

Hit the Mark

Terms of Use

Last Revised on October 27, 2025

This Terms of Use Agreement (the “ToU”) is made between Alyce Zawacki Law, PLLC doing business as Hit the Mark (“Hit the Mark,” “we,” “us,” or “our”) and you, the individual choosing to use our Online Services as defined below (“you,” or the “user”).

Our Privacy Policy is subject to this ToU. There are terms in the Privacy Policy that materially affect how your personal information is stored, accessed, and processed. As such, you should read our Privacy Policy in addition to this ToU.

Acceptance of ToU

We know these ToUs can be tedious to get through. However, by accessing our Online Services, it is understood that you agree to comply and be legally bound by the terms set out in this ToU, which is why you really should stick it out and read the whole thing.

Changes to Terms

From time to time, we may need to make changes to this ToU and may do so at any time. The date at the top of this ToU represents when this ToU was last revised. It is important to check this ToU from time to time to ensure that you are all caught up to date. By continuing to access or use our Online Services after a change has occurred, you agree to be bound by our updated ToU.

Online Services this ToU Covers

Hit the Mark is a law firm offering trademark services (the “Legal Services”). We also offer a website where users can explore our offerings and a blog featuring posts related to trademark law (the “Blog”). This ToU applies to our online services, including our website, hitthemark.legal (the “Site”), and any future online services we develop, including social media pages (collectively the “Online Services”). This ToU is effective from the date you start using our Online Services and will continue until you cease using our Online Services. Please note that our Legal Services are controlled by a separate service agreement provided to you upon engaging us for such services.

Services This ToU Doesn’t Cover

We may, at times, link to the websites and services of other brands or partners that we love. This may include third-party affiliate links available on the Blog. When you click on one of these links, you are leaving Hit the Mark, and this ToU no longer applies. The way third parties do business is out of our hands, and we assume no responsibility for the content, privacy policies, or practices of any third-party website or service. Please note that when you are using any other third-party platform to interact with our Online Services, such as Google, Instagram, or Facebook, you agree to their service policies, and this ToU is, in addition to, not in place of such agreements.

Conditions Before You Access Our Online Services

Our Online Services are not targeted or intended to be used by people under the age of 18, and you are not permitted to make purchases from our Online Services unless you are over the age

of 18. All children between the ages of 13 and 17 must have permission from their parent or guardian before accessing our Online Services. If you live outside of the United States, your country may apply stricter age limits. In some cases, even if you are older than 13, you may not be legally allowed to access our Online Services regardless of having parental permission. You must be authorized to use our Online Services and enter into this ToU if you are acting on behalf of a company.

User Accounts

We don't require you to have a user account to browse our Online Services or read the Blog. However, if you wish to interact with our social media platforms or create an account through the use of a third-party, you may be required to create an account with that social media platform or third-party (the "Third-Party Accounts"). We have no control over Third-Party Accounts or the personal information requested by these third parties. We do not have access to passwords created for Third-Party Accounts.

Suspension and Termination of Access to Online Services

- Involuntary Suspension or Termination of Access to Online Services

We may notify you if we have a reason to believe that you have violated this ToU and may issue you a written warning outlining the behavior we believe is in violation. However, we reserve the right to prevent access to our Online Services at any time for any reason.

- Voluntary Termination of Third-Party Accounts

You are free to delete your Third-Party Account at any time voluntarily. Your account may be terminated by contacting the third party directly.

Affiliate and Commission Disclaimer

While we only feature third-party items and services in our Online Services that we love, we may receive a commission or other benefit when you make a purchase from a third-party affiliate vendor that we feature.

Pricing, Billing & Availability

All purchases made through a third-party link on our Site or Blog are set and processed directly through the online third-party vendor. Therefore, we cannot and do not guarantee pricing or availability of items that we feature. As such, advertised prices are not guaranteed until a purchase has been made and you have received a confirmation email of such purchase. All credit card payments for said purchases are also processed through these third-party vendors; this means we never personally see or store your credit card information when you make an online purchase of a product promoted through the Site or Blog. Prices advertised may be subject to taxes and shipping costs which may be calculated after checkout.

