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

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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." The publishers of the *New Jersey Law Journal*, an ALM company, held a contest to recognize New Jersey's top general litigation practice. Any law firm with a New Jersey presence was eligible to participate by submitting a comprehensive nomination form. The selection was made based on recent litigation results, ongoing litigation 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.