

# Privacy & Disclaimer

## Privacy Policy

**Last Revised: October 1, 2019**

This privacy policy explains how Foster Garvey, P.C. (“**Foster Garvey**”, “**we**” or “**us**”) collects, uses and discloses information about you when you use our websites and other online services (collectively, the “**Services**”), when you attend our events, or when you otherwise interact with us as described below.

We may change this policy from time to time. If we make changes, we will revise the date at the top of this policy, and in some cases, we may provide you with additional notice (such as by adding a statement to our website homepage or by sending an email notification). We encourage you to review this policy whenever you access the Services to stay informed about our information practices and the choices available to you.

### **Information You Provide to Us**

You are not required to provide any personal information when visiting the publicly accessible pages on this website. However, we collect information you provide directly to us. For example, we collect information when you interact with us as a client or prospective or former client, send us an email, fill out a form, respond to a survey, comment on a blog, register for an event, apply for a job, interact with us on social media, enter a promotional drawing or otherwise communicate with us. The types of information we may collect include your name, postal address, email address, phone number, current occupation and business contact information, social security number, employment application information (including education and work history), social media username or handle, demographic information, preferences, state bar number and any other information you choose to provide. In addition, our website gathers certain information about our site traffic for administrative and analytical purposes. This information may include your IP address, browser type, referring and exit pages, operating system and dates/times of page views.

### **Information About Your Use of the Services**

When you access or use the Services, we automatically collect certain information about you, including:

- **Log Information:** We collect log information about your use of the Services, including your browser type and language, app version, access times, pages viewed, Internet Protocol (“**IP**”) address, approximate geographic location, and the webpage or online service you visited before navigating to the Services.

- **Device Information:** We collect information about the mobile device you use to access our mobile applications, including the hardware model, operating system and version, unique device identifiers and mobile network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information, including cookies. Cookies are small data files stored on your hard drive or in device memory that help us to, among other things, improve the Services and your experience, see which areas and features of the Services are popular and count visits. For more information, please refer to our [Cookie Policy](#).

#### **Information We Collect from Other Sources**

We may also obtain information from other sources and combine that with information we collect through the Services. For example, we may use information from LinkedIn to update information about you in our contact database.

#### **Use of Information**

We use your information to administer services and to improve the website.

Our main use of your information is to respond to requests for information from you, to ensure the efficient operation of the site, and to provide you with information that may be of interest to you or your business. We provide this information to you through the site, by e-mail or by postal mail. We may combine your personal information with that of all or a particular group of website users to prepare collective and anonymous profiles of site users and their interests or behaviors. If you have opted into receiving communications from Foster Garvey, we may provide you with marketing information we think would be of interest. You may opt out of receiving such marketing communications at any time.

Where you have provided us with your personal information to receive newsletters or other marketing communications, we will store that information until you notify us that you no longer wish to receive these communications, or we determine that the information is no longer accurate.

Where you provide us with your personal information to apply for a position with us, we will keep it on file for one year.

We may process and store information about you in the United States and other countries, which may have less protective data protection laws than the region in which you are situated.

#### **Legal basis for processing personal data**

Under the General Data Protection Regulation, the processing activities described in this document are based on contract (Art. 6(1)(b) GDPR - for information you provide in the process of applying for a position online, and alumni registration); consent (Art. 6(1)(a) GDPR - to the

extent you sign up for one of our email newsletters, and if you agree to cookies through our banner); and legitimate interest (Art. 6(1)f) GDPR), specifically our interest in promoting our services and customizing our website.

### **Sharing of Information**

We may share information about you as follows or as otherwise described in this policy:

- With the applicable state bar association, we may share your name and bar number in connection with an application for CLE credit;
- With vendors, consultants, and other service providers who are working on our behalf and need access to your information to carry out their work for us;
- In connection with, or during negotiations of, any merger, sale of our assets, financing or acquisition of all or a portion of our business to another company; and.
- In response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law or legal process, including lawful requests by public authorities to meet national security or law enforcement requirements; and
- If we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property and safety of us or any third party.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

We may, for the above purposes, transfer your information to any office of the firm. The firm's offices are located worldwide, including in the United States of America and China, which may not have similar data protection legislation as the European Economic Area.

