



# Legal Disclaimer

**Attorney Advertising. No aspect of this website has been approved by the Supreme Court of New Jersey.**

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("TERMS") CAREFULLY BEFORE USING THIS WEB SITE ("SITE"). BY USING THIS SITE YOU AGREE THAT YOU ARE BOUND BY THESE TERMS.

## I. General

Riker Danzig Scherer Hyland & Perretti LLP (Riker) provides this Site to the general public solely for informational and non-commercial purposes. The information, content, images and other materials distributed on and through the Site and its email newsletters (collectively, the Information) is not offered as legal advice or as an offer to represent you. The Site and the Information should not be viewed as an indication of future results. Your access and use of this Site and the Information is not privileged and does not create an attorney-client relationship with Riker or any of its attorneys. Prior to using or relying upon any Information, you should seek professional advice from an attorney licensed to practice in your jurisdiction. Riker's attorneys are licensed to practice in the jurisdictions indicated in their attorney biographies. In maintaining this Site, Riker does not intend to practice law or solicit legal representation in any jurisdiction where this Site may fail to comply with such jurisdiction's laws and ethical rules (collectively, Rules). Riker is unwilling to accept representation of clients from jurisdictions where this Site does not comply with such Rules and where the client is generated through this Site. The mailing address for this Site is Riker, Danzig, Scherer, Hyland & Perretti LLP, One Speedwell Avenue, Morristown, New Jersey, 07962 Attn: Richelle Delavan. Riker reserves the right, in its sole and absolute discretion, to change these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Site following the posting of changes to these Terms will indicate your acceptance of those changes. Riker reserves the right to terminate these Terms and your access to the Site and the Information at any time, for any or no reason and in its sole and absolute discretion.

## **2. Restrictions on Use of Information**

No Information from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, performed, displayed or distributed in any way, except that you may view one copy of the Information on any single computer for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. Any other use of the Information is strictly prohibited. You will not upload any of the Information onto another site or make it accessible through any network environment. You will not use any trademarks, service marks, or trade names appearing on the Site in any manner without the prior written consent of Riker. You will not link to or frame any content contained on the Site without Riker's prior written permission.

## **3. Submissions**

You should not send any confidential, proprietary or other information to Riker or any of its attorneys or staff unless you have entered into a written agreement for the performance of legal services with our firm. You should be aware that electronic mail and the Internet are insecure methods of transmitting information. Any information sent by electronic mail or through the Internet may be viewed by third parties. If you are a client of our firm and wish to send us confidential, proprietary or other sensitive information, please contact the attorney handling your matter to discuss how to transmit such information to us.

## **4. Disclaimer of Warranties; Limitation of Liability and Limitation on Damages**

(A) The Site and the information are provided as is and without warranties of any kind whether statutory, express or implied including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement, all of which are expressly disclaimed to the maximum extent permissible by law. Riker does not warrant that access to the Site and the information will be uninterrupted, secure or error-free, that defects will be corrected, or that the Site, the information or the server that makes them available are free of viruses or other harmful components. Riker does not warrant or make any representations regarding the use or the results of the use of the Site or the information, or any other Sites, information or internet services accessible from the Site including, without limitation, any warranties or representations relating to their accuracy or reliability. The information on the Site is general in nature and may not reflect current legal developments. Riker does not undertake any obligation to update the information on the Site. Your decision to access the Site, the information and any other Sites or internet services accessible from the Site is at your own risk. You should note that other Sites and internet services may have terms and conditions that are different from these terms.

(B) Under no circumstances, including, but not limited to, negligence, shall Riker and its partners, managers, employees, agents and/or representatives be liable for any direct, indirect, special, consequential or punitive

damages that result from the use of, or the inability to use, the Site or the information, even if Riker or a Riker authorized representative has been advised of the possibility of such damages. In no event shall the aggregate liability of Riker and its partners, managers, employees, agents and/or representatives to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) relating to these Terms and your use of the Site and the information exceed \$500.

Please note that some jurisdictions may not allow the exclusion of implied warranties or the limitation of certain types of liability and damages and, as a result, some of the above exclusions and limitations may not apply to you.

## **5. Indemnity**

You agree to indemnify, defend and hold harmless Riker, its partners, managers, employees, agents and/or representatives against any and all claims, liability, losses, damages, litigation, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or relating, directly or indirectly, to your breach of these Terms and your use of the Site and the Information. Your obligations pursuant to this Section 5 will survive any termination of these Terms.

