

Michael C. Hurley  
Continuing Legal Education Programs

TERMS & CONDITIONS

16 March 2019

1. These Terms and Conditions (sometimes hereinafter also referred to as "the contract") govern the relationship between you ("Buyer" and "you"), and Michael Hurley ("Seller") arising directly or indirectly from the sale of on-demand streaming video services ("CLE products") purchased online at or through or by accessing links posted anywhere on the website [www.mchurley.com](http://www.mchurley.com) ("the site"). These Terms and Conditions were last revised on 16 March 2019 and apply to all transactions on or after that date. Any earlier versions of these Terms and Conditions shall be furnished upon request.
2. By accessing and using the site and any page(s) and section(s) therein for the advertising, sale, and delivery of Continuing Legal Education ("CLE") products, Buyer consents to these Terms and Conditions as a legally binding contract. If Buyer does not consent to these Terms and Conditions, Buyer is not authorized to use this site or the CLE products.
3. The rights and duties of the parties to the contract shall be governed by the laws of the State of North Carolina where not superseded or preempted by any law of the United States of America, in which case the laws of the United States of America shall apply. Buyer hereby submits to the exclusive, personal jurisdiction of the courts of general justice in the State of North Carolina over all claims and controversies arising directly or indirectly from the contract or the relationship of the parties.
4. No person is allowed to use the site or purchase and use the CLE products unless he is a legally competent adult of sound mind over the age of 18 years. Use of the site or the purchase or use of the CLE products constitutes a warranty and representation that you are a legally competent adult of sound mind and over the age of 18 years and that you fully understand you are entering into a legally binding contract.
5. Buyer acknowledges and agrees that the CLE products which are sold on the site are intended for the educational use of sophisticated users with specialized knowledge, specifically attorneys authorized to practice law in the various jurisdictions of the United States of America. The CLE products do not constitute legal advice or services or a solicitation to provide legal advice or services to anyone. Neither accessing the site, nor purchasing nor using the CLE products, nor any communication between Buyer and Seller concerning the site or the CLE products, shall create an attorney-client relationship of any kind between Michael C. Hurley and Buyer or any other user of the site.
6. Except where expressly indicated in the descriptive information provided for a CLE product that the CLE product has been previously approved for CLE credit by the state bar of a particular jurisdiction (an "approved state bar"), Seller makes no representation or other warranty that the CLE products which are sold on the site

have been approved for any credit or for any specific number of hours of credit in the CLE program of any state bar. As used in these Terms and Conditions, the term "state bar" shall be deemed to include, in addition to the state bars of all states, territories, and possessions of the United States, the Washington, D.C. bar and all jurisdictions and bars of the federal courts of the United States.

7. Except where expressly indicated otherwise in the descriptive information provided for each program on the site, Seller makes no representation or other warranty that the CLE products which are sold on the site are or will be eligible or approved by any state bar for a specific category of CLE credit, including but not limited to credit in the general, mental health, ethics, or professional responsibility categories.
8. It shall be the sole responsibility of Buyer to complete a form entitled "Attorney's On-demand CLE Attendance Report" (hereinafter "verification form") or similar description accessible at a hyperlink posted on the site for the purpose of requesting a Certificate of CLE Attendance in PDF format that shall constitute proof of Buyer's program attendance for purposes of requesting credit for attendance from a state bar. It shall further be the sole responsibility of Buyer, having completed the verification form, to submit the verification form electronically to Seller by email addressed to [mike@mchurley.com](mailto:mike@mchurley.com) or by postal mail addressed to Michael C. Hurley, 411 Walnut Street, No. 13851, Green Cove Springs, FL 32043.
9. Seller shall with reasonable promptness, but in no event later than ninety (90) days after Buyer's submission of a properly completed verification form, report Buyer's CLE attendance to an approved state bar in the event Buyer has indicated on the verification form that he or she is a member of an approved state bar. As used in this paragraph of these Terms and Conditions, the term "report" shall mean submission to an approved state bar, by email or postal mail, of a communication containing the information, or attaching or enclosing a document containing the information, reported in Buyer's verification form, including Buyer's name and bar number, the number of hours attended, the date of completion, and the name and a brief description of the subject matter of the program. Seller may report Buyer's CLE attendance to an approved state bar by email or postal mail at Seller's election. A report by email shall be complete when Seller initiates the command to send the email from Seller's computer. A report by postal mail shall be complete upon Seller's deposit of the report in a properly addressed and sealed envelope in an official postal mail depository of the United Kingdom of Great Britain and Northern Ireland with sufficient postage for delivery to the addressee.
10. Seller shall have no duties under these Terms and Conditions to any person who is not a bona fide purchaser of a CLE product sold by Seller, regardless that such person may have attended the program and/or submitted a verification form. For purposes of this provision, confirmation from the Streaming Services Provider, [www.selz.com](http://www.selz.com), of Buyer's name and address shall be conclusive evidence of the identity of a bona fide purchaser.

