

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

TODD JANSON, GERALD T. ARDREY, CHAD M.
FERRELL, and C & J REMODELING LLC, on behalf of
themselves and on behalf of all others similarly situated,

Plaintiffs,

v.

LEGALZOOM.COM, INC.,

Defendant.

Case No. 2:10-cv-04018-NKL

**DECLARATION OF EDWARD R. HARTMAN IN SUPPORT OF
DEFENDANT LEGALZOOM.COM, INC.'S MOTION FOR SUMMARY JUDGMENT**

I, Edward R. Hartman, declare and state as follows:

1. I am over 21 years of age. I submit this Declaration in support of the Motion for Summary Judgment of Defendant LegalZoom.com, Inc. ("LegalZoom"). If called upon to do so, I am competent to and would testify to the matters set forth herein, of which I have personal knowledge.

2. I am currently employed by LegalZoom.com, Inc. ("LegalZoom") as Chief Strategy Officer.

3. LegalZoom is a privately held corporation incorporated under Delaware law with its principal place of business in California. LegalZoom was founded in 2000 and has provided its services continually throughout the United States for over ten years.

4. LegalZoom provides an online platform for customers to select and create their own legal documents.

5. LegalZoom's website offers blank legal forms that customers may download, print, and fill in themselves.

6. Among the blank legal forms customers may download from the LegalZoom website are affidavits, bills of sale, letters, releases, promissory notes, and various types of agreements. A list of these forms taken from the LegalZoom website is attached as Exhibit 1.

7. LegalZoom's website also provides an internet portal where customers may select and create their own legal documents online.

8. Among the legal documents customers may create on the LegalZoom website are business formation documents, estate planning documents, pet protection agreements, and copyright, trademark, and patent applications.

9. Whether downloading blank legal forms or in creating their own legal documents online, customers select the document they deem to be suitable to their needs.

10. LegalZoom does not recommend or select documents for customers.

11. The blank legal forms available for downloading from LegalZoom's website were drafted by licensed attorneys or are form legal documents published by government agencies.

12. The templates for the documents customers create using the LegalZoom website were created by licensed attorneys to apply to common consumer and business situations.

13. After selecting a document, the customer enters answers to questions *via* a "branching intake mechanism," or decision tree, called a questionnaire.

14. Customers type in answers to the questions contained in the online questionnaire.

15. In some cases, customers select an alternative from a list of choices or checkboxes.

16. The branching mechanism skips questions for sections of the questionnaire that are inapplicable based on the customer's prior answers. For example, the questionnaire for a last will asks if the customer has children; if the customer's answer is "no," questions about the customer's children are skipped and the customer is taken to a different next question than if the customer's answer had been "yes."

17. The online questionnaire process is fully automated.

18. Customers have no required human interaction with any LegalZoom employee in the questionnaire process.

19. No LegalZoom employee monitors the customer's answers to the questionnaire questions.

20. No LegalZoom employee offers or gives personal guidance on answering the questions.

21. No LegalZoom employee exercises any form of legal judgment based on the customer's specific facts.

22. After the customer has completed the online questionnaire process, the software automatically creates a completed data file containing the customer's responses.

23. A LegalZoom employee then reviews that data file. This review is only for completeness, spelling and grammar errors, and consistency of names, addresses and other factual information. If the employee spots a factual error or inconsistency, the customer is contacted and may choose to correct or clarify the answer.

24. LegalZoom's document generation software then automatically enters the information provided by the customer into the blanks in the document chosen by the customer.

25. The software also removes sections of the template that are inapplicable based on the customer's answers to the questionnaire. For instance, if a customer responding to the online questionnaire for a last will has answered that she has no children, no provisions for bequests to children are included in the final document.

26. Customers have no human interaction with any LegalZoom employee during the automated process in which the software fills in the blanks on a template.

