

Standard Adamsky Terms and Conditions

“SATAC”

All Entities doing business with Adamsky are subject to these terms and conditions. Entering into any transaction, providing a service, or providing a product constitutes acceptance of these SATAC. SATAC does not apply to the relationship of Clients with the Adamsky Law Offices.

DEFINITIONS

“Adamsky” means any one or combination of the following: Edward H. Adamsky, Madelyn L. Adamsky, Anthony E. Adamsky, Daniel H. Adamsky, Adamsky Law Offices (Massachusetts and New Hampshire).

“You” “Entities” or “Entity” refers to any person, company, individual or other entity doing business with Adamsky.

“Doing Business” or “Entering into a Transaction” means the provision of services or goods and includes all other common meanings of the term and includes all Contracts or Agreements for goods and services.

“SATAC” is an abbreviation for and means Standard Adamsky Terms and Conditions.

SATAC TERMS CONTROL

The terms of SATAC control and override any conflicting terms in any other written or oral agreement. Terms in any other agreement that do not comport with SATAC are void. The terms of SATAC cannot be modified without the express written agreement of Adamsky with specific reference to the term of SATAC being modified.

PRICING

Adamsky must be given the lowest price charged to any other customer for the same or substantially similar product or service by the Entity. Pricing may be individually agreed to by Adamsky and the Entity, but if not, then it must meet these terms. Prices may not be changed without the express written consent of Adamsky.

LITIGATION – ALTERNATE DISPUTE RESOLUTION – ARBITRATION

Adamsky expressly prohibits the requirement of Arbitration or other Alternative Dispute Resolution. Any terms in any contract or agreement, written or oral, that attempt to require Arbitration or other Alternative Dispute Resolution are void.

JURISDICTION

The jurisdiction for all contracts and agreements regarding Adamsky is either Massachusetts or New Hampshire depending on whether the services or products are to be delivered to Adamsky Law Offices in Massachusetts or other Adamsky entities in New Hampshire. Agreements with Daniel Adamsky, entered into in New York, may utilize the jurisdiction of New York. No other jurisdiction is accepted or allowed by Adamsky. Clauses to the contrary in any agreement are void.

AUTOMATICALLY RENEWING CONTRACTS ARE VOID

No agreement or contract with Adamsky may automatically renew without the express written consent of Adamsky which specifically mentions an override of this SATAC clause. All clauses to the contrary are void.

EARLY TERMINATION FEES OR PENALTIES ARE VOID

No agreement or contract with Adamsky may contain an early termination fee or penalty. All clauses to the contrary are void.

COPYRIGHTS AND TRADEMARKS

All material written or created by Adamsky remains the property of Adamsky and no license or copyright is extended to any other entity by any contract or agreement whatsoever, any clauses to the contrary in any agreement are void. No likenesses of Adamsky may be used for commercial or any other purposes without the express written consent of Adamsky. All trademarks of Adamsky, whether registered or common-law remain the property of Adamsky and no use or license of them is permitted without the express written consent of Adamsky. All names, addresses and other personal and identifying information remain the sole property of Adamsky and all rights to them are reserved.

“ACCEPT OR DECLINE” CONTRACTS ARE SUBJECT TO SATAC

All contracts, especially electronic ones, that only allow for acceptance or rejection, are subject to and modified by SATAC. Any written or electronic acceptance by Adamsky includes an automatic reference and inclusion of all SATAC terms, and an automatic rejections of all terms that do not comply with SATAC. No Contract with Adamsky can eliminate the inclusion of SATAC terms without the express written consent of Adamsky.

All electronic agreements include and are modified by SATAC. When Adamsky checks a box or makes an electronic selection that purports to indicate agreement with all terms or any agreement, that agreement is automatically amended by SATAC to eliminate any terms not conforming with SATAC. Checking such a box does not actually indicate agreement with the terms of any referenced agreement, and any and all terms of such an agreement are void as to Adamsky.

SELLING PRODUCTS OR LICENSES TO USE PRODUCTS

Any Entity that sells or purports to sell a product to Adamsky may not limit use of that product by any license terms that are contrary to SATAC or that eliminate any normal and expected use of that product. Copyrights, Patents and Trademarks will, of course, remain that of the Entity, but the product itