

Acclaim Legal Solutions LLC ServiceLink Terms of Use Agreement

This Terms of Use Agreement is between ACCLAIM LEGAL SOLUTIONS LLC ("Acclaim Legal Solutions"), developers of Solaria and ServiceLink products and services, and you.

By accessing or using Acclaim Legal Solutions LLC ServiceLink products and services ("ServiceLink"), you agree to comply with the following terms and conditions, and any policies, guidelines or amendments thereto that may be added from time to time (collectively, this "Agreement"). We may update this Agreement in the future without notice other than posting the updated Agreement, and you will be able to find the most current version of this Agreement [here](#).

1. USE OF SERVICES

By using ServiceLink, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of ServiceLink. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify ACCLAIM LEGAL SOLUTIONS of any unauthorized use of your password or account or any other breach of security. ACCLAIM LEGAL SOLUTIONS cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. APPROPRIATE CONDUCT

You understand that all information or other materials ("content") are the sole responsibility of the person from whom such content originated. You agree that you are responsible for your own conduct and any content that you create, transmit or display while using ServiceLink services and for any consequences thereof. You agree to use ServiceLink services only for purposes that are legal, proper and in accordance with this Agreement and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts ACCLAIM LEGAL SOLUTIONS services or servers or networks connected to ServiceLink services. To report any activity or content that may violate this Agreement, please contact ACCLAIM LEGAL SOLUTIONS.

Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act and the National Information Infrastructure Protection Act. Information may also be used for authorized law enforcement investigations.

In addition to this Agreement, your use of some specific ServiceLink services is governed by the policies or guidelines specific to those services and which are specifically incorporated into this Agreement.

3. SERVICELINK PRIVACY POLICY

By using ServiceLink services, you acknowledge and agree that ACCLAIM LEGAL SOLUTIONS may access, preserve, and disclose your account information and any content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of ServiceLink, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of ServiceLink services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

For more information about our Privacy Policy, [click here](#).

4. PROPRIETARY RIGHTS

ACCLAIM LEGAL SOLUTIONS' Rights

You acknowledge and agree that ServiceLink and any necessary software used in connection with ServiceLink ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that content presented to you through ServiceLink is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by ACCLAIM LEGAL SOLUTIONS or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on ServiceLink or Software, in whole or in part except as specifically authorized in a separate written agreement.

Subject to this Agreement, ACCLAIM LEGAL SOLUTIONS grants you a personal, non-transferable and non-exclusive right and license to use the Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorized by ACCLAIM LEGAL SOLUTIONS in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to ServiceLink. You agree not to access ServiceLink by any means other than through the interface that is provided by ACCLAIM LEGAL SOLUTIONS for use in accessing ServiceLink except as specifically authorized in a separate written agreement.

Except as expressly authorized by ACCLAIM LEGAL SOLUTIONS, you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter ACCLAIM LEGAL SOLUTION LLC's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the ServiceLink or Software.

Your Rights

ACCLAIM LEGAL SOLUTIONS claims no ownership or control over any content submitted, posted or displayed by you on or through ServiceLink. You or a third-party licensor, as appropriate, retain all patent, trademark and copyright to any content you submit, post or display on or through ServiceLink and you are responsible for protecting those rights, as appropriate. ACCLAIM LEGAL SOLUTIONS reserves the right to refuse to accept, post, display or transmit any content in its sole discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any content submitted.

5. GENERAL PRACTICES REGARDING USE AND STORAGE

ACCLAIM LEGAL SOLUTIONS retains the right to create reasonable limits on your use of content, such as limits on file size, storage space, processing capacity, time frames for retention of content, and similar limitations as otherwise determined by ACCLAIM LEGAL SOLUTIONS at its sole discretion. You agree that ACCLAIM LEGAL SOLUTIONS has no responsibility or liability for the deletion or failure to store any content and other communications maintained or transmitted by ServiceLink services. ACCLAIM LEGAL SOLUTIONS may delete, as applicable, all or portions of your information upon termination of this Agreement.

6. PERSONAL NON-COMMERCIAL USE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of ServiceLink, use of ServiceLink, or access to ServiceLink except as otherwise expressly provided in this Agreement or as specifically authorized in a separate written agreement.

7. MODIFICATIONS TO SERVICE

ACCLAIM LEGAL SOLUTIONS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, ServiceLink (or any part thereof) with or without notice. You agree that ACCLAIM LEGAL SOLUTIONS shall not be liable to you or to any third party for any modification, suspension or discontinuance of ServiceLink.

