

Primary Rep Name \_\_\_\_\_ # \_\_\_\_\_  
Alternate Rep Name \_\_\_\_\_ # \_\_\_\_\_

**SOLO SITE**

**Solo Site**    New    Renewal

**Design Choice (circle one):**

#1 Progressive1                      #2 Executive2                      #3 Modern5                      #4 Modern7                      #5 Classic7

**URL Selection (required)**

A. New Domain Registration (at .com extension). Include up to 3 choices

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**OR**

B. Domain Name Transfer': \_\_\_\_\_ (separate agreement must be signed)

**Tagline** (up to 150 characters) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Information**

Firm Name \_\_\_\_\_ Attorney Name \_\_\_\_\_  
Office Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_

**Invoice**

**Credit:**     MasterCard     VISA     AMEX

Credit Card # \_\_\_\_\_ Name On Card \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_

**Direct Debit:**

Routing No: \_\_\_\_\_ Bank Account No: \_\_\_\_\_

**Annual Fee: \$** \_\_\_\_\_

**Amount of First Payment \$** \_\_\_\_\_  
(if selecting monthly billing option)

I agree to the Terms & Conditions on the reverse side of this order form. Payment options include: personal/company check, credit card or direct debit to your bank account. All payments in U.S. funds. If selecting monthly billing, **I authorize Martindale-Hubbell to charge my credit card or debit my checking account for the first month's installment now and monthly thereafter until the complete balance is paid.**

Martindale-Hubbell will register or transfer (1) domain name as part of the Solo Site service. Subscriber will maintain ownership of all domains registered with or transferred to Martindale-Hubbell through the Solo Site service with Martindale-Hubbell becoming the technical and administrative contact. Martindale-Hubbell will facilitate domain name transfers, but a successful transfer will require action by subscriber and current domain name registrar. Alternate domain extensions are available upon request. Multiple domains or multiple domain transfers are available at additional cost.

Signature \_\_\_\_\_ Date \_\_\_\_\_

121 Chanlon Road • New Providence, NJ 07974  
Phone: 1-800-526-4902 ext.8866 • Fax: 908-665-3575  
Email: solosales@martindale.com

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## SOLO SITE – Terms and Conditions

