Exhibit E
Terms & Conditions

Terms and Conditions of Use

January 7, 2013

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4.4. You acknowledge and agree that your submitting Postings to this Web Site does not create any new or alter any existing relationship between you and Provider.

4.5. If you have submitted a photo to your profile on lawyers.com you agree that this photo may be included in the Interactive Areas, including with your Postings. If you have not submitted a photo then Provider may, but is not obligated to, display a stock photo or legal image with your Postings. You hereby consent to the use of such stock photos or images in the Interactive Areas.

4.6. By submitting Postings to this Web Site, you acknowledge and agree that Provider may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against Provider for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to Provider.

4.7. Provider shall have the exclusive option to purchase from you and acquire all right, title and interest in any Postings containing patentable subject-matter that you submit to this Web Site. The option shall be exercisable by Provider from the date you submit such Posting until one year from that date. If Provider exercises its option under this section 4.6, you agree to accept payment in the amount of $1,000.00 USD or value in kind at Provider’s discretion as full and sufficient consideration for such purchase, and you agree to execute, acknowledge and deliver any and all instruments required to transfer legal ownership of Postings to Provider. Such instruments include, but are not limited to, assignments and declarations executed by you.

4.8. Additional Intellectual Property Terms for Ask A Lawyer

4.8.1 Notwithstanding the licenses granted in these Terms of Use, Attorneys who participate in Ask A Lawyer (“AAL”) agree that their Postings, and all intellectual property rights therein, including, without limitation, all copyrights and moral rights, (collectively, “IP Rights”) will be owned exclusively by Provider. You agree that Provider has commissioned you to provide such Postings, and that the Postings are works made for hire. To the extent ownership of Your Postings does not vest in Provider as a work made for hire, you hereby assign to Provider all IP Rights in and to the Postings. You also agree to promptly execute, acknowledge, and deliver to Provider any additional assignments or other documents that may be reasonably requested by Provider to effectuate the intent of the foregoing sentences. You acknowledge and agree that Provider, its parent and affiliated companies and their licensees and assigns, may use the Postings in any manner that deems appropriate without any attribution or payment to you of any sort. This paragraph will survive any termination of your participation in AAL.

4.8.2 Provider grants you a nonexclusive, nontransferable limited license to use your Postings within your Social Media Syndication. Your Social Media Syndication includes your firm’s website, blog, Facebook, LinkedIn, and Twitter accounts and may include any other appropriate social media site you use for professional purposes. This limited license refers to the specific content which represents the questions to which you responded via AAL and your Postings (the “Designated Content”) under the following terms and conditions:

4.8.2.a. Each use of the Designated Content includes a hyperlink to the most recent AAL Q&A or other pages in AAL as designated by Provider, and

4.8.2.b. Each use of the Designated Content is solely for the purposes of promoting and marketing AAL and/or your contribution of the Designated Content (collectively the “Purpose”).

4.8.2.c. The Marks, Link and Designated Content shall not be used in any media of or which benefits any Provider competitor.

4.8.2.d. You represent that (i) you shall comply with all policies and terms established by Provider for hyperlinking, use of Marks, or use of any Provider content, including the Designated Content including but not limited to Provider’s positioning, messaging, and trademark and logo usage policies, as may be communicated from time to time; (ii) you shall only use the Mark provided to you by Provider according to these Terms Of Use, and you will not use any other mark without Provider’s prior written consent; (iii) you shall not create any combination mark with any Provider Mark; and (iv) you do not acquire any rights to Provider copyrights, marks, or any other intellectual property under these Terms of Use except the limited rights necessary to fulfill the Purpose for the service under these Terms of Use.

4.8.3. Provider may immediately terminate, in whole or with regard to a specific use, your license to use any Mark if Provider determines in its sole discretion that such use dilutes, diminishes, or blurs the value of the any of the Marks or does not comply with Provider’s usage policies. Upon Provider’s request you agree to remove the Designated Content, Marks and Links within 14 days of Provider’s notice to you.
4.8.4. You authorized Provider to publish or distribute, at its sole discretion, advertising or promotional materials including your firm name, personal name, trademarks, service marks, logos, image, and photos, for the purpose of promoting the Interactive Areas of this Web Site.

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10.1. Postings to be Lawful. If you participate in Interactive Areas on this Web Site, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, either intentionally or unintentionally. Provider may delete your Postings at any time for any reason without permission from you.

10.2. Postings to be in Your Name. Your Postings shall be accompanied by your real name and shall not be posted anonymously. Notwithstanding the previous sentence, if the applicable registration page for your participation in any of the Interactive Areas allows you to create a screen name, you may also select and use an appropriate screen name that is not your real name, provided that you use your real name when registering for participation in the Interactive Area and attorneys agree their real name may always be posted. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.

10.3. Postings shall not contain protected health information. You are strictly prohibited from submitting Postings that are considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

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13. Attorney Ethics Notice; Posting Rules. If you are an attorney participating in any aspect of this Web Site, including but not limited to Interactive Areas, a) you agree not to provide specific legal advice in any of your Postings and to draft Postings which are appropriate, educational, and in accordance with attorney ethics requirements, b) you represent and warrant that you are an attorney in good standing with a license to practice law in at least one of the 50 United States of America or the District of Columbia, c) you agree to promptly notify Provider of any grievance, claim, reprimand, or censure brought against you, as well as resignation or other loss of license, d) you acknowledge that the Rules of Professional Conduct of the jurisdictions where you are licensed (“Rules”) apply to all aspects of your participation and that you will abide by these Rules. These Rules include, but are not limited to, the rules relating to advertising, solicitation of clients, rules regarding the establishment of attorney-client relationships, failure to maintain client confidences, unauthorized practice of law, and misrepresentations of fact. Provider disclaims all responsibility for your compliance with these Rules. You further agree and acknowledge that when you participate in any of the Interactive Areas on this Web Site, that you will not offer legal advice, but will only provide general information. Provider highly recommends that you include a disclaimer at the end of every Posting regarding the aforementioned advertising and ethics issues. Provider will have no liability to you arising out of or related to your compliance or noncompliance with such laws and rules, or related to Provider’s inclusion or failure to include a disclaimer in the Interactive Areas.

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14.1. You agree that your participation is as an unpaid, volunteer, and that the purpose of such participation is to provide public education on legal matters and to provide you and your firm national exposure. You may terminate your participation in AAL at any time for any reason or no reason by providing Provider with notice of termination at least three days prior to the effective date of termination at mhcr@martindale.com.

14.2. Your name will be associated with each of your Postings in AAL when one of your Responses is included in the “Most Recent Q&A” section of AAL. Each question and corresponding Response may be archived and searchable on AAL and in other site searches associated with Lawyers.com and Provider’s media outlets. Visitors currently have the ability to view these archives, but such public access to the archives is not guaranteed. Provider, at its discretion, may associate your name with your archived Responses; however Provider is not required to do so.

14.3. You are prohibited from responding to questions via personal and professional email, telephone or otherwise. You will not directly contact visitors who post questions on AAL prior to posting your response on AAL and any contact should be in compliance with attorney ethics requirements. All Responses must be submitted through the Administrative Page.

14.4. You represent and warrant to Provider that (a) you will perform your duties for the Ask a Lawyer service in a highly professional manner, (b) except for public domain materials, your Responses will not infringe any third party rights, (c) your Responses will be your original work not previously published and will not contain libelous, obscene, or unlawful material, (d) the Responses will not invade anyone’s privacy rights, and (e) your participation in the Ask a Lawyer service presents no conflicts of interest for you, and You assume all liability for any claims, suits, or grievances filed against you, including any and all damages related, due to your participation as a National Attorney Panelist.

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submitted by you.

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other Provider web sites and their features.

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Services Terms then that provision shall be deemed severable from the remaining
provisions and shall not affect their validity and enforceability. Notwithstanding
anything to the contrary in these Terms of Use, if you have a separate signed written
agreement with a Provider that applies to your use of any of that Provider's Content,
that agreement constitutes the entire agreement between you and that Provider with
respect to the affected Content subject thereto (the "Otherwise Covered Content"),
and these Terms of Use shall be treated as having no force or effect with respect to
the Otherwise Covered Content.

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