## **6. Privacy**

When you visit the Site to learn more about Riker, our computer servers may collect anonymous information such as the type of browser software and computer that you are using and the specific information that you are accessing. We may use such non-personally identifiable information for internal purposes and to help us improve the Site.

Cookies are used on our Site to maintain the correct font sizes when visitors initiate the Site's Font Size Adjustment function, and to provide consistency in a user's visit through various portions of the Site. These cookies are not used to track visits to other web sites or for any other purpose.

You may be asked to voluntarily provide personally identifiable information (PII) in certain areas of the Site. For example, you may be asked to provide PII in connection with signing up for one of our firm's electronic newsletters or registering for a firm event. We will use the PII for the reasons you have provided it, in connection with Riker's marketing activities and to improve the Site. We will not disclose your PII to any third party other than our service providers that are involved with providing the services you have requested.

We may also disclose your PII if we believe that we are required to do so by law, legal process or other authority. Your PII may also be transferred to a third party in the event that Riker merges with, acquires or is sold to another firm.

This Site is intended for use by adults. If you are under 18, please have your parent or legal guardian contact us prior to sending or submitting any of your PII.

If you would like us to cease use of your PII, please contact us in writing at the address provided above. We will cease use of your PII as soon as it is practicable for us to do so. If you would like to be removed from our email newsletters, please follow the instructions provided at the bottom of such newsletters.

## 7. Awards and Honors Methodology

Riker Danzig and Riker Danzig attorneys are honored to have been recognized with various awards. For a description of the standard or methodology on which each award or honor is based, please go to the below links to "Ranking Methodology" for each of the publications and organizations which have included Riker Danzig in their rankings or awards.

- Best Lawyers®, Best Lawyers in America® [Ranking Methodology](#)
- Best Law Firms, U.S.News – Best Lawyers [Ranking Methodology](#)
- BTI Client Service All-Stars, BTI Consulting Group [Ranking Methodology](#)
- Chambers USA®, Chambers & Partners [Ranking Methodology](#)
- Client Choice Awards, Lexology [Ranking Methodology](#)
- The Legal 500 [Ranking Methodology](#)
- Martindale-Hubbell®, AV Ratings, Peer Review Ratings, LexisNexis [Ranking Methodology](#)
- New Jersey Law Journal®, "New Leaders of the Bar" formerly known as "40 Under 40," ALM [Ranking Methodology](#)
- Power 50 in Banking, NJBIZ [Ranking Methodology](#)
- Super Lawyers®, Super Lawyers Rising Stars, Thomson Reuters [Ranking Methodology](#)
- Who's Who Legal, Law Business Research Limited [Ranking Methodology](#)
- *New Jersey Law Journal's* "Litigation Department of the Year" and "Jersey Dealmakers of the Year." The publishers of the *New Jersey Law Journal*, an ALM company, holds an annual contest to recognize New Jersey's top legal practices. Any law firm with a New Jersey presence is eligible to participate by submitting a comprehensive nomination form. The selections are made based on recent litigation/transactional results, ongoing experience, and client references.
- *Law360* "New Jersey Powerhouse" Law Firm. Winning firms were identified by *Law360* following

submissions of significant litigation wins, transactions and projects handled within the previous 12 months. *Law360* reviewed all submissions and selected four firms for its New Jersey Powerhouse series, identifying “standout” firms with a “strong regional presence,” “stellar reputations,” and “victories in both courtrooms and the marketplace.”

## 8. Other

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in the State of New Jersey (including, without limitation, the Superior Court of New Jersey - Morris County), and you consent to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action. You agree that any claim or cause of action arising out of or related to these Terms, your use of this Site or the information must be filed within one (1) year after such claim or cause of action arose or forever be barred. If any provision of these terms shall be unenforceable for any reason, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to your access to the Site, and supersedes any prior agreement or understanding other than a written retainer agreement you have with the firm (if any). These Terms shall not be modified except as provided herein.

Headquarters Plaza, One Speedwell Avenue, Morristown, New Jersey 07962-1981 • t: 973.538.0800 f: 973.538.1984

50 West State Street, Suite 1010, Trenton, New Jersey 08608-1220 • t: 609.396.2121 f: 609.396.4578

500 Fifth Avenue, New York, New York 10110 • t: 212.302.6574 f: 212.302.6628

399 Knollwood Road, Suite 201, White Plains, NY 10603 • t: 914.539.3360 f: 914.539.3361

1200 Summer Street, Suite 201C, Stamford, CT 06905 • t: 203.326.6740 f: 914.539.3361

[www.riker.com](http://www.riker.com)