

SMD COMPLETE TERMS AND CONDITIONS OF USE – EXHIBIT A TO MEMBER AGREEMENT

These Complete Terms and Conditions of Use (“Complete Terms”) shall function as the Exhibit A expressly referenced in the Member Agreement, are incorporated therein, and shall amplify and clarify the Member Agreement. Further, as these Complete Terms are continually published on the Website, by utilizing the Website and the proprietary functions, processes, documents, and receiving the extensive and valuable information contained in the documents and videos in and on the Website (“Website Content”), you assent and agree to these Complete Terms as published and further acknowledge, promise, represent, warrant and agree as follows (certain terms and conditions will only be applicable to contested members):

1. **No Legal Advice Provided by SMD.** SMD is not a law firm or attorney. SMD has not, will not, does not and cannot offer any legal advice, legal counsel, or legal services of any kind.

A. Any legal advice or counsel you receive and rely upon must be strictly from any SMD Network Attorney (“Network Attorney”) or from an attorney outside the SMD network who has agreed to represent you and is properly licensed by the State Bar of Georgia (“Outside Attorney”).

B. Any general information, instructions, recommendations or suggestions contained in the Website Content is strictly for general educational and instructional purposes only (“General Educational Information”). You stipulate and agree you will not rely upon any General Educational Information or any other Website Content as legal advice or legal counsel. If you have any questions regarding any Website Content, you must direct these questions to your Network Attorney or your Outside Attorney.

C. SMD is the author of all Website Content. It’s representative, Russell H. Hippe, III, Esq. (“Mr. Hippe”) is a licensed Georgia attorney and an experienced domestic litigator. In providing the General Educational Information and Website Content, you acknowledge that SMD, by and through Mr. Hippe, is not providing you with any specific legal advice or counsel.

D. As a representative of SMD, Mr. Hippe is prohibited from providing you with any specific or direct counsel. Accordingly, you must not contact Mr. Hippe directly.

2. **Independent Attorney – Client Relationship.** Your relationship with any Network Attorney is completely independent of your membership with SMD. Any Network Attorney you hire is *your* attorney. No Network Attorney represents SMD nor has any duty to SMD other than to honor their agreement with SMD that requires the Network Attorney to honor all promises and discounts published to our members.

3. **Payment of Membership Fee Does Not Guarantee Engagement of any Network Attorney.** Payment of the membership fee to SMD does not create any attorney-client relationship with any Network Attorney. Any such agreement must be reached separately and directly with a Network Attorney in writing. SMD does not guarantee the engagement, representation, or the performance of any Network Attorney.

4. **Decision to Hire Network Attorney is Your Own.** The decision to hire any Network Attorney is strictly your own. SMD does not sanction, validate or “recommend” any Network Attorney. Accordingly, in the event of any malfeasance by any Network Attorney, the member’s recourse is strictly against the Network Attorney, not SMD.

5. **Scope of “Free” One Hour Consultation for Paying Member.** During the “free consultation” provided by SMD to the Paying Member, the Network Attorney will function as the member’s attorney strictly for the limited purposes of a consultation only, meaning the Network Attorney will have no further obligation to you after the consultation unless engaged.

A. If the attorney you select has already consulted or been engaged by your spouse, he or she may not be able to perform the consultation. For this reason, SMD will not activate your spouse’s courtesy membership for approximately ten (10) days from the date you join.

B. During the consultation, you and your Network Attorney should discuss: (1) your case and how the attorney would envision handling your case if hired to do so, (2) the expected total costs of the engagement, (3) a plan to minimize legal costs as best as possible, (4) any specific legal questions you may have about any Website Content, and (5) child support, if applicable. If time permits, the Network Attorney will prepare a Child Support Worksheet for you provided you have the required financial information.

