

# PURITAN FAUST PRIVACY POLICY

## Privacy Statement

Because our Site permits individuals to submit email, we have developed this Privacy Statement to inform Site visitors of our policies and practices regarding such information. At some places on the Site, the use of a "cookie" may be offered. Most browsers now recognize when a "cookie" is offered, and permits the user to opt out of receiving it. If you are not sure whether your browser has this capability, you should check with the software manufacturer or your internet service provider. "Cookies" are used on the Firm Site to facilitate use of an area of the Site. We do not use "cookies" to collect and distribute information to third parties for marketing purposes.

## Electronic Correspondence to the Firm and Affiliated Servers

Opportunities to send email or to subscribe to email distribution lists through the Site are provided solely to let individuals send comments and communications to use and to request information from us, and they do not give rise to an attorney/client relationship. These messages are forwarded through the Site to the appropriate persons within the Firm so that they may respond to the questions or comments or provide the information requested, if they elect to do so, which is at their discretion. In the event that the Firm is requested to contact a visitor to this Site, contact information may also be used for purposes of making that communication. Any electronic communication between you and the Firm will not be privileged or confidential; may be disclosed to other persons; and may not be secure. Therefore, you should not send any email to the Firm that contains confidential or sensitive information. Further, all information submitted is the exclusive property of the Firm. The Firm is entitled to use any information submitted for any purpose, without restriction (except as stated in the Privacy Statement) or compensation to the person sending the submission. The user acknowledges the originality of any submission communicated to the Firm and accepts responsibility for its accuracy, appropriateness, and legality.

## Enforcement of Terms and Conditions

These Terms are governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, notwithstanding any principles of conflicts of law.

All disputes arising out of or relating to these Terms shall be finally resolved by arbitration conducted in the English language in Boston, Massachusetts, USA under the commercial arbitration rules of the American Arbitration Association. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, the Firm shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the District of Massachusetts or any other court of competent jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. The Firm may, at its sole discretion and without notice, revise these terms at any time by updating this posting.

**Sending**

Please do not send any confidential information via e-mail through this website. Sending an e-mail to Puritan Faust does not give rise to an attorney-client relationship, and will not be deemed to disqualify Puritan Faust from undertaking any engagement for a current or future client. Before any attorney-client engagement may be formed, Puritan Faust will need to check for possible conflicts of interest, you will need to consider whether you wish to retain Puritan Faust as counsel, and we will need to consider whether we wish to accept the potential engagement. In the meantime, the Firm reserves the right to represent parties with interests adverse to you.