However, for the processing of your data the firm will at all times ensure a data protection level equivalent to the one in the European Economic Area, and implement appropriate safeguards within the meaning of Art. 46 GDPR, such as standard data protection clauses, if the recipient is not located in a country considered to be ensuring an adequate level of protection within the meaning of Art. 45 GDPR. Please contact us if you have additional questions or would like to obtain a copy.

### **Links to Other Websites and Third-Party Content**

We may provide links to or embed videos hosted by third-party websites, services, and applications, such as YouTube, that are not operated or controlled by Foster Garvey. This Privacy Policy does not apply to third-party services, and we cannot take responsibility for the content, privacy policies, or practices of third-party services. We encourage you to review the privacy policies of any third-party service before providing any information to or through them. The Services may include an activity feed, social media buttons and widgets, such as the Facebook "Like" button or the "Share This" button. Your interactions with these features are

governed by the privacy policy of the third-party service that provides the feature.

#### **Data Retention**

We store the information we collect about you for as long as is necessary for the purpose(s) for which we collected it and in accordance with our legal obligations and legitimate business interests.

#### **Residents of the European Economic Area**

If you are a resident of the European Economic Area (“**EEA**”), you have certain rights and protections under applicable law regarding the processing of your personal data. The term “personal data” has the meaning given to it by the EU General Data Protection Regulation (“**GDPR**”). When we process your personal data as described in this Privacy Policy, we will only do so when we have a legitimate interest in processing your personal data (for example, our legitimate interest in providing the Services, responding to your inquiries and sending you marketing communications), when the processing is necessary for the performance of a contract between you and us (for example, to provide you with legal services), when the processing is necessary for compliance with a legal obligation to which we are subject, or when we have your consent to process your personal data. When processing is based on consent, you have the right to revoke such consent at any time. You also have the right to access personal data we hold about you and to ask that your personal data be corrected, erased, or transferred. You may also have the right to object to, or request that we restrict, certain processing. If you would like to exercise any of these rights, you may contact us as indicated below. If you have a concern about our processing of personal data that we are not able to resolve, you have the right to lodge a complaint with the data privacy authority where you reside. For contact details of your local Data Protection Authority, please see: [http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm).

#### **Our commitment to data security**

To prevent unauthorized access, improper use or disclosure, unauthorized modification or unlawful destruction or accidental loss, and to ensure the correct use of information, we employ physical, technical and administrative procedures to safeguard this website and the personal information we collect online. All of our employees and any third parties we employ to process your personal information are obliged to respect its confidentiality. However, transmission of information through the internet is not secure. Although we seek to protect your information as described above, we cannot guarantee the security of any information you transmit to the website or to us, and you transmit such information at your own risk.

#### **Promotional Communications**

You may opt out of receiving marketing or promotional emails from us by following the instructions in those emails. Please note that even if you opt out of receiving promotional emails, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

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## Contact Us

If you have any questions about this policy, please contact us at:

Foster Garvey, P.C.  
1111 Third Avenue, Suite 3000  
Seattle, WA 98101  
Telephone: 206.447.4400  
Fax: 206.447.9700  
Email: [info@foster.com](mailto:info@foster.com)

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## Terms of Use

**Last Updated: October 1, 2019**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SERVICES (DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS OR USE OUR SERVICES.

These Terms of Service (“**Terms**”) apply to your access to and use of the websites and other online products and services that are provided by Foster Garvey P.C. (“**Foster Garvey**,” “**we**,” or “**us**”) and link to these Terms (collectively, our “**Services**”).