- 1. DEFINITIONS.** "MH" means Martindale-Hubbell, a division of Reed Elsevier Inc. "You" and "your" mean the person or firm named in the Agreement. "Agreement" means the SOLO SITE order form signed by you that incorporates these terms and conditions. "Service" means the "SOLO SITE Service" as described in paragraph 2 below. "SOLO SITE Web Site" means the Web site created under the Agreement, including domain name, user interface, all related technology, Content, and Software. "Content" means any text, graphics, pictures, audio or video appearing in the SOLO SITE Web Site. "Your Content" means any Content provided by you for use in the SOLO SITE Web Site. "Software" means any software and related tools that MH makes available for your use in connection with the SOLO SITE Web Site. "MH Web Site" means Web site owned by MH located at [www.martindale.com](http://www.martindale.com) (the "MH Web Site"). "Online Directory" means the directory of lawyers and law firms searchable at or through the MH Web Site.
- 2. SOLO SITE SERVICE.** Subject to the terms of the Agreement, MH agrees to provide you with the Service specified in the Agreement with reasonable skill and care and you agree to pay MH the applicable fees for the Service and to promptly provide MH with information it requests to perform the Service. SOLO SITE Service includes: SOLO SITE Web Site construction and hosting, up to 5 pages of Content; a link from your listing in the Online Directory to your SOLO SITE Web Site; a unique Web address that you own; and registration with search vehicles. MH generally will make the Service available seven days a week, twenty-four hours a day, except for certain periods during which MH may shut down the Service for the purposes of system upgrades, maintenance, or backup procedures, plus other times as determined in MH's sole discretion as required for major upgrades or maintenance. In addition, there may be events that from time to time will make the system inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages. MH will use reasonable commercial efforts to promptly restore access in the event of such unforeseen circumstances.
- 3. FEES.** You agree to pay an annual fee for the Service. The initial annual fee is set forth in your SOLO SITE order form. Subsequent annual fees will be invoiced at MH's then current charges for the Service, subject to your right to decline or cancel a renewal as set forth below.
- 4. CUSTOMIZED WEB ADDRESS.** The SOLO SITE Service includes registration of one unique domain name for you as owner at no charge (e.g., [www.yourfirmname.com](http://www.yourfirmname.com)) or, if you own an existing domain name, MH's assistance in the transfer of such domain name to MH to host the SOLO SITE Web Site on your behalf; provided, however, that you and the host of any existing Web site and/or domain name you own are solely responsible for proper and effective transfer of the domain name. You are solely responsible for any infringement of the intellectual property rights of others when selecting, displaying, advertising, and using a domain name for the SOLO SITE Web Site and for any related liability incurred by MH and/or those acting on its behalf. You warrant that you are the owner of, or are authorized by the owner of, any trademark or name used in the domain name for the SOLO SITE Web Site. Registration of domain names is subject to availability of the requested name and the procedures, rules, regulations, and policies of the registry administrators and other governing authorities, including the Internet Corporation for Assigned Names and Numbers ("ICANN"). You agree to be bound by these procedures, rules, regulations, and policies, and hereby appoint MH as your agent for the purpose of such registration, including the execution of any documentation necessary for registration. MH does not guarantee the availability of domain names and is not liable to you for any errors, omissions or any other actions by the registry administrators or other authorities related in any way to your domain name registration. Termination of the Agreement with respect to SOLO SITE Service terminates your right to use the personalized domain name. Upon termination of the Agreement with respect to the SOLO SITE Service and a written request by you within 30 days of such termination, MH will cooperate in the transfer of the applicable unique domain name for such service to you or another service provider designated by you; provided, however, that you are solely responsible for proper and effective transfer of the domain name, and after such termination and/or transfer you or your service provider are solely responsible for all administrative responsibilities for the domain name. If upon termination of the SOLO SITE Service you fail to provide a timely written request to transfer your domain name and the administration thereof to you or another service provider, MH has the right in its sole discretion to cancel the domain name registration or let such registration lapse, or to direct users that access the domain name to the MH Web Site and/or your listing in the MH Web Site.
- 5. SEARCH VEHICLE SUBMISSIONS.** MH will arrange for the SOLO SITE Web Site to be registered with one or more third-party search engines or directories. MH does not own or control such search engines and directories and therefore makes no representations or warranties that the SOLO SITE Web Site will be accepted for indexing, the speed with which it will be indexed, the accuracy with which it will be indexed, that it will be listed or ranked in any particular manner or order within search engines or directories, or that the indexing will be maintained by such search engines or directories.
- 6. ELIGIBILITY; TERM; TERMINATION.** To be and remain eligible to purchase the Service, you must be a solo practitioner or single-attorney firm. If during the term of the Agreement you cease being a solo practitioner or single-attorney firm, you are not permitted to renew the Service or Agreement after the expiration of the then existing one-year term, but you may be eligible to purchase from MH other Web site offerings and services applicable to multiple-attorney firms. Unless earlier terminated as provided herein, the term of the Agreement and Service runs for one year from the date on your order form and automatically renews at the end of the one-year period for subsequent one-year periods at MH's then current fees for the Service, unless (i) you or MH, as the case may be, provide thirty days prior written notice before the end of a one-year period of your or MH's intention not to renew the Agreement and Service or (ii) in the event there is an increase in the annual fee for the Service, you cancel the Service on written notice to MH within thirty days of your receipt of notice from MH of the increased annual fee for the Service. MH may terminate the Agreement and the Service if you breach any term of the Agreement and fail to cure such breach within 30 days after receiving notice of the breach from MH. Upon termination or cancellation, your right to use the Software and Service shall immediately cease and MH may delete from its servers the SOLO SITE Web Site and any Content associated with the SOLO SITE Web Site, including Your Content.
- 7. USER ACCOUNT, PASSWORD, AND SECURITY.** The Service provided to you under this Agreement may include, in MH's sole discretion, access to the SOLO SITE Web Site Software. In conjunction therewith, you will receive a password and account designation for the SOLO SITE Web Site Software. You are responsible for maintaining the confidentiality of the password and account designation. You agree to immediately notify MH of any unauthorized use of your password or account or any other breach of security involving the Service, the SOLO SITE Web Site, or the MH Web Site.