27. All information entered by a customer (other than payment and shipping information) is used by the software to fill in the blanks in the document chosen by the customer; the software does not edit or select from the information entered by the customer.

28. After the customer's data has been automatically input into the template, a LegalZoom employee reviews the final document for quality in formatting — *e.g.*, correcting word processing “widows,” “orphans,” page breaks, and the like.

29. The employee then prints and ships the final, unsigned document to the customer. In rare cases, upon request, the document is emailed to the customer.

30. All Missouri customers who select a given document and provide the same information will receive an identical final product.

31. After receiving the document, the customer may review, sign, execute and use the final document at his convenience. The customer may take the unexecuted document to an attorney for review or may choose not to use the document at all.

32. Under LegalZoom's refund policy, customers can obtain a full refund (less charges paid to third parties for filing fees or other costs) for 60 days after their transaction if they are not satisfied.

33. Limited customer service is available to LegalZoom customers by email and telephone. Only a small percentage of LegalZoom customers request customer service other than to check an order's status.

34. LegalZoom customer service representatives are specifically prohibited from suggesting or recommending any particular legal form or document for a customer, and they are specifically prohibited from giving customers any legal advice.

35. All LegalZoom customer service representatives receive extensive training concerning the company's strict policy against providing legal advice and are regularly instructed not to recommend forms or documents or give legal advice.

36. Customer service representatives are repeatedly informed that giving legal advice to a customer will result in dismissal. They are also informed that even approaching giving legal advice to a customer will result in discipline up to and including dismissal.

37. LegalZoom provides lifetime support to customers after they create their documents, including access to the website to revise documents or providing replacements for lost copies.

38. The LegalZoom website contains general information about the law that is accessible to consumers.

39. This general information is of the sort that may be found in books available in bookstores or libraries, or on other websites.

40. Every page on the LegalZoom website contains the following disclaimer:

Disclaimer: The information provided in this site is not legal advice, but general information on legal issues commonly encountered. LegalZoom is not a law firm and is not a substitute for an attorney or law firm. Communications between you and LegalZoom are protected by our Privacy Policy, but are not protected by the attorney-client privilege or

work product doctrine. LegalZoom cannot provide legal advice and can only provide self-help services at your specific direction.

41. The “Terms of Service” on LegalZoom’s website, to which customers must specifically agree before completing their purchases, contains the following disclaimers:

I understand and agree that LegalZoom is not a law firm or an attorney and may not perform services performed by an attorney. Rather, I am representing myself in this legal matter. No attorney-client privilege is created with LegalZoom.

If, prior to my purchase, I believe that LegalZoom gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.

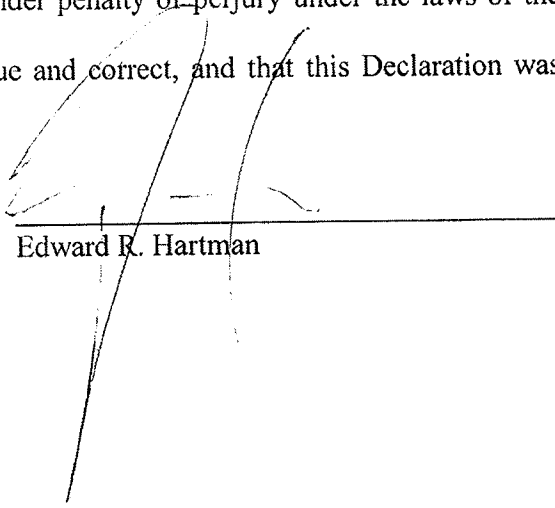
I UNDERSTAND THAT LEGALZOOM'S REVIEW OF MY ANSWERS IS LIMITED TO COMPLETENESS, SPELLING, AND GRAMMAR, AND FOR INTERNAL CONSISTENCY OF NAMES, ADDRESSES, AND THE LIKE. I WILL READ THE FINAL DOCUMENT(S) BEFORE SIGNING IT AND AGREE TO BE SOLELY RESPONSIBLE FOR THE FINAL DOCUMENT(S). I WILL HOLD LEGALZOOM AND ITS AGENTS HARMLESS. IF THERE IS LIABILITY FOUND ON THE PART OF LEGALZOOM, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, EXCEPT FOR THE VAULT SERVICE WHICH IS LIMITED AS DESCRIBED BELOW, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By proceeding with my purchase, I agree to these Terms of Service.

