

CONTENT IS INFORMATION ONLY, NOT ADVICE

Thank you for visiting our website. The information contained on our website is provided for educational and informational purposes only. The contents of this site are not and should not be construed as legal advice. The website is not an offer to perform services on any matter. This website contains general information from a variety of sources and might not reflect current legal developments, verdicts or settlements. We do not undertake to update material in our website to reflect subsequent legal or other developments.

NO RELATIONSHIP OR OBLIGATION ARISES FROM USE OF THE SITE

The law differs in every jurisdiction, and you should not rely on any opinion except that of an attorney you have retained, who has a professional duty to advise you after being fully informed of all the pertinent facts, and who is licensed in the applicable state, and is familiar with the applicable law. Internet subscribers and online readers should seek professional counsel about their legal rights and remedies. You should not act or refrain from acting based on any information found this site. Any actions or decisions about your legal rights should be based on the facts and circumstances of your situation, and appropriate legal advice from.

We expressly disclaim all liability with respect to actions taken or not taken based upon any information or other contents of this site. Viewing our site or communicating with us by Internet e-mail or through this site, does not constitute or create an attorney-client relationship with anyone. The content and features on this site do not create, and are not intended to create, an attorney-client relationship, and shall not be construed as legal advice. This content and features of this website, including means to submit a question or information, do not constitute an offer to represent you.

CONFIDENTIALITY IS NOT GUARANTEED

Any information sent to us via Internet e-mail or through the website is not secure and is done on a non-confidential basis. We respect the privacy of any person who contacts our firm, and we will make reasonable efforts to keep information private, but because of the nature of Internet communications and the absence of an attorney/client relationship, we cannot promise or guarantee confidentiality.

ADDITIONAL TERMS OF USE

Any use of this Site is subject to the complete Terms of Use. By using this Site, you agree to these Terms as well as the Disclaimer provisions on this page.

TERMS OF USE

This website was created by us so that you could learn more about the legal services that we offer, and other information related to the law. These contents are for informational purposes only. None of the information at this website is intended to constitute, nor does it constitute, legal advice, and none of the information necessarily reflects our opinions, its attorneys or clients. Please read our Disclaimer, which is incorporated into these Terms, for additional limitations on the use and effect of this website.

This "Terms of Use" outlines the conditions on which this website is made available to you. Read the Terms of Use carefully. If you use this website, you are deemed to have read, understood, and agreed to

these Terms of Use. If you do not accept the Terms of Use, you should stop reading or otherwise using the website or any materials obtained from it.

NOT RESPONSIBLE FOR CONTENT

We may periodically change, remove, or add the material in this website without notice. This material may contain technical or typographical errors. We do not guarantee its accuracy, completeness or suitability. We assume no liability or responsibility for any errors or omissions in the contents of this website. Your use of this website is at your own risk. Under no circumstances shall we or any other party involved in the creation, production or delivery of this website be liable to you or any other person for any indirect, special, incidental, or consequential damages of any kind arising from your access to, or use of, this website. IN NO EVENT SHALL Holmes Fraser BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS MATERIAL, FOR ANY USE OF THIS WEBSITE, OR FOR ANY OTHER LINKED WEBSITE.

THIRD-PARTY WEBSITES

This website contains links to third party websites for the convenience of our users. We do not endorse any of these third-party sites and does not imply any association between us and those sites. We do not control these third-party websites and cannot represent that their policies and practices will be consistent with these Terms of Use. If you use links to access and use such websites, you do so at your own risk. We are not responsible for the contents or availability of any linked sites. These links are provided only as a convenience to the recipient.

STATE LAWS VARY

We have lawyers who are licensed to practice law in Florida, Michigan, New York, Oklahoma, and Washington DC. Not all our lawyers are licensed to practice in all these states. We may refer prospective clients to other law firms located throughout the country, who form relationships with us, and are experienced in handling such cases. We may also undertake legal representation in certain cases and will affiliate with other legal counsel located throughout the country to provide legal representation.

The laws of each State are different. This website contains information about general rules that apply in some states. This website also contains information about verdicts or settlements in past cases. You cannot assume that the same rules apply, or that the same result would occur, in your state or any particular state.

The Statute of Limitations is especially important. Every state has laws called the “statute of limitations” which set a deadline to file a lawsuit. That means that a lawsuit filed too late may be thrown out, regardless of the defendant’s fault or the severity of injury. Because investigation and research is needed to identify all possible defendants and theories of recovery, if you have an accident or injury, you should consult a lawyer as soon as possible.

LEGAL AND ETHICAL REQUIREMENTS

We try to comply with all legal and ethical requirements in compiling this website. We welcome comments about our compliance with the applicable rules and will update the site as warranted, upon

learning of any new or different requirements. We only want to represent clients based on their review of this website if it complies with all legal or ethical requirements.

To the extent that the professional responsibility rules of any jurisdiction require us to designate a principal office or an attorney responsible for this website, Holmes Fraser designates its office in Naples, Florida, 711 5th Avenue South, Suite 200, Naples, Florida 34102, David Fraser.

STATE ADVERTISING DISCLOSURES

Because some material on this website constitutes lawyer advertising, and this website may be viewed from anywhere in the United States, disclosures are required by the rules of some states. We adopt and makes the following disclosures:

Florida: The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.

New York: ATTORNEY ADVERTISING. Prior results do not guarantee a similar outcome.

GOVERNING LAWS IN CASE OF DISPUTE; JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to any choice of law principles. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the state courts of Florida.

ARBITRATION

All claims by you arising out of or related to this website or your use thereof may be resolved only through a binding arbitration proceeding to be conducted under the auspices of the Commercial Arbitration Rules of the American Arbitration Association in Naples, Collier County, Florida. Both your agreement to arbitrate all controversies, disputes and claims, and the results and awards rendered through the arbitration, will be final and binding on you and may be specifically enforced by legal proceedings. Arbitration will be the sole means of resolving such controversies, disputes and claims, and you waive your rights to resolve such controversies, disputes and claims by court proceedings or any other means. You agree that judgment may be entered on the award in any court of competent jurisdiction and, therefore, any award rendered shall be binding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. You understand that by agreeing to arbitration as a mechanism to resolve all controversies, disputes and claims between us, you are waiving certain rights, including the right to bring an action in court, the right to a jury trial, the right to broad discovery, and the right to an appeal. You understand that in the context of arbitration, a case is decided by an arbitrator (one or more), not by a judge or a jury.

COPYRIGHT

Copyright Holmes Fraser, P.A. All rights reserved. All materials presented on this site are copyrighted and owned by Holmes Fraser, PA., unless in the public domain or attributed to another source. Any

republishing, retransmission, reproduction, downloading, storing or distribution of all or part of any materials found on this site is expressly prohibited.