Shipping & Returns

All product purchases made through our Site or Blog are subject to the shipping, return, and exchange policies of the online third-party vendor. Therefore, we cannot and do not control shipping, returns, and exchanges in connection with these items.

Publicity

We love showing others how our Online Services are enjoyed by our customers! When you post a public review, post, or comment on our website or on a third-party platform (including

Instagram, Facebook, and Google Reviews), you grant to Hit the Mark a perpetual, worldwide, payment-free, irrevocable license to use, repost, republish and share any such public reviews, posts, or comments that you make about Hit the Mark for our publicity and marketing purposes.

Testimonials & Reviews Disclaimer

Our Online Services may contain testimonials and reviews of our Online Services by other users of our Online Services. While based on the real-life experiences and opinions of such users, such opinions do not reflect the experiences of all of our users, and user experiences with our Online Services may vary. The views and opinions in such reviews solely belong to the user and do not reflect our views and opinions.

No Client-Attorney Relationship

Interaction and receipt of information via our Online Services do not create an attorney-client relationship between you and Hit the Mark or any of our attorneys. We will not render Legal Services without entering into a client-attorney agreement with you. Any information you provide that is not subject to a separate executed client-attorney agreement between us is not privileged or confidential.

Service Pricing & Availability

Any advertised prices for Legal Services are not guaranteed until you have signed a client-attorney agreement with us and been invoiced for such services. We reserve the right to change advertised prices at any time. We cannot guarantee that we will be available or suitable to fulfill any advertised services upon your request and the rendering of Legal Services is entirely at our discretion.

Educational & Informational Purposes Only

The information available on our Online Services is for general educational and information purposes only. Nothing provided on our Online Services should be taken as legal advice for any individual case or situation. You should not act, or refrain from acting, based on information provided by us via our Online Services. We make no guarantee or warranty that information provided on our Online Services is complete, error-free, accurate, or current. Information that we provide is in no way a substitute for professional legal advice from a lawyer authorized to practice in your jurisdiction.

Intellectual Property & Grant of License to Use Online Services

Our Online Services contain content, such as the “Hit the Mark” name and logo, descriptions, our website design, our website code, videos, and photos are protected by copyright, trademark, patent, trade secret, and other laws. We own and retain all rights to such content. We may also use some open source and licensed third-party content in our Online Services such as fonts, photos, and graphics. We do not make any claim of ownership to AI or third-party content, and no user is permitted to use third-party content in a way that violates third-party licensing agreements. Hit the Mark does not grant or transfer any other rights, title, or interest to you other than the following limited license: Hit the Mark grants to you a limited, non-exclusive, non-transferable, revocable license to access and use Hit the Mark's Online Services for non-commercial personal purposes only. Hit the Mark reserves the right to terminate this license at any time if your use of our Online Services is not in strict compliance with this ToU. For purposes of clarity, you must not appropriate, exploit, adapt, recreate, reproduce, publish, or distribute any current, past or future website content, in any form or media, unless we have signed an agreement with you stating otherwise.

Copyright Policy & DMCA Claims

Hit the Mark respects the intellectual property rights of others. Our policy is to respond to and investigate any claim that content used in connection with our Online Services infringes on any person or entity's copyright or other intellectual property rights. If you are a copyright owner or an authorized agent of a copyright owner, and you believe that content on our Online Services infringes on another copyrighted work, please submit your claim via email to hello@hitthemark.legal, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement. Per 17 U.S.C. 512(c)(3) of the Digital Millennium Copyright Act (DMCA), your claim must include:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on our Online Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized agent permitted to act on the copyright owner's behalf.

Please be aware that you may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims relating to content that you report as being allegedly infringing in nature.