A copy of the Terms of Service page from the LegalZoom website is attached as Exhibit 2 (emphasis and capitalization on original webpage).

42. LegalZoom surveys every customer who completes a transaction on the LegalZoom website. Ninety-four percent (94%) of respondents say they would recommend LegalZoom to friends and family.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on April 7, 2011.



Edward R. Hartman



Contact Us | Check Order Status | My Account

Speak to a Customer Care Specialist: (800) 773-0888



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- ▶ Browse the available forms, click on a Form title and click "Go", to purchase the Form.
- ▶ Follow the prompts to download the PDF Guide and Form immediately after purchase.
- ▶ Read the guidelines to properly execute the Form for your specific needs.

Click a category below to find the legal form you need.

WHY LEGALZOOM FORMS?

- ✓ Get professional documents crafted by top attorneys
- ✓ Download your forms in seconds and use them immediately
- ✓ Includes quick and easy detailed instructions



PROMISSORY NOTE COMPARISON GUIDE

Click here to download our comparison guide.

| | |
|----------------------------|---|
| AFFIDAVITS | Academic Letter of Recommendation |
| BILLS OF SALE | Acknowledgement of Customer Complaint |
| BUSINESS | Adverse Action Disclosure Letters |
| ENTERTAINMENT | Affidavit of Lost Promissory Note |
| EVENT PLANNING | Affidavit of Lost Promissory Note and Indemnity Agreement |
| HOUSEHOLD | Affidavit of Lost Stock Certificate |
| HUMAN RESOURCES/EMPLOYMENT | Affidavit of Lost Stock Certificate and Indemnity Agreement |
| INTELLECTUAL PROPERTY | Agency Agreement |
| INTERNET/TECHNOLOGY | Amendment of Agreement |
| LANDLORD/ TENANT | Applicant Rejection Letter |
| LENDING | Arbitration Agreement |
| NON-DISCLOSURE AGREEMENTS | Artwork Release |
| PROMISSORY NOTES | Assignment of Agreement |
| RETAIL | Assignment of Commercial Lease |
| SERVICE RELATED AGREEMENTS | Assignment of Residential Lease |
| ALL FORMS | Bill of Sale - Automobile |
| | Bill of Sale - Automobile with Promissory Note |
| | Bill of Sale - Boat with Warranty |
| | Bill of Sale - Cat |

Exhibit 1 to Hartman Declaration

| |
|---|
| Bill of Sale - Dog |
| Bill of Sale - Quitclaim |
| Bill of Sale with Warranty |
| Breach of Contract Notice |
| Business Letter of Recommendation |
| Business Plan Non-Disclosure Agreement |
| California General Affidavit |
| California Partial Release and Waiver of Liens (Conditional) |
| California Partial Release and Waiver of Liens (Unconditional) |
| California Release and Waiver of Liens on Full Payment (Conditional) |
| California Release and Waiver of Liens on Full Payment (Unconditional) |
| Catering Services Agreement |
| Certification of Cease and Desist |
| Cohabitation Agreement |
| Commercial Rent Application |
| Consent to Drug Testing |
| Consignment Agreement |
| Consulting Services Agreement |
| Continuing Guaranty (Limited Amount) |
| Continuing Guaranty (Unlimited Amount) |
| Copyright Assignment |
| Copyright License Agreement (Artwork) |
| Copyright License Agreement (Written Work) |
| Debt Settlement Agreement |
| Demand for Full Payment on Installment Promissory Note |
| Demand for Payment on Demand Promissory Note |
| Direct Deposit Authorization |
| Distribution Agreement (Commission-Based) |
| Dog Walking Agreement |
| Domain Name Assignment |
| Domain Name Cease and Desist Letter |
| Earnest Money Promissory Note |
| Employee Absence Report and Summary |

