

Terms and Conditions of Use

KYBiz.org -- A joint educational resource of the Northern Kentucky University Salmon P. Chase College of Law ("NKU Chase"), through its Small Business and Nonprofit Clinic ("the Clinic") and the Kentucky Science and Technology Corporation ("the Agency")

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1. Acceptance of These Terms

By accessing or using this website (the "Site"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use the Site. The Clinic and the Agency (together, "we," "us," or "our") may update these Terms from time to time as described in Section 14 below.

2. Purpose of This Site

This Site is provided as a free public education resource for small business owners and entrepreneurs in Kentucky. It is intended to help users understand general legal concepts relevant to starting and operating a small business in Kentucky. The Site is operated jointly by the Clinic, a program of NKU Chase, and the Agency, a Kentucky state agency, as part of their shared mission to support small business development in the Commonwealth.

3. NO LEGAL ADVICE — PLEASE READ CAREFULLY

THE CONTENT ON THIS SITE IS PROVIDED FOR GENERAL EDUCATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE.

Nothing on this Site — including but not limited to articles, summaries, checklists, forms, FAQs, templates, or any other content — should be understood as legal advice or relied upon as a substitute for legal advice from a licensed attorney. This includes **any response you may receive to a message or question you submit through the Site's messaging feature**, as described further in Section 5 below.

Laws change frequently, vary by jurisdiction, and apply differently depending on the specific facts of a situation. No content on this Site is a substitute for a consultation with a qualified attorney who can evaluate your particular circumstances. You should not act, or refrain from acting, based on anything you read on this Site without first seeking advice from a licensed attorney admitted to practice in the relevant jurisdiction.

4. No Attorney-Client Relationship

Use of this Site, including browsing its content or submitting a message through the messaging feature, **does not create an attorney-client relationship** between you and the Clinic, NKU

Chase, any clinic student, any clinic director, any supervising attorney, the Agency, or any other person or entity associated with the Site.

An attorney-client relationship with the Clinic is formed only after the Clinic has (a) completed a conflicts-of-interest check, (b) determined that it is able to accept you as a client given its capacity, scope, and eligibility requirements, and (c) confirmed that relationship in writing through the Clinic's standard intake and engagement process. Submitting a question through this Site is not an application for, and does not guarantee, representation by the Clinic.

5. Submitting Questions or Messages to the Clinic

This Site allows users to submit questions or messages to the Clinic. By using this feature, you understand and agree to the following:

- a. **No guarantee of a response.** The Clinic cannot guarantee that it will respond to any message, or respond within any particular timeframe. The Clinic operates with limited capacity and may not be able to assist every person who submits a question.
- b. **Responses are general information, not legal advice.** Any response you receive — whether from a law student, supervising attorney, or other Clinic representative — is general educational information only, provided on the same basis as the rest of the Site's content, and is not legal advice specific to your situation unless and until a formal attorney-client relationship has been established as described in Section 4.
- c. **Messages are not confidential or privileged.** Because no attorney-client relationship exists unless and until the Clinic formally agrees to represent you, information you submit through this Site is not protected by attorney-client privilege and should not be treated as confidential. Please do not include sensitive, confidential, or identifying details about your legal situation that you would not want disclosed.
- d. **Do not wait on a response before protecting your legal rights.** Legal claims and rights are frequently subject to strict deadlines (statutes of limitations and similar filing deadlines). **Do not delay seeking advice from a licensed attorney, or taking any action necessary to protect your legal rights, while you wait for a response from the Clinic.** If a matter is time-sensitive, consult a licensed attorney immediately.
- e. **No conflicts screening occurs before you submit a message.** Submitting information about a dispute involving another party does not prevent the Clinic from representing that other party, or from declining to assist you for any reason, including a conflict of interest identified later.

6. No Warranty; Accuracy of Content

The Site and its content are provided "as is" and "as available," without warranties of any kind, whether express or implied, including but not limited to implied warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement.

While we attempt to keep the Site's content current and accurate, the Clinic and the Agency make no representations or warranties that the content is complete, accurate, reliable, or up to date.

Laws, regulations, and their interpretations change, and content may not reflect the most recent legal developments. We do not warrant that the Site will be uninterrupted, secure, or error-free.