Representations and Warranties

- Hit the Mark's Representations and Warranties
OUR ONLINE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." HIT THE MARK MAY USE REASONABLE EFFORTS TO CORRECT ERRORS AND OMISSIONS IN OUR ONLINE SERVICES. HOWEVER, HIT THE MARK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THAT THE LAW OF THE JURISDICTION PERMITS. HIT THE MARK DOES NOT WARRANT THAT USE OF HIT THE MARK'S ONLINE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT DATA WILL NOT BE LOST. HIT THE MARK IS NOT RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ALL OF OUR TERMS AND CONDITIONS AND WILL NOT BE LIABLE FOR ANY ACTIONS THAT RESULT FROM YOUR NON-COMPLIANCE.
- User Representations and Warranties
By using Hit the Mark's Online Services, you represent and warrant that:

- You are free to enter into and comply with this ToU and are not under any disability, restriction, or prohibition, contractual or otherwise, that prevents you from entering into this ToU;
- You will provide accurate and truthful information regarding your personal identification and will not use any other person's information;
- You have read and agree to this ToU and will not use Hit the Mark's Online Services for any fraudulent or inappropriate purpose or in a way that violates these terms and conditions;
- You will not try to reverse engineer our site or software to circumvent access to our Online Services;
- You will not circumvent or hack any technology used by Hit the Mark to protect our Online Services and our users;
- You will not transmit any worms or viruses or any code of a destructive nature;
- You will not copy or fraudulently reproduce Hit the Mark's content or violate our intellectual property rights; and
- You will not modify another website so as to falsely imply that it is associated or affiliated with Hit the Mark or our Online Services.

Limitation of Liability

IN NO EVENT WILL HIT THE MARK BE LIABLE FOR YOUR FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION, YOUR FAILURE TO KEEP PERSONAL INFORMATION CONFIDENTIAL, YOUR FAILURE TO COMPLY WITH ANY OTHER LAWS, OR YOUR FAILURE TO COMPLY WITH THIS TOU. HIT THE MARK WILL ALSO NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, CHANGES TO THE ONLINE SERVICES OR PLATFORM, TEMPORARY OR PERMANENT SUSPENSION OF ONLINE SERVICES, DAMAGE TO COMPUTER OR HARDWARE, SECURITY BREACHES, INTERRUPTION OF BUSINESS, LOST PROFITS, BREACH OF A THIRD-PARTY CONTRACT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER RESULTING FROM AN ACTION UNDER CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF HIT THE MARK UNDER THIS TOU EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO HIT THE MARK FOR OUR ONLINE SERVICES. IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, HIT THE MARK'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE JURISDICTION. YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK AND HAVE BEEN REACHED DUE TO FUNDAMENTAL BARGAINING BETWEEN YOU AND HIT THE MARK.

Indemnification

You agree to indemnify and hold Hit the Mark harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs) resulting from or arising from any breach by you of this ToU, and any activity related to your engagement with our Online Services.

Release

You hereby release and forever discharge Hit the Mark (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present,

and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to Hit the Mark, the Hit the Mark Online Services (including any interactions with, or act or omission of, other users, or any third-party links and ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Privacy, Cookies, and Data Protection

We care about your personal information; any personal information you provide to us is collected, stored, and processed by us and used according to our Privacy Policy. Our use of cookies and data protection systems are also explained in this policy.

International Users

Please note that our Online Services are controlled from our offices within the United States of America and, though the Online Services may be hosted outside of the United States of America, are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO NOT REPRESENT OR WARRANT THAT OUR ONLINE SERVICES ARE APPROPRIATE, LEGAL, OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. Those who choose to access Hit the Mark’s Online Services outside of the United States of America do so on their own initiative and assume all risks associated with such access, including but not limited to any compliance with their particular jurisdictions’ laws and regulations and any United States export controls. We reserve the right to limit our Online Services, in whole or in part, to any geographic location or jurisdiction we choose.

Dispute Resolution

THIS SECTION OF OUR TERMS AND CONDITIONS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO BE PART OF A CLASS ACTION. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR ONLINE SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THIS TOU AND TERMINATION OR EXPIRATION OF ANY ONLINE SERVICES PROVIDED BY HIT THE MARK.