C. *Any consultation does NOT commit either you or the Network Attorney to any financial, legal, service or other obligation following the consultation. If you need services from the Network Attorney following the consultation, you must properly engage the Network Attorney. If you fail to do so, there is no attorney-client relationship with the Network Attorney following the consultation, and the attorney-client relationship during the consultation is limited as set forth herein.*

(1) Per agreement with the Network Attorney, provided you properly engage the Network Attorney during the consultation, the Network Attorney's compensation terms are "locked in" at the time the Network Attorney is chosen for the consultation based on the discount published on the Website at this time. If you properly engage a Network Attorney other than the one initially selected for your free consultation, the compensation terms are "locked in" at the time of engagement.

(2) In the rare event the Network Attorney fails to honor his or her commitment regarding the discounted compensation terms as published on the Website, the member's recourse is strictly against the Network Attorney, not SMD.

(3) Complaints About Network Attorney. A member may notify SMD of any problem with any Network Attorney by sending an email to SMD with "Member Complaint About Network Attorney" in the subject line. However, as SMD cannot provide any member with any legal advice, all we can do is forward the complaint to the Network Attorney and log the complaint for consideration of network termination. As SMD does not and cannot guarantee the performance of any Network Attorney, SMD is not obligated to refund any membership fee based on complaints against a Network Attorney.

D. For the Paying Member's initial consultation, SMD pays an agreed consultation fee to the Network Attorney on behalf of the paying member. Accordingly, the "free" consultation for the Paying Member is guaranteed by SMD.

E. SMD does not pay a consultation fee to any Network Attorney for the Courtesy Member. Consequently, SMD cannot guarantee the non-paying spouse any "free consultation". However, the consultation fee charged by any Network Attorney for any Courtesy Member or for any additional consultation for a Paying Member is published on the Website. Some Network Attorneys may offer a free consultation to the Courtesy Member or to any Paying Member for any additional consultation.

5. Attorney Representation. If a member is dealing with a contested divorce, SMD presumes you will be working in conjunction with an attorney during the pendency of your case.

(1) If you do not hire the Network Attorney chosen for the free consultation, you promise to continue searching the SMD Network in good faith and promise to hire a Network Attorney or an Outside Attorney as soon as possible.

(2) If you plan to hire an Outside Attorney, you agree to ask this attorney first to join SMD as a Network Attorney before engagement - there is no cost to join as a Network Attorney. By having the attorney join SMD, the attorney has to agree with SMD to honor the minimum 10% discount on the hourly rate promised to our members. Further, the attorney will have access to your documents and other information via the Website which may allow the attorney to minimize his or her workload, and the attorney will have access to suggested best practices and other proprietary content designed to facilitate an early settlement and minimize costs.

(3) You promise that, if you cannot presently afford to hire an attorney, you will hire an attorney as soon as possible, well before any appearance in court.

(4) Use by "Pro Se" Contested Members Prohibited. You acknowledge that, other than simple filings for an uncontested divorce, no Website Content is intended to assist any member who intends to represent himself or herself in a contested action. Rather, if you are dealing with a contested divorce, it is strictly intended to inform and educate you as a continuing client of a Network Attorney and empower you to function as a "document manager" for your attorney and thereby minimize legal expense. Use of this Website by a member who is acting pro se in a contested divorce is NOT AUTHORIZED. *Further, you acknowledge that, if you represent yourself at any hearing or trial, you could suffer adverse consequences.*

6. Member Covenants. You acknowledge the design and function of the Website and all Website Content is proprietary and is the unique intellectual property of SMD. The Website is further protected by copyright law. Accordingly, SMD seeks to guard and protect its valid intellectual property rights and other interests.

(1) In joining as a member, you represent you and your spouse are "good faith consumers" and are not operating as an agent of any competitor. You may not use your membership to assist any competitor in any manner.

(2) You acknowledge and agree the Website Content is strictly for the good faith use and benefit of valid SMD members. You will not allow or facilitate any non-member use of the Website. You will not disseminate any documents or contents you obtain from the Website to any third party, other than to your attorney, your spouse, or to the Court or the Clerk of Court in the ordinary course of litigation.