Employee Agreement

Employee Cell Phone Policy

Employee Handbook Acknowledgment

Employee Internet Policy

Employee Non-Disclosure Agreement

Employee Review

Employee Separation Checklist

Employee Termination Letter

Employee Written Warning

Employment and Salary Verification Form

Employment Application

Employment Offer Letter

Equipment Lease Agreement

Exclusive Purchasing Agency Agreement

Exclusive Sales Representative Agreement

Extension of Agreement

Final Invoice

Florida General Affidavit

General Agreement

General Contractor Agreement

General Contractor Agreement (Cost Plus Fee)

Illinois General Affidavit

Independent Contractor Agreement

Independent Contractor Application

Independent Contractor Unilateral Non-Disclosure Agreement

Intellectual Property Assignment

Job Acceptance Letter

Job Offer Rejection Letter

Joint Venture Agreement Amendments

Land Co-Ownership Agreement

Landlord Consent to Assignment

Landlord Consent to Sublease

Landlord Welcome Letter

Landlord's Letter Returning Security Deposit

Late Payment Collection Letter

Lead Warning and Disclosure Statement

Letter of Intent for Business Transaction

Letter of Resignation

Location Release

Management Services Agreement

Model Release for Adults

Model Release for Minors

Motorcycle Bill of Sale

Move-In, Move-Out Checklist

Mutual Non-Disclosure Agreement

Mutual Rescission of Contract and Release

Non-Exclusive Purchasing Agency Agreement

Non-Exclusive Sales Representative Agreement

Notice of Default on Installment Promissory Note

Notice of Dissolution of Partnership (Debtors and Creditors)

Notice to Pay Rent or Quit

Online Advertising Agreement

Partnership Dissolution Agreement

Patent Application Assignment

Patent Assignment

Performance Agreement

Permission to Reprint Published Material

Permission to Reproduce Images

Personal Management Agreement

Pet Custody Agreement

Pet Sitting Agreement

Photography Services Agreement

Product Supply Agreement

Promissory Note (secured - amortized payments)

Promissory Note (secured - demand)

Promissory Note (secured - installment with balloon final payment)

Promissory Note (secured - interest only with balloon final payment)

Promissory Note (secured - lump-sum payment)

Promissory Note (unsecured - amortized payments)

| |
|--|
| Promissory Note (unsecured - demand) |
| Promissory Note (unsecured - installment w balloon final payment) |
| Promissory Note (unsecured - interest only with balloon final payment) |
| Promissory Note (unsecured - lump-sum payment) |
| Property Management Agreement |
| Purchase Receipt |
| Release and Authorization to Use Voice and/or Likeness |
| Release of Credit Information (Employee) |
| Release of Information (Employee) |
| Release of Promissory Note |
| Rent Receipt |
| Request for Permission to Reprint Published Material |
| Request for Permission to Reproduce Images |
| Research and Development Agreement |
| Residential Rent Application |
| Returned Check Notice |
| Sale of Goods Agreement |
| Screenplay Collaboration Agreement |
| Security Agreement |
| Software Distribution Agreement |
| Specific Guaranty |
| Sponsorship Agreement |
| Sponsorship Commitment |
| Sponsorship Fee Invoice |
| Sponsorship Solicitation Letter |
| Sublease of Residential Lease (with Landlord Consent) |
| Submission Release |
| Talent Release for Adults |
| Talent Release for Minors |
| Termination of Agreement and Release (General) |
| Termination of Lease |
| Texas General Affidavit |
| Trademark Assignment |

- [Trademark Cease and Desist](#)

