through the footer of our homepage. We do want to hear from you by e-mail, but unless you are already a client of ours and have completed the engagement letter process, no attorney-client privilege exists and any information you e-mail to us will not be treated as privileged and confidential.  Please always exercise discretion before sending sensitive or confidential information by e-mail.

3.         Proprietary Rights.  All content contained in the Website, including but not limited to the software which operates the Website, text, graphics, photographs, articles or other materials, are the intellectual property of, or are authorized for use by, Bebchick Law.  Except as expressly permitted in this Agreement, you may not modify, copy, reproduce, display, republish, store, transmit, or distribute in any way content available on the Website without the prior written consent of Bebchick Law.

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4.         Unauthorized Use. You may not use the Website for any commercial purpose. You may not use spiders, robots or other automated data mining techniques to catalog, download, store or otherwise reproduce, store or distribute content available on the Website.  You may not take any action to interfere with the Website or any other visitor’s use of the Website, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Website. You may not send unsolicited e-mail, including promotions and/or advertising of products or services, through the Website or forge or mask your true identity in any e-mail to Bebchick Law.  You may not frame portions of the Website within another website or establish links from any other website to any page of the Website without our prior written consent.

5.         DISCLAIMER OF WARRANTIES. AS THE CONTENT OF THE WEBSITE CONTAINS GENERAL INFORMATION AND MAY NOT REFLECT CURRENT LEGAL DEVELOPMENTS, VERDICTS OR SETTLEMENTS, THE CONTENT CONTAINED ON THE WEBSITE MAY NOT BE UP-TO-DATE OR ACCURATE.  WE EXPRESSLY DISCLAIM ALL LIABILITY IN CONNECTION WITH ACTIONS TAKEN OR NOT TAKEN BASED ON ANY OR ALL OF THE CONTENT CONTAINED ON THIS WEBSITE.  THE WEBSITE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED "AS IS".  TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BEBCHICK LAW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT APPEARING ON THE WEBSITE. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BEBCHICK LAW DOES NOT WARRANT THAT WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BEBCHICK LAW SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

6.         LIMITATION OF LIABILITY.  IN NO EVENT WILL BEBCHICK LAW BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOST DATA, LOST OPPORTUNITIES OR COSTS OF COVER) UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF YOU AND US, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY BEBCHICK LAW TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS ($100).

7.         Privacy.  The terms regulating the handling of personally identifiable and other information through the Website are described in our Privacy Policy accessible through the footer of our homepage.

8.         Disputes; Venue. If there is any dispute about or involving the Website, you agree that the dispute will be governed by the internal laws of the State of New York without regard to its conflict of law provisions.  You agree to personal jurisdiction by and venue in the state and federal courts of the State of New York, City of New York and to receive service of process through certified mail or by other means sanctioned by law, and you expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

9.         Notices.  Except as otherwise stated, any notice to us shall be given to us by e-mail at [*info@bebchicklaw.com*](mailto:info@bebchicklaw.com), and any notice to you shall be given to the e-mail address that you provided us during the registration process. Notice shall be considered given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

10.       Other. The failure by Bebchick Law to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.  Any provision of this Agreement which, by its nature or express terms should survive, will survive the completion, expiration, termination or cancellation of this Agreement.  This Agreement contains the entire agreement between you and Bebchick Law regarding the use of the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.