- 8. SOLO SITE WEB SITE CONTENT.** You are solely responsible for Your Content. You are liable for any material protected by copyright, trademark, patent or trade secret law used in Your Content without the permission of the author or owner, and for defamatory materials in any of Your Content. MH is not responsible for reviewing Your Content before it appears on the Web. You represent that (i) Your Content contains no offensive, harassing, defamatory, indecent, or obscene material, and does not violate any applicable laws, regulations, or judicial rulings; (ii) Your Content is not false, misleading, deceptive, or fraudulent; (iii) you will endeavor in good faith to honor all promises, offers, and statements you make in your Content and in any related materials, products, services, or communications you offer or make through Your Content; (iv) you own or are authorized to use Your Content and all trademarks, trade names, and similar materials of any kind which are included in Your Content; and (v) Your Content does not infringe upon or violate any intellectual property, proprietary, or other rights of MH, its affiliates, and/or any third party. MH reserves the right, in its sole discretion, to refuse to display or to remove from the SOLO SITE Web Site at any time any Content that it reasonably regards as violating this provision or as otherwise inappropriate or inconsistent with MH editorial policies in effect from time to time. MH reserves the right to release current or past information related to you if MH believes that you, Your content, the SOLO SITE Web Site, or your account is in violation of any criminal laws or is being used to commit unlawful acts, or if the information is subpoenaed.
- 9. PROPRIETARY RIGHTS.** The (i) SOLO SITE Web Site, except for Your Content and any domain name you own in connection with the SOLO SITE Service; (ii) the Software; (iii) the Service; (iv) the MH Web Site, associated domain name and all content therein; and (v) all Content other than Your Content, are owned by MH and/or its licensors and are protected by copyrights, trademarks, service marks, patents, or other proprietary rights, laws, and regulations. Subject to the provisions of this Agreement, you are granted a limited, non-exclusive, non-transferable license to use the Software and Service only during the term of the Agreement and only for internal business purposes in connection with the creation, updating, and maintenance of the SOLO SITE Web Site during the term of the Agreement and to make the SOLO SITE Web Site available to users of the Web in the ordinary course of business during the term of the Agreement. You may not alter, copy, reproduce, transmit, display, distribute, sell, transfer, or dispose of in any manner, or create derivative works of, any of the protected proprietary items identified in (i) through (v) above, without the express written permission of an authorized representative of MH. As between you and MH, you retain ownership of Your Content and grant MH a limited, non-exclusive, non-transferable, royalty free, license to use Your Content in connection with MH's performance of the Service. Except for Your Content, MH and/or its licensors own and retain all intellectual property rights in and to all other Content presented on the SOLO SITE Web Site. MH has the right to use images of the SOLO SITE Web Site, including Your Content, for the purpose of marketing and promoting the Service, the Online Directory, and/or the MH Web Sites.
- 10. OTHER USER RESPONSIBILITIES.** You represent that you are a solo practitioner or single-attorney firm validly licensed to practice law as required by the applicable jurisdictions in which you practice. You are solely responsible for compliance with all laws, rules, and regulations governing attorney advertising, ethical obligations, licensure, and/or the practice of law, promulgated by any applicable jurisdiction, court, bar association, and/or other governing body which are applicable to you, your attorneys or other representatives, the SOLO SITE Web Site, and/or your use of the Service. MH provides customers of the Service draft disclaimer language that you can review, edit, and include as you deem appropriate on the SOLO SITE Web Site to comply with requirements in certain jurisdictions concerning attorney Web sites. MH provides the draft disclaimer language as a courtesy only; you are solely responsible for reviewing, editing, and determining the use of any disclaimer meant to comply with any laws, rules, or regulations concerning your professional, legal, and ethical obligations and the SOLO SITE Web Site.
- 11. INDEMNIFICATION.** You will indemnify, defend, and hold harmless MH, its officers, directors, employees, contractors, licensors, suppliers, agents, and affiliates, from and against any and all claims, actions, demands, losses, expenses (including reasonable attorneys' fees), damages, liabilities, taxes, penalties, assessments, judgments and costs arising out of, from, or in connection with (i) Your Content or (ii) any breach by you under this Agreement or violation by you of applicable laws or regulations. MH will indemnify, defend, and hold you harmless from and against any and all claims, actions, demands, losses, expenses (including reasonable attorneys' fees), damages, liabilities, taxes, penalties, assessments, judgments and costs arising out of, from, or in connection with the Content provided by MH for the SOLO SITE Web Site.
- 12. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MH, ITS LICENSORS, SUPPLIERS, SPONSORS, SUBCONTRACTORS, AND AFFILIATES MAKE: (A) NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (B) NO WARRANTY ABOUT THE RESULTS OBTAINED FROM THE SERVICE OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, (C) NO WARRANTY THAT DEFECTS IN THE SOFTWARE, THE SERVICE, OR THE RESULTS WILL BE CORRECTED, AND (D) NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE SOLO SITE WEB SITE, OTHER WEB SITES, OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH WEB SITES.
- 13. LIMITATION OF LIABILITY.** MH'S LIABILITY IS LIMITED TO THE ANNUAL FEE FOR THE SERVICE PAID BY YOU. YOU AGREE THAT MH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (B) INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE, (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF MH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MH IS NOT RESPONSIBLE FOR ANY LOSS OF DATA RESULTING FROM MH'S DELETION OF THE SOLO SITE WEB SITE, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR ANY OTHER REASONS. MH IS NOT RESPONSIBLE FOR THE DELIVERY OF ANY GOODS OR SERVICES SOLD OR ADVERTISED BY YOU OR OTHERS. YOU ARE COMPLETELY RESPONSIBLE FOR ALL ACTIVITIES, FEES, AND/OR LIABILITIES THAT ARE RELATED TO OR RESULT FROM USE OF THE SERVICE UNDER YOUR PASSWORD OR ACCOUNT.
- 14. GENERAL.** This Agreement is governed by the laws of the State of New Jersey without regard to its conflict of law provisions. You and MH submit to the personal and exclusive jurisdiction of the courts located within the State of New Jersey. The failure of MH to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement will remain in full force and effect. Any claim or cause of action arising out of or related to the Service or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred, regardless of any statute or law to the contrary. MH may modify the Service or this Agreement, in whole or in part, at any time upon reasonable advance notice to you. Notice of such modification may be made by or on behalf of MH to you via email, regular mail, or telecopy. If you do not elect to be bound by any such modified Agreement, you may terminate the Agreement with five (5) days prior written notice to MH, within ten (10) days after MH issues such notice to you. You will be deemed to have agreed to such modified Agreement if you continue to use the Service, and/or if MH does not receive a notice of termination from you within such period.