11. Seller shall have no liability to Buyer or any third party for, and Buyer hereby expressly agrees to defend, indemnify, and hold Seller forever harmless from, all claims, demands, and causes of action, including those resulting from Seller's breach of these Terms and Conditions and/or Seller's own negligence, which may result directly or indirectly from (a) the failure or refusal of any state bar or other licensing authority to award Buyer CLE credit or the full amount of credit for any CLE product purchased by Buyer; (b) any delay in the issuance of CLE credit to Buyer by any state bar; (c) the loss or suspension of Buyer's license and privilege to practice law before any state bar by reason of Buyer's failure to demonstrate satisfactory compliance with the CLE requirements of licensure; (d) any and all fines, sanctions, penalties, costs, attorney's fees and interest incurred by Buyer for failing to report satisfactory compliance with the minimum CLE requirements of any state bar; and (e) any damages, injury, or other loss, directly or indirectly incurred by Buyer, client(s) of Buyer, and any other party through the loss of any rights, claims, causes of action or injury to person or property resulting from any loss or suspension of Buyer's license to practice law.
12. Buyer shall have the primary, sole, independent, and recurring duty regularly to inspect and monitor, on an on-going basis, Buyer's compliance with the mandatory CLE requirements of Buyer's state bar membership to ascertain whether, and ensure that, all CLE credit to which Buyer is entitled has been properly reported, received and recorded, and that the mandatory, minimum CLE requirements of Buyer's continued licensure are met and maintained without loss, suspension, forfeiture or other sanction of Buyer's right, license, and privilege to practice law.
13. Any damages to which Buyer may be entitled that are not otherwise excluded herein or subject to Buyer's obligation of indemnity are liquidated to, and shall be deemed fully and reasonably satisfied by the payment by Seller of, a refund of the exact dollar amount paid by Buyer to Seller for the CLE product(s) purchased by Buyer on the site, including any taxes and fees collected by Seller.
14. In the event Buyer is unsatisfied with the quality or value of a CLE product that Buyer has purchased from Seller, Buyer shall be entitled to a full refund, in U.S. dollars, of the amount paid by Buyer to Seller for the CLE product(s) in question, including any taxes and fees collected by Seller, provided that Buyer's request for such refund must be received by Seller no later than the thirtieth (30<sup>th</sup>) day after the date of purchase, and in any event before Seller's issuance of a Certificate of CLE attendance to Buyer, whichever is sooner. Requests for refunds may be made by email to Seller at [mike@mchurley.com](mailto:mike@mchurley.com) or by postal mail addressed to: Michael Hurley, 411 Walnut Street, No. 13851, Green Cove Springs, FL 32043.
15. By purchasing one or more CLE products on the site, Buyer consents to the collection and storage by Seller of the personal information of Buyer that Buyer has provided to Seller and/or to the Streaming Services Provider, [www.selz.com](http://www.selz.com), in connection with this transaction, as more particularly stated in the "Privacy Policy" posted on the

CLE page of the site, which policy as revised from time to time is fully incorporated herein by reference and made a part hereof, as if fully set forth herein, verbatim. Unless Buyer has specifically opted out of marketing and advertising communications at the time of sale, Buyer consents to Seller's further use of this information to contact Buyer in the future in marketing and advertising communications, subject to Buyer's right to request that Buyer be unsubscribed from such communications in the future. Seller agrees that Seller shall not sell, rent, or release to third parties, Buyer's personal information, except as is necessary to allow the Streaming Services Provider, [www.selz.com](http://www.selz.com), to provide the streaming services purchased by Buyer; provided, however, that Seller shall have no liability to Buyer or any other party by reason of the unauthorized or unlawful access of Buyer's personal data or other private information by third parties, hackers, thieves, and cyber criminals, the failure or malfunction of components of Seller's hardware and software systems, malware, computer viruses, and events and circumstances beyond the reasonable control of Seller.

16. By purchasing one or more CLE products on the site, Buyer is granted a limited license entitling Buyer to view the CLE product online in the format provided through the Streaming Services Provider, [www.selz.com](http://www.selz.com), for a limited period of time. This license authorizes the private viewing by Buyer of the CLE product. Any sharing, publication, distribution, transmission, copying, transcription, or public performance by or for the benefit of others is strictly prohibited.
17. Buyer acknowledges and agrees that the Streaming Services Provider, [www.selz.com](http://www.selz.com), through whose systems the content of the CLE program is digitally delivered online to Buyer, is not an agent, employee, partner, or joint venturer of Seller or otherwise subject to Seller's control or supervision, but an independent third party and vendor for whose acts, omissions, negligence and other culpable conduct Seller shall have no liability whatsoever to Buyer or anyone else.
18. Notices to Seller by email shall be addressed to [mike@mchurley.com](mailto:mike@mchurley.com) and shall be deemed effective upon Seller's manual email acknowledgement of receipt. Automated receipts of delivery shall not be competent evidence of delivery for this purpose. Notices to Seller by mail shall be addressed to Michael C. Hurley, 411 Walnut Street, No. 13851, Green Cove Springs, FL 32043.
19. To the extent any court of competent jurisdiction shall find any part of this agreement to be unenforceable, the remaining portions of the agreement not so found shall be deemed to be severed therefrom and shall remain in full force and effect.
20. These Terms and Conditions constitute the whole and entire agreement between Buyer and Seller may not be modified or rescinded except as agreed in writing and signed in advance by Seller.