

GENSER CONA ELDER LAW DOCUMENT VAULT: TERMS AND CONDITIONS OF USE

By using the Genser Cona Elder Law FileShare platform supported by Citrix (hereinafter “the Client Document Vault”), the client and/or authorized users utilizing same do so at their own risk and hereby agree to the following Terms and Conditions:

The Client Document Vault may only be used to view, download and/or print documents belonging to the client(s) of Genser Cona Elder Law. These documents may only be downloaded by the client and/or their authorized agents for the specific and intended uses of said documents. Genser Cona Elder Law shall not be responsible for any misuse, misrepresentation and/or illegal activity undertaken by any person utilizing these documents in a manner inconsistent with the client’s wishes and/or applicable law.

Genser Cona Elder Law makes no representation as to the legal effect, or lack thereof, of the documents contained in the Client Document Vault as a result of the possibility that the legal documents executed were later modified, revoked or superseded by subsequently executed legal documents. Genser Cona Elder Law shall have no responsibility for any modifications or alterations made to these documents after accessing them on the Client Document Vault. Genser Cona Elder Law cannot and does not represent or warrant the validity of the documents maintained in the Client Document Vault to third parties, including to authorized users of clients of Genser Cona Elder Law.

By granting access to third party individuals who are authorized by the client to have access to the client’s documents maintained in the Client Document Vault, the client acknowledges that there shall be no expectation of attorney-client privilege with respect to the documents contained therein as to said authorized individuals. Additionally, the client’s decision to authorize access to his or her documents to authorized third party individuals shall be at his or her own risk, and Genser Cona Elder Law shall not be responsible for any unauthorized dissemination of the client’s documents by the client’s authorized users to other individuals or entities which results from their accessing of the documents maintained in the Client Document Vault.

Citrix has represented that its FileShare platform software is cyber-secure, with three levels of back-up and a two-step verification system for added protection, and is hosted on a private domain maintained by Citrix. However, Genser Cona Elder Law shall not be held responsible for any misrepresentation and/or failure by Citrix relating to the security of its FileShare platform software, and Citrix shall be solely responsible for any damages arising from any failure to provide the services promised and/or any data breach or cybersecurity attack against the data maintained therein. Clients and/or authorized users utilizing said platform agree to hold Genser Cona Elder Law harmless for any breach of the security of the client documents maintained in the Client Document Vault. Genser Cona Elder Law shall not be responsible for any document tampering, viewing, uploading, downloading, and/or printing of these documents by anyone other than Genser Cona Elder Law.

These Terms and Conditions shall be legally binding upon all users of the Genser Cona Elder Law Client Document Vault, shall be deemed accepted upon the client and/or authorized user’s log-in to the Client Document Vault, and shall supersede any other agreement or verbal communication made by Genser Cona Elder Law or any other party with regard to the Client Document Vault. Client participation in the Client Document Vault is voluntary and may be revoked at any time by calling the Vault Administrator at 631.390.5000 and requesting that your documents be removed from the Client Document Vault.