(3) You promise to keep your password secure and promise not to provide your login or passcode to anyone, including your spouse, friend or family member. You may, however, provide you login and password to an Outside Attorney who is actually representing you on the condition this attorney has reviewed these Complete Terms and has expressly agreed to respect and abide by these Complete Terms in good faith.

(4) You will not publish any false, inaccurate, misleading or unfairly derogative statements, comments, or opinions concerning or about SMD, or any statement, comments, or opinions concerning any of its representatives of any kind, on the internet or otherwise.

(5) You will not use this Website, or make sue of any Website Content, if you are representing yourself "pro se" in any contested action.

(6) If SMD has a good faith reason to believe that any member has breached any of these Member Covenants, or any other terms of the Member Agreement as amplified by these Complete Terms, and/or otherwise is not operating in good faith and/or is compromising its interests, SMD shall have the right to terminate your membership, any courtesy membership provided to your spouse, and any and all access to the Website. However, any such action will NOT terminate any valid attorney-client relationship with any Network Attorney in place at this time.

(7) If you knowingly breach these Complete Terms, SMD shall further have the right to take legal action against you and others potentially. If such legal action is taken, and if SMD prevails in enforcing these Complete Terms, proving any breach of the Member Agreement as amplified by these Complete Terms, or otherwise secures an award of damages, you shall be liable for any and all of SMD's costs of such action, including its reasonable attorney's fees.

7. SMD Provides Technical Assistance Only. After you have joined as a member, SMD can only provide you with technical assistance to ensure that the Website is functioning correctly. It will typically do so only via email or chat interface if available. You agree that you will not contact SMD with the intent to ask any legal question and will not ask any legal questions of any SMD representative, employee or agent.

8. Hold Harmless and Release of SMD. Notwithstanding any claim you may assert against SMD, you hereby hold harmless SMD, Mr. Hippe, and any and all other SMD officers, directors, members, owners, representatives, agents and/or employees (collectively "Protected Parties") and forever release and discharge SMD and all Protected Parties from any and all claims, causes of action, costs, expenses, financial injuries, or legal damages, if any, that could arise or result from your use of the Website, the General Educational Information, or any other Website Content, or that could otherwise arise or result from any act or omission of any SMD Network Attorney.

A. Attorney's Fees. If you bring any action against SMD or any of the Protected Parties based on any claim or cause of action for which SMD or any of the Protected Parties have been held harmless and released herein, or that otherwise arises out of you or your spouse's use of the Website, you shall be liable for any and all costs, including any and all reasonable attorney's fees, incurred by SMD or any of the Protected Parties in defending any such claim or cause of action and/or in enforcing these Complete Terms in any such action.

B. Limitation of Liability. Even if SMD is found to be in breach of any express or implied terms of the Member Agreement, neither SMD nor any of the Protected Parties shall ever be liable to you or your spouse for more than the membership fee actually paid to SMD. This shall be the maximum limit of SMD's and any of the Protected Parties' total and cumulative liability, if any, to either you or your spouse in any and all situations. This limit of liability is stipulated and acknowledged to be a fair and reasonable approximation of the maximum legal damages the use of the Website could possibly cause any member or spouse and is not a penalty.

9. Complete Agreement. The Member Agreement as amplified by these Complete Terms shall constitute the full and complete agreement between you and SMD. All prior or contemporaneous representations and promises contained on the Website and all agreements and understandings are merged herein. No subsequent representations, statements conduct, communications, or discussions by either party may alter or amend the terms or conditions of the Member Agreement as amplified by these Complete Terms.

10. Term. Your membership and access to the Website shall be good and valid for a period of three (3) years from the date of the Paying Member's initial Member Agreement.

11. Money Back Guarantee. Provided you have not made use of SMD's documents and processes, and provided your request is compliant and in good faith, we will refund the Paying Member the membership fee so tendered IF the request is properly made within ten (10) days of the date of this Agreement, counting the date of this Agreement. You must send an email to SMD stating "Request for Refund of Membership Fee" in the subject line and you must set forth the reasons for request. SMD will review the request and issue the refund if compliant.