Subscriber Agreement—ICLE Online Training

ICLE accepts subscriptions to ICLE Online Training only with the understanding that the Subscriber has read, understood, and agreed to the terms of this Subscriber Agreement. By using ICLE Online Training, you agree to be bound by the terms stated below.

- Subscriber is purchasing a subscription to an individual ICLE
 Online Training product. The initial Subscription term extends
 for 12 months from the date ICLE processes the order. ICLE
 will notify Subscriber before the initial or any renewal term
 expires. Each renewal term is for an additional 12 months. Full
 payment is due at sign-up or renewal and is nonrefundable. No
 early cancellation for refund is permitted.
- 2. A subscription to this Online Training also includes free access to MI Law Online, ICLE's Michigan primary law resource. All references to "Online Training" in this agreement include MI Law Online.
- 3. Online Training subscriptions are for individual purchase only and are nontransferable.
- Intellectual Property. ICLE Online Training is copyrighted. All
 right, title, and interest (including intellectual property rights) in
 the Online Training belongs to ICLE or its third-party
 contributors.
- 5. License.
 - In consideration of the subscription fee, ICLE grants Subscriber a nonexclusive, nontransferable, limited license to access, retrieve, and view the Online Training during the Subscription Year, to view the information retrieved on Subscriber's computer system, and to use it only for purposes of Subscriber's law practice or legal study. This license includes the right to quote and excerpt written materials from the Online Training (appropriately credited) by electronic cutting and pasting or other means in memoranda, briefs, and similar work product created by Subscriber in the regular course of Subscriber's legal research and work. Subscriber may also create printouts of reasonable, limited portions of the Online Training for internal use. Any other sharing, copying, distribution, display, reuse, or resale of the material in the Online Training is strictly prohibited.
 - b. Downloading, electronic copying, or electronic transmission of significant portions (as determined by ICLE in its sole discretion) of the Online Training is prohibited, except that use of the downloading function for forms provided with the Online Training, in the normal course of Subscriber's law practice activities is permitted.
- 6. Authorized User. ICLE will provide Subscriber with a unique user name and password, which will be the same as that issued for any permitted access to the ICLE Partnership and MI Law Online. This user name and password may be used only by Subscriber. Subscriber will not disclose, or permit others to disclose, this information to anyone else and will treat this information with the same level of care with which it treats its own confidential business information. Subscriber will promptly report any known breach to ICLE.
- 7. Subscriber consents to ICLE sending periodic e-mail notices to Subscriber. All such notices (except routine business notices) will include the right to opt out of receiving further notices.
- 8. <u>DISCLAIMER.</u> ALL SERVICES AND INFORMATION FURNISHED TO SUBSCRIBER ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. ICLE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND INFORMATION DO NOT CONSTITUTE LEGAL ADVICE, AND THEIR USE IS NOT A SUBSTITUTE FOR SUBSCRIBER'S INDEPENDENT PROFESSIONAL JUDGMENT. ICLE ASSUMES NO RESPONSIBILITY FOR PROVIDING INTERNET ACCESS.

- 9. ICLE (including ICLE's employees, officers, agents, sponsoring organizations, and contributors) is not liable for any loss, injury, claim, liability, or damage resulting from errors or omissions in any Online Training or any interruption in providing access to any Online Training. ICLE's liability in connection with any other claim shall not exceed the amount of Subscriber's 12-month subscription fee. ICLE shall not be liable for any direct, special, indirect, incidental, or consequential damages of any kind arising in connection with the use of any Online Training.
- 10. Termination; Nonrenewal. ICLE reserves the right to terminate this Agreement immediately if Subscriber materially breaches this Agreement, including but not limited to misuse of any Online Training or disclosure of Subscriber's user name and password. ICLE reserves the right to change the terms on which it offers ICLE Online Training (or to cease offering it). If Subscriber renews a subscription, this Agreement (as modified by ICLE and communicated to Subscriber before renewal) continues to govern usage of the Online Training. Subscriber's obligations under ¶5, and the terms of ¶¶7 and 8 survive any termination or nonrenewal.
- 11. This agreement is nontransferable, is governed by Michigan law, and its provisions are severable. ICLE's failure to enforce any provision does not waive further enforcement rights.

Signature	
Print name of signer and title	
Firm name	

Rev 11-10-16