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will update the “Last Updated” date above. Your continued use of our Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended Terms, you must stop using our Services.

If you have any questions or comments regarding our Services or these Terms, please contact us.

### 1. Privacy Policy

Please refer to our [Privacy Policy](#) for information on how we collect, use, share and otherwise process information from users of our Services.

### 2. No Legal Advice; Advertising Statement

Information made publicly available on our Services is made available for general informational purposes only, and is not intended to constitute specific legal advice or to be a substitute for advice from qualified counsel. Without limiting the foregoing, such information may not reflect

recent developments in the law, may not be complete, and may not be accurate in or applicable to your jurisdiction. You should not act or refrain from acting based on any such information without first obtaining advice from professional counsel qualified in the applicable subject matter and jurisdictions.

The representative matters and other experience included herein may date from periods before an individual lawyer joined Foster Garvey, may not contain full or complete client or entity name references, and may contain colloquial rather than client or entity-specific name references. Any representative matters and other experience included herein should not imply current or former client status. You should not rely on any information contained herein, in particular any reference to representative matters and other experience, in making any decision, taking any action or refraining from taking any action.

Portions of the Services may contain attorney advertising under the rules of some states. Prior results do not guarantee a similar outcome.

### **3. No Attorney-Client Relationship**

Foster Garvey has a policy of entering into attorney-client relationships with its clients only in accordance with certain procedures which include executing an engagement letter and addressing professional responsibility conflicts as required by the Bar Associations of the states in which Foster Garvey maintains offices. You agree that your access of the Services or receipt of the information from the Services, or your transmission of electronic mail to addresses on the Foster Garvey website, does not create an attorney-client relationship between you and Foster Garvey.

If you choose to contact Foster Garvey through this website, you should be aware that any information transmitted electronically may not be secure.

We appreciate your interest in Foster Garvey. However, unsolicited e-mails and information sent to Foster Garvey will not be considered confidential and do not create an attorney-client relationship with Foster Garvey.

If you are not an existing client of Foster Garvey, you should not transmit to Us any confidential information and the firm cannot ensure that such information transmitted to Us will be treated as confidential or will invoke an attorney-client privilege. Foster Garvey assumes no responsibility for the confidentiality or return of such information.

### **4. Authorized Jurisdictions**

Although this website may be viewed from any of the 50 United States of America and territories, as well as any country, Foster Garvey's attorneys are not authorized to practice law in every state, country, or jurisdiction. The bar memberships of our attorneys are listed in the directory of attorneys. Each Foster Garvey attorney is licensed to practice only in those jurisdictions set forth in that attorney's biography on the Foster Garvey website. Except as specifically stated, each Foster Garvey attorney is not certified (including as a specialist) by any

professional or government authority. The listing of Foster Garvey attorneys in practice groups is not intended to indicate any professional or governmental certification.

#### **5. Eligibility**

You must be at least 18 years of age to use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to “you” throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

#### **6. Intellectual Property Ownership and Limited License**

Our Services, including the text, graphics, images, photographs, videos, illustrations, information, data, software, and other content and materials contained therein (and the selection, arrangement and presentation thereof), are owned by Foster Garvey or our licensors and are protected under both U.S. and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Services for non-commercial purposes and to download and print materials from the Services for the purpose of viewing, reading and retaining such materials for reference. Any other access, use, copying, distribution, retransmission or modification of our Services, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

Other than Foster Garvey trademarks or names, all other trademarks, registered trademarks, product names, and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship or recommendation.

#### **7. Repeat Infringer Policy; Copyright Complaints**

In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that any part of our Services infringes any copyright that you own or control, you may notify our Designated Agent as follows:

Designated Agent:

Foster Garvey

Address:

1111 Third Avenue  
Suite 3000  
Seattle, WA 98101-3099

Telephone Number:

206.447.4400

E-Mail Address:

info@foster.com

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable to us for certain costs and damages.