8. TERMINATION

You may discontinue your use of ServiceLink at any time. You agree that ACCLAIM LEGAL SOLUTIONS may at any time and for any reason, including a period of account inactivity, terminate your access to ServiceLink, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to ServiceLink, your account or any files or other content contained in your account. Sections 8 (Termination), 10 (Indemnity), 11 (Disclaimer of Warranties), 12 (Limitations of Liability), 13 (Exclusions and Limitations) and 16 (including choice of law, severability and statute of limitations), of this Agreement, shall survive expiration or termination.

9. LINKS

ServiceLink may provide links to other World Wide Web sites or resources. ACCLAIM LEGAL SOLUTIONS may have no control over such sites and resources and you acknowledge and agree that ACCLAIM LEGAL SOLUTIONS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ACCLAIM LEGAL SOLUTIONS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. INDEMNITY

You agree to hold harmless and indemnify ACCLAIM LEGAL SOLUTIONS, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "ACCLAIM LEGAL SOLUTIONS LLC") from and against any third party claim arising from or in any way related to your use of ServiceLink services, violation of this Agreement or any other actions connected with use of ServiceLink services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, ACCLAIM LEGAL SOLUTIONS will provide you with written notice of such claim, suit or action.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your use of ServiceLink is at your sole risk. You should not submit content without maintaining a copy of such content in another location as the content may be erased, removed or corrupted at any time with no liability to ACCLAIM LEGAL SOLUTIONS. ServiceLink services are provided on an "as is" and "as available" basis.
2. ACCLAIM LEGAL SOLUTIONS does not warrant that (i) ServiceLink will meet your requirements, (ii) ServiceLink will be uninterrupted, timely, secure, or error free, (iii) The results that may be obtained from the use of ServiceLink will be accurate or reliable, (iv) The quality of any products, services, information, or other material obtained through ServiceLink will meet your expectations, and (v) Any errors in the service will be corrected.
3. ACCLAIM LEGAL SOLUTIONS provides ServiceLink as a convenience to court reporting agencies for managing their account with ACCLAIM LEGAL SOLUTIONS and accessing other services. To the maximum extent permitted by law, ACCLAIM LEGAL SOLUTIONS expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.
4. Because ACCLAIM LEGAL SOLUTIONS has no control over the materials and information submitted by ServiceLink users, ACCLAIM LEGAL SOLUTIONS makes no warranty, expressed or implied, as to the accuracy of these materials. It is solely the responsibility of the persons using the site to provide and maintain the accuracy of these materials and to monitor their use. ACCLAIM LEGAL SOLUTIONS shall not, directly or indirectly, be liable, in any way, to the user or any other person for the use of this service or any content received through this service, or for any inaccuracies, errors in or omissions from the content provided by other users.
5. No advice or information, whether oral or written, obtained by you from ACCLAIM LEGAL SOLUTIONS or through or from ServiceLink services shall create any warranty not expressly stated in this agreement.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ACCLAIM LEGAL SOLUTIONS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACCLAIM LEGAL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE SERVICELINK; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SERVICELINK SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SERVICELINK; OR (v) ANY OTHER MATTER RELATING TO SERVICELINK.

13. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 11 AND 12 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

15. NOTICE

You agree that ACCLAIM LEGAL SOLUTIONS may provide you with notices, including those regarding changes to this Agreement, by email or postal mail to Acclaim Legal Solutions LLC 708 Keenesburg Ct Fort Collins CO 80525.

16. DISPUTE RESOLUTION

ACCLAIM LEGAL SOLUTIONS is committed to resolving disputes fairly and efficiently. If you are unsatisfied with the resolution a customer service representative offers for your problem, you live in the United States, and your agreement contains an arbitration clause, you may notify us of your dispute by emailing us your dispute by email or postal mail to Acclaim Legal Solutions LLC 708 Keenesburg Ct Fort Collins CO 80525.

17. GENERAL INFORMATION

Entire Agreement. This Agreement (including any policies, guidelines or amendments that may be presented to your form time to time, such as Program Policies and Legal Notices) constitute the entire agreement between you and ACCLAIM LEGAL SOLUTIONS and govern your use of ServiceLink, superceding any prior agreements between you and ACCLAIM LEGAL SOLUTIONS for the use of ServiceLink. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other ACCLAIM LEGAL SOLUTIONS services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. This Agreement and the relationship between you and ACCLAIM LEGAL SOLUTIONS shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. You and ACCLAIM LEGAL SOLUTIONS agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Fort Collins, Colorado.

Waiver and Severability of Terms. The failure of ACCLAIM LEGAL SOLUTIONS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of ServiceLink or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in this Agreement are for convenience only and have no legal or contractual effect.

These Services are operated and provided by ACCLAIM LEGAL SOLUTIONS LLC, 708 Keenesburg Court Fort Collins, CO 80525. If you have any questions about these Terms, please **contact us**.