- Letting Us Know About Complaints

At Hit the Mark, we hope that we can work out any complaints or differences that we may have with you respectfully and calmly. If you have any concerns about Hit the Mark’s Online Services, please reach out to Hit the Mark to let us know. If we cannot work out our differences together, then the following mandatory binding arbitration will apply to resolve the dispute.

- Mandatory Binding Arbitration

If a dispute arising out of or relating to Online Services provided under this ToU cannot be amicably resolved, the parties agree to attempt to settle the dispute with the help of a mutually agreed-upon Travis County, Texas, mediator. Each party will bear their own mediation costs unless otherwise expressly agreed upon by both parties. The parties must mediate in good faith until a settlement is reached or the mediator declares an impasse has been reached. If a settlement is not achieved through mediation, the dispute must be settled by binding arbitration administered by the American Arbitration Association (AAA) in San Antonio, Texas per its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes (“AAA Rules”). Except that mandatory binding arbitration will not apply with respect to any claims relating to infringement or misuse of intellectual property or any legal dispute that falls into the jurisdiction of a small claim court and would be more efficiently and cost-effectively resolved in a small claims court. Arbitration must be commenced by filing a demand for arbitration with the AAA within one (1) year after the claim occurs or within one (1) year of the party asserting the claim and becoming reasonably aware of the act or omission giving rise to the claim. If applicable law prohibits a one-year statute of limitations for asserting claims, claims must be asserted within the shortest period of time permitted by the applicable law. Except for attorney fees, all other costs associated with the arbitration will be shared equally between the parties, except where the AAA Rules provide otherwise.

- Prevailing Party

If an arbitrator or court of law determines a claim against Hit the Mark to be frivolous or an opinion is found in our favor by the arbitrators or court, you agree to reimburse Hit the Mark for all fees associated with the arbitration and/or court case, including attorneys’ fees and arbitration/court costs.

- Class Action Waiver

You agree to waive any right to participate in a class or representative action or proceeding and warrant that any claims brought against Hit the Mark will be initiated only in your individual capacity. Any relief awarded by an arbitrator or court of law will not affect other users of Hit the Mark’s Online Services.

Assignment

You are not entitled to assign this ToU, in whole or in part, to another person, without the prior written consent of Hit the Mark. Hit the Mark reserves the right to assign this ToU, in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity acquiring all or substantially all of the Hit the Mark business or assets.

Survival of Terms Beyond Termination

All provisions in this ToU that specifically state or logically ought to survive the termination of this ToU will survive such termination, including but not limited to payment obligations, intellectual property rights, warranties, indemnities, and limitation on liability clauses.

Waiver and Severability

No waiver by Hit the Mark of any term or condition in this ToU will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this ToU or any other agreement. If any term or condition in this ToU is declared to be invalid, illegal, or unenforceable for any reason, the

remainder of the provisions will remain in effect and will be enforceable to the fullest extent possible.

Applicable Law and Jurisdiction

Except where otherwise required by mandatory law, this ToU and our Privacy Policy are to be governed by and interpreted, construed, and enforced per the laws of the state of Texas without regard to conflict of law provisions. All disputes are to be resolved in the jurisdiction of Travis County, Texas, unless otherwise stated in these ToU.

Entire Agreement

This ToU and our Privacy Policy represent the entire and exclusive agreement between Hit the Mark and users of our Online Services. All previous written and oral agreements and communications related to the subject matter of this ToU and Privacy Policy are superseded. If any additional service agreement is provided or has been provided in addition to this ToU and Privacy Policy, such agreements are intended to be in addition and not in lieu of this ToU. To the extent that there are any provisions in such service agreements that conflict with the terms of this ToU, the terms of the service agreement will prevail.

Contact Us

Thanks for your patience in getting through all of the necessary legal language of this document! We have tried to be as clear as possible in communicating our expectations regarding our Online Services. However, if you have any questions about this ToU, our Privacy Policy, or Hit the Mark's services in general, just reach out! We would be more than happy to explain.

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