## PROFESSIONAL BIOGRAPHIES NEW PERSONNEL ONLY

(Please print or type. Make corrections where necessary.)

Date

Last Name  First Name  M.I.

Under what other name(s) if any have you practiced law in the past?

Firm Name

Address  Suite

City

State  Zip Code  -

Mr.  Ms.

Member (Partner)

Associate (Employee)

Counsel

Other ..... Specify

Your Professional Biographical Representation will be published on your Martindale-Hubbell Solo Site from information prepared from this questionnaire. Please use care in completing this form.

Office Telephone No (  )  -  Ext.  Fax No (  )  -

Your Email Address

URL Address

Birth Place  Month  Day  Year

City, State and Country

Year of First Admission (mandatory)  State of First Admission (mandatory)

Subsequent Admissions (Attach additional sheets as necessary):

Year  State (or U.S. District)

Year  State (or U.S. District)

Areas of Practice (list in descending order of practice devotion)	Percentage of Annual Time
1. <input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>
5. <input type="text"/>	<input type="text"/>

With what Firms or Partnerships have you been connected in the past?

Registered before the U.S. Patent and Trademark Office  Registration Number

(Dates Required)

Education: (Give exact degree, if none awarded give years of attendance. Attach additional sheets as necessary) (Dates Required)

1. College attended

Location  Degree  Year

(City and State)

2. Law School attended

Location  Degree  Year

(City and State)



3010002

NAME: \_\_\_\_\_

Scholastic Distinctions, Including Honor Societies (use school number for exact identification)

\_\_\_\_\_

Memberships and Offices (\*) in legal fraternities and legal societies (Date Required)

(\*Give years, i.e., 1970-1975: No social fraternities or clubs permitted)

\_\_\_\_\_

Memberships in Scientific, Technical, Trade and Professional Associations and Societies (Dates Required)

\_\_\_\_\_

Technical and Professional Licenses (\*) (Date Required)

(\*Give Country and year issued)

\_\_\_\_\_

Legal Authorship (\*)

(\*If book, give title, name of publisher and year of publication; if article, name and issue of periodical in which it appeared)

\_\_\_\_\_

Legal Teaching Positions (\*) (Dates Required)

(\*Give full information, including years i.e., 1970-1975)

\_\_\_\_\_

Public or Quasi-Public Offices (\*) (Dates Required)

(\*Give years, i.e., 1970-1975)

\_\_\_\_\_

Posts of Honor (\*) (See definition #1 below) (Dates Required)

(\*Give years, i.e., 1970-1975)

\_\_\_\_\_

Memberships and Offices (\*) in Bar Associations, Sections, and Committees (\*) (Dates Required)

(\*Give years, i.e., 1970-1975)

\_\_\_\_\_

Language Proficiency

\_\_\_\_\_

Reported Cases (attach additional sheets as necessary)

\_\_\_\_\_

Transactions (attach additional sheets as necessary)

\_\_\_\_\_

Special Agencies (attach additional sheets as necessary)

\_\_\_\_\_

Professional Affiliations with any Organizations dedicated to methods of Alternate Dispute Resolution (attach additional sheets as necessary)

\_\_\_\_\_

Military Service (Dates Required)

(Give branch, years of service i.e., 1970-1975, and present final rank)

\_\_\_\_\_

References for Publication:

\_\_\_\_\_

Clients Regularly Represented, for Publication:

(Attach additional sheets as necessary)

\_\_\_\_\_

Signature .....

Date \_\_\_\_\_

1. Post of Honor is defined as an office position to which a person is elected or appointed which is generally recognized as indicative of high public esteem, superior standing, or a symbol of distinction. This does not include officerships or directorships of commercial corporations, civic, service, fraternal, veterans organizations or political parties.