7. Limitation of Liability

To the fullest extent permitted by applicable law, the Clinic, NKU Chase, the Agency, and their respective regents, officers, employees, students, agents, and affiliates shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of, or inability to use, this Site or its content, including any reliance on Site content or any message exchanged through the Site's messaging feature.

Nothing in these Terms is intended to limit any liability that cannot be limited under applicable Kentucky or federal law.

8. Sovereign and Governmental Immunity

Nothing in these Terms, including the limitation of liability and indemnification provisions above, constitutes or shall be construed as a waiver of any sovereign, governmental, official, or qualified immunity, or any other defense, protection, or limitation on liability available to the Agency, NKU Chase, the Clinic, the Commonwealth of Kentucky, or their respective regents, officers, employees, students, or agents under the Kentucky Constitution, the Kentucky Board of Claims Act (KRS Chapter 44), or any other applicable state or federal law. Such immunities and defenses are expressly reserved. No provision of these Terms shall be interpreted to expand any party's liability beyond what is permitted by applicable law.

9. Intellectual Property

Unless otherwise noted, the content on this Site is owned by, or licensed to, the Clinic, NKU Chase, and/or the Agency. You may view, download, and print content from the Site for your own personal or internal business educational use. You may not reproduce, republish, distribute, or create derivative works from Site content for commercial purposes, or remove any copyright or attribution notices, without prior written permission.

Any trademarks, logos, or names of NKU Chase or the Agency appearing on the Site may not be used without prior written consent.

10. User Conduct

When using the Site, including the messaging feature, you agree not to:

- Submit false, misleading, abusive, threatening, or unlawful content;
- Attempt to gain unauthorized access to the Site, its systems, or any related accounts;
- Use the Site to submit spam, solicitations, or content unrelated to its educational purpose;
- Use the Site in any way that violates applicable local, state, or federal law.

We reserve the right to remove content, suspend access, or decline to respond to messages that violate this section.

11. Third-Party Links and Resources

This Site may contain links to third-party websites, government resources, or other materials not maintained by the Clinic or the Agency. These links are provided for convenience only. We do not endorse, and are not responsible for, the content, accuracy, or practices of any linked third-party site.

12. Privacy

Our collection and use of information submitted through the Site, including messages sent to the Clinic, is described in our [Privacy Policy](#), which is incorporated into these Terms by reference. Please review the Privacy Policy to understand how your information is collected, used, and protected.

13. Accessibility

The Agency and the Clinic are committed to making this Site accessible to all users, consistent with applicable state and federal accessibility requirements. If you encounter accessibility barriers on the Site, please contact us using the information in Section 19.

14. Indemnification

You agree to indemnify and hold harmless the Clinic, NKU Chase, the Agency, and their respective trustees, officers, employees, students, and agents from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of your use of the Site, your violation of these Terms, or your submission of content through the Site.

15. Modifications to the Site and These Terms

We may update, modify, or discontinue any part of the Site, and may revise these Terms, at any time without prior notice. The "Last Updated" date at the top of this page reflects the most recent revision. Your continued use of the Site after changes are posted constitutes your acceptance of the revised Terms.

16. Suspension or Termination of Access

We reserve the right to suspend or terminate your access to the Site, including the messaging feature, at any time and for any reason, including violation of these Terms.

17. Governing Law and Venue

These Terms are governed by the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms or the Site shall be subject to the exclusive jurisdiction of the state or federal courts located in Campbell County, Kentucky.

18. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

19. No Waiver

Our failure to enforce, or any delay in enforcing, any provision of these Terms shall not be deemed a waiver of that provision or of our right to enforce it or any other provision at a later time. No waiver of any provision of these Terms shall be effective unless made in writing, and no such waiver shall constitute a continuing waiver or a waiver of any other provision.

20. Survival

The provisions of these Terms that by their nature should survive termination or expiration shall survive, including, without limitation, the sections titled No Legal Advice, No Attorney-Client Relationship, No Warranty; Accuracy of Content, Limitation of Liability, Sovereign and Governmental Immunity, Intellectual Property, Indemnification, Governing Law and Venue, Severability, No Waiver, and Entire Agreement. Termination or suspension of your access to the Site shall not affect any rights or obligations that accrued prior to such termination or suspension.

21. Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and us regarding use of the Site, and supersede any prior agreements regarding the same subject matter.

22. Contact Us

Questions about these Terms may be directed to:

Christopher Muzzo, Director NKU Chase Small Business and Nonprofit Clinic
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