#### **8. Third-Party Content**

We may provide information about third-party products, services, activities or events on our Services, or we may allow third parties to make their content and information available on our Services (collectively, "**Third Party Content**") as a service to those interested in this information. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. We do not control, endorse or adopt any Third-Party Content and make no representation or warranties of any kind regarding Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

#### **9. User Content and Interactive Services or Areas**

Our Services may include interactive areas or services ("**Interactive Areas**"), such as forums, interactive tools, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post, store or share content, including messages, data, information, photos, videos, applications and other materials on our Services (collectively, "**User Content**"). Except for the license you grant below, you retain all rights in and to your User Content, as between you and Foster Garvey.

You grant Foster Garvey and our affiliates a nonexclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display your User Content and



any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to our Services; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor any of the User Content posted in Interactive Areas, we may delete or remove any User Content at any time and for any reason without or without notice.

#### **10. Feedback**

Separate and apart from User Content, you may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information or materials regarding our Services (but excluding any client information) (collectively, the “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish or improve the Feedback in our sole discretion. You understand that we may treat Feedback as nonconfidential.

#### **11. Prohibited Content and Conduct**

You will not use the Foster Garvey Services in violation of any applicable law. Without limiting the foregoing, you will not use the Foster Garvey Services in connection with (a) the infringement of intellectual property rights including Foster Garvey’s rights in its marks and its articles and alerts; (b) the unauthorized transmission of unsolicited commercial electronic mail; (c) the transmission of defamatory materials; or (d) fraud. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Foster Garvey Services.

We may also, at our sole discretion, limit access to our Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether there is any repeat infringement or not. Enforcement of this Section is solely at our discretion, and failure to enforce this Section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section does not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules.

#### **12. User Accounts**

To access certain areas of our Services, you may be required to register for an account. If you register for an account, you agree to provide accurate information and promptly update this information if it changes. You must also maintain the security of your account and promptly

notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

### **13. Indemnification**

To the fullest extent permitted by applicable law, you will defend, indemnify and hold harmless Foster Garvey, our officers, directors, agents, partners, employees, independent contractors, service providers and consultants, and their respective directors, employees and agents (individually and collectively, the “**Foster Garvey Parties**”), from and against any losses, claims, damages, demands, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) (“**Claims**”) arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify the Foster Garvey Parties of any third-party Claims, cooperate with the Foster Garvey Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Foster Garvey Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Foster Garvey Parties.

### **14. Disclaimer**

Except as expressly provided in writing by us, our Services are provided “as is” and “as available” without warranties of any kind, either express or implied. We disclaim all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While we attempt to make your use of our Services safe, we cannot and do not represent or warrant that our Services or its servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Services.

### **15. Limitation of Liability**

To the fullest extent permitted by applicable law, the Foster Garvey Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, warranty or otherwise—for any special, indirect, incidental or consequential damages, or lost profits, even if we or the other Foster Garvey Parties have been advised of the possibility of such damages. In no event shall our aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to these Terms exceed the greater of any compensation you pay, if any, us for access to or use of our Services, or fifty dollars (\$50.00).

The limitations set forth in this Section will not limit or exclude liability for our or the other Foster Garvey Parties' gross negligence, fraud or intentional misconduct, or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Foster Garvey assumes no responsibility for computer viruses resulting from use of our website. Foster Garvey at its discretion may choose from time to time to link to third-party websites. Such links do not constitute an endorsement of such third-party website, nor is Foster Garvey responsible for any viruses, content or disputes resulting from your access to such third-party sites.

#### **16. Modifying and Terminating Services**

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

#### **17. Governing Law and Venue**

Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of the state of Washington, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in King County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

#### **18. Severability**

If any provision of these Terms is unlawful, void or unenforceable, that provision shall be deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

#### **19. Miscellaneous**

Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights on any other person or entity. You agree that communications and transactions between you and Foster Garvey may be conducted electronically.