Disclaimer and Terms of Use

Content Is Information Only, Not Legal Advice

Information contained on the Smyth Nora LLP (“SN”) website is provided for informational purposes only. This website contains general information from a variety of public sources and might not reflect current legal developments, verdicts or settlements. The content of this site is not legal advice. The web site is not an offer to work on any case.

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 on the basis of any information found this site. Any actions or decisions about your legal rights should be based on the particular facts and circumstances of your situation, and appropriate legal advice from.

SN expressly disclaims all liability with respect to actions taken or not taken based upon any information or other contents of this site. Viewing the SN site, or communicating with SN 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 web site, including means to submit a question or information, do not constitute an offer to represent you.

THIRD-PARTY WEB SITES

This web site contains links to third party web sites SN does not endorse any of these third party sites and does not imply any association between SN and those sites. SN does not control these third party web sites 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 web sites, you do so at your own risk. SN is 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

SN lawyers are licensed to practice law only within the states of New York and Florida but we form relationships with lawyers throughout the United States. SN may refer prospective clients to other law firms located throughout the country, who are experienced in handling such cases. SN 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 web site contains information about general or common rules that apply in some states. This web site 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.

Every state has a “statute of limitations” which set a time limit to file a lawsuit. A lawsuit filed after the time limit has expired may be thrown out, regardless of the defendant’s fault or the severity of the injuries. Some states have a two-year period for negligence injury claims; the time period in other states may be longer or shorter. Insurance policies, particularly homeowners insurance, may require that suit be filed within one year of a loss. Some states allow claims against government agencies, but require a written notice very soon after the accident, perhaps within three months. 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

SN has tried to comply with all legal and ethical requirements in compiling this web site. 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 web site, 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 web site, Smyth Nora LLP designates its office at 143 Main Street, Huntington, New York 11743 (USA), attention Edmund Smyth.

STATE ADVERTISING DISCLOSURES
Because some material on this web site constitutes lawyer advertising, and this web site may be viewed from anywhere in the United States, particular disclosures are required by the rules of some states. SN adopts and makes the following disclosures:

**Alabama:** No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers.

**Colorado:** Colorado does not certify attorneys as specialists in any field.

**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.

**Iowa:** The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of Iowa.

**NOTICE TO THE PUBLIC:** Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such a lawyer is necessarily any more expert or competent than any other lawyer. All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered. This notice is required by rule of the Supreme Court of Iowa.

**Kentucky and Oregon:** THIS IS AN ADVERTISEMENT.

**Mississippi:** The Mississippi Supreme Court advises that a decision on legal services is important and should not be based solely on advertisements.

**Missouri:** Neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or specialist designations.

**Nevada:** The State Bar of Nevada does not certify any lawyer as a specialist or expert.

**New Jersey:** ATTORNEY ADVERTISEMENT — NOT A REFERRAL SERVICE. Before making your choice of an attorney, you should give this matter careful thought. The selection of an attorney is an important decision.
New Mexico: LAWYER ADVERTISEMENT.

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

Pennsylvania: ATTORNEY ADVERTISEMENT – NOT A REFERRAL SERVICE. Before making your choice of an attorney, you should give this matter careful thought. The selection of an attorney is an important decision.

Tennessee: None of the attorneys in this firm are certified as a Civil Trial, Criminal Trial, Business Bankruptcy, Consumer Bankruptcy, Creditor’s Rights, Medical Malpractice, Legal Malpractice, Accounting Malpractice, Estate Planning or Elder Law specialist by the Tennessee Commission on Continuing Legal Education and Specialization. Certification as a specialist in all other listed areas is not currently available in Tennessee.

Texas: Unless otherwise stated, our attorneys claiming certification in an area of law are not certified by the Texas Board of Legal Specialization.

Wyoming: The Wyoming State Bar does not certify any lawyer as a specialist or expert. Anyone considering a lawyer should independently investigate the lawyer’s credentials and ability, and not rely upon advertisements or self-proclaimed expertise.

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 New York, USA, without regard to any choice of law principles. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the state courts of New York.

Privacy Policy

As you navigate within the Site, SN may be collecting and tracking personal information, either by asking you to tell SN something about yourself (such as your name, address or email address) or by using data-tracking software that tells us what parts of the Site you have browsed. SN may collect other information about you, such as your IP address, geographic information, the type of the web browser and operating system you use, and any other information that your web browsing software or Internet Service Provider automatically provides to our Site. We may be collecting and tracking information about the activities in our Site you engage in to help us know what users are interested in. We may also use “cookies” to keep track of visitors. A cookie
is a small file stored on the hard drive of your personal computer. If your web browser allows, you may disable the placement of cookies on your hard drive. Disabling the placement of cookies may prevent you from accessing or using portions of the Site. Except as provided below, the Site does not currently share or sell any other information. Except as provided herein, no personally identifiable information is collected beyond that which is identified in this section of the Site Terms. You agree that we may aggregate any information which we collect or maintain, and that we may use such aggregated information for internal analysis or for marketing purposes. We may disclose aggregate, de-identified data (i.e. stripped of information that identifies you) to third parties in connection with such analysis and/or marketing. By using the Site, you expressly assent to the collection and use of the limited information identified.

We may disclose your information to: (1) comply with applicable laws; (2) respond to governmental inquiries; (3) comply with valid legal process; (4) protect our rights or property; or (5) facilitate your request for a free case evaluation. By registering and using this Site, you acknowledge that the processing of your information for the purposes described above may involve the transfer of such information from within the United States of America (USA) to countries outside the USA whose data protection regulation may not be as stringent as that within the USA.