- [Trademark License Agreement](#)

- [Unilateral Non-Disclosure Agreement](#)

- [Videography Services Agreement](#)

- [Waiver of Default \(Loan\)](#)

- [Website Affiliate Agreement](#)

- [Website Development Agreement](#)

- [Website Hosting Agreement](#)

- [Website Maintenance Agreement](#)

- [Wedding Planning Services Agreement](#)

- [Whistleblower Protection Policy](#)

- [Work Made for Hire Agreement](#)

- [Workplace Injury and Illness Incident Report](#)

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LegalZoom Terms of Service

1. **I understand and agree that LegalZoom is not a law firm or an attorney and may not perform services performed by an attorney. Rather, I am representing myself in this legal matter. No attorney-client relationship or privilege is created with LegalZoom.**
2. If, prior to my purchase, I believe that LegalZoom gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.
3. LegalZoom exists solely within the County of Los Angeles in the State of California. I agree that regardless of where I reside or where my browser is physically located, my viewing and use of LegalZoom occurs solely within the County of Los Angeles in the State of California, and that all content and services shall be deemed to be served from, and performed wholly within, Los Angeles, California, as if I had physically traveled there to obtain such service. I agree that California law shall govern any disputes arising from my use of this website, and that the courts of the County of Los Angeles, State of California, shall have exclusive jurisdiction over any disputes.
4. I UNDERSTAND THAT LEGALZOOM'S REVIEW OF MY ANSWERS IS LIMITED TO COMPLETENESS, SPELLING, AND GRAMMAR, AND FOR INTERNAL CONSISTENCY OF NAMES, ADDRESSES, AND THE LIKE. I WILL READ THE FINAL DOCUMENT(S) BEFORE SIGNING IT AND AGREE TO BE SOLELY RESPONSIBLE FOR THE FINAL DOCUMENT(S). I WILL HOLD LEGALZOOM AND ITS AGENTS HARMLESS. IF THERE IS LIABILITY FOUND ON THE PART OF LEGALZOOM, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, EXCEPT FOR THE VAULT SERVICE WHICH IS LIMITED AS DESCRIBED BELOW, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
5. I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and in agreeing to these Terms of Service, I acknowledge that I have read and agree to those [Terms of Use](#), which are incorporated herein by reference.
6. **Corporate Center/Subscription Services.** I understand that LegalZoom's subscription services and Corporate Center, including, but not limited to, the Registered Agent Services, Minutes Manager, and Compliance Calendar, are subject to [supplemental terms of service](#). If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.
7. **Vault Document Storage Service.** For purchasers of LegalZoom's Vault Document Storage Service ("Vault Service"), LegalZoom provides secure storage for copies of executed LegalZoom estate planning documents (each a "Vault Document"). The Vault Service is available to customers only in conjunction with the purchase of certain additional LegalZoom products, services, and/or plans. Do not send your original documents (each an "Original Document"). Customers using the Vault Service are encouraged to retain their Original Documents and provide LegalZoom with copies of Original Documents as Vault Documents. Customers should preserve Original Documents in a secure and safe location. The Vault Service is intended to provide a record of, and not to serve as a repository for, Original Documents. LegalZoom will not accept Original Documents as Vault Documents and, if apparent, will make reasonable efforts to return Original Documents received to you; provided, however, that if an Original Document is submitted and retained as part of the Vault Service, it will be

Exhibit 2 to Hartman Declaration

deemed a copy and preserved as a Vault Document.

1. **Reservation of Rights.** LegalZoom reserves the right to store Vault Documents in any format, including hard and/or electronic copies. If you provide LegalZoom with a hard copy Vault Document, you acknowledge that LegalZoom may create an electronic copy of such Vault Document and destroy the hard copy. References to "photocopy" and "copy" in these Terms of Service and other LegalZoom materials, including without limitation the Site, emails, letters, guides, and brochures, do not imply that LegalZoom retains hard copies of Vault Documents. The terms "photocopy," "copy," and "electronic copy" are used interchangeably throughout these Terms of Service.
2. **Limitation of Damages.** LEGALZOOM'S MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE VAULT SERVICES, AND IN NO EVENT SHALL BE GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. **Installment Plan.**

1. **Qualification.** The LegalZoom Installment Plan (the "Installment Plan") is available as a purchase option for certain LegalZoom products priced at \$200 or more.
2. **Billing.** By opting into the Installment Plan, I am agreeing to make an initial payment (the "Initial Installment Payment") immediately when I place my order. I hereby authorize LegalZoom to charge my credit card for two additional installments on approximately, but not before, the first and second month anniversaries (each an "Installment Billing Date") of the Initial Installment Payment. If my purchase date is on the 29th through 31st day of any month, an Installment Billing Date for months with fewer days will fall on the last day of the month. Each payment will be of the same amount, except that if the total purchase price does not divide evenly into three parts, my final installment payment will include all outstanding amounts. I understand that I may pay my outstanding balance at any time without incurring additional charges.
3. **Default.** If my credit card is declined, I agree that LegalZoom may make a second attempt to bill that card three (3) days after that first attempt. If the second attempt to bill my card is unsuccessful, I agree that a third attempt to bill that card may be made three (3) days after the second attempt. If I remain in default on the second payment when the third payment is due, I authorize LegalZoom to charge both the second and third payment amounts to my credit card. If three attempts to charge my card are unsuccessful and my account balance remains unpaid, I understand that LegalZoom may report information about my account to credit bureaus, and that late payments, missed payments, and other defaults may be reflected in my credit report. I understand that LegalZoom may restrict my ability to purchase other LegalZoom products if I am delinquent on any payment. I understand that LegalZoom may make efforts to collect a delinquent payment. I understand that if I believe LegalZoom has reported inaccurate information to a consumer reporting agency, I may call the LegalZoom Customer Care Center at (800) 773-0888 and LegalZoom will investigate the matter. I understand that LegalZoom may accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without limiting any of its rights under these Terms of Service.
4. **Store Credit.** I understand that if I have a LegalZoom store credit, the amount of that store credit will be deducted from my total purchase price before installment payment amounts are calculated. Store credit will not count against the \$200 minimum purchase price per product. If I want to apply a store credit issued after my enrollment in the Installment Plan, I may do so by calling the LegalZoom Customer Care Center at (800) 773-0888.
5. **Notice of Automatic Billing.** LegalZoom may send a reminder email to the email address of record for my account before my Installment Billing Dates. I acknowledge and agree that this notice is provided as a courtesy only, and LegalZoom is not obligated or required to provide such notice. I acknowledge and agree that my failure to read or inability to receive the email

does not create any liability on the part of LegalZoom or any third-party service provider.

6. **Disputed Charges.** I understand that if I dispute a charge to my credit card, I should call the LegalZoom Customer Care Center immediately at (800) 773-0888 and LegalZoom will investigate the matter.
7. **Account Information.** I agree to notify LegalZoom immediately of any changes to my credit card number, its expiration date, and/or my billing address, or if my credit card expires or is cancelled for any reason. I understand that if my failure to provide LegalZoom with accurate, complete, and current information results in delinquent payments, LegalZoom may restrict my ability to purchase other LegalZoom products, report information about this delinquency to credit bureaus, and/or pursue further collection efforts.
9. My purchase grants me a limited license to LegalZoom's LegalZip software to create my own legal documents. I understand that, other than as required by applicable law, I shall have no right to cancel, request a cash refund or obtain store credit for any undelivered order after 120 days have elapsed from the purchase date unless LegalZoom is at fault. All itemization of fees shall have no meaning and are only displayed for convenience. Delivered orders shall be governed by our Guarantee Policy. Both parties acknowledge that LegalZoom is out of pocket time and money for undertaking the work and both parties fully intend to complete the order. Abandoned orders will result in liquidated damages equal to the amount paid to LegalZoom for reimbursement of our commitment to service this order.
10. I understand that I may request an exchange of one product for a different product and complete a replacement order within 60 days of my purchase. The purchase price of the original item, less any filing fees, taxes or other third-party costs, will be credited to my LegalZoom account. Any price difference between the original order and the replacement order or, if a replacement order is not completed within 60 days of purchase, the full original purchase price (in each case less any filing fees, taxes or other third-party costs) will be credited to my original form of payment. If I paid for my original order by check, I understand that LegalZoom will mail a check for the applicable amount to my billing address.
11. Except as otherwise noted, filing and recording fees include all mandatory or applicable federal, state, county and local administrative fees and may also include publishing, name check, handling and LegalZoom or third party processing fees.

Trademark Filing Fee: The \$325 standard government filing fee for trademarks consists of the standard government TEAS electronic filing fee of \$325. If the stricter "TEAS Plus" system can be used for your application, LegalZoom will use this system. The TEAS Plus system streamlines the USPTO review process and has a lower filing fee of \$275, but requires additional LegalZoom labor to process. If we are able to use the TEAS Plus system for your application, LegalZoom will still charge \$325, of which \$275 will be allocated to the USPTO fee and \$50 to a LegalZoom processing fee.

12. LegalZoom Trademark Search

Each LegalZoom trademark search includes information about "active" federal trademarks (i.e., those displaying a status of "LIVE" "PENDING," "PENDING – INITIALIZED," "PENDING - PASSED BY EXAMINER," "PUBLISHED FOR OPPOSITION," "ALLOWED - INTENT TO USE," "PENDING – SUSPENDED," or "REGISTERED") as available in the US Patent and Trademark Office (USPTO) website database at the time the search is conducted. A LegalZoom trademark search does not include information about "inactive" trademarks (i.e., those displaying a status of "DEAD," "ABANDONED," "ABANDONED - MISASSIGNED SERIAL NUMBER," "ABANDONED - NO STATEMENT OF USE," "ABANDONED – VOLUNTARY," "CANCELLED," "CANCELLED - SEC. 8," "CANCELLED - SEC. 18," or "EXPIRED"). Active trademarks are those either currently pending or registered and presumed up-to-date with the USPTO, and can be used as a bar to a new trademark registration. Generally, inactive marks will not be used to bar a new trademark registration, although an abandoned application can be revived under certain circumstances. Moreover, an individual may claim common law rights because of its commercial use of a trademark. Without limitation, LegalZoom accepts no responsibility or liability for any impact that any inactive application or registration, or common law use, may have on your registration or trademark.

LegalZoom strives to provide customers with the most thorough and up-to-date search results through the best available technology and trained search specialists. Accordingly, we take all reasonable steps to ensure that the accuracy and completeness of our searches is the best possible using our resources, including existing databases and personnel. For due diligence purposes, trademark customers should thoroughly examine the search report and review to ensure that they are satisfactory and accurate before making any decisions regarding their trademark(s).

13. LegalZoom uses a variety of carriers for each shipping option and will choose a delivery method for the shipping option and address I designate. If I select Overnight Delivery or Two-Day Delivery, I agree that LegalZoom may use air or ground shipping as necessary to get my items to me within the promised time frame. The shipping fee indicated does not necessarily represent the actual amount paid by LegalZoom to the carrier chosen for the delivery of my order. It may include, in addition to the fees paid to the carrier, LegalZoom or third party handling and processing fees.
14. LegalZoom shall not be considered in breach of or default under these Terms of Service or any contract with you, and shall not be liable to you for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than sixty (60) days in the aggregate, LegalZoom may immediately terminate these Terms of Service and shall have no liability to you for or as a result of any such termination.
15. By proceeding with my purchase, I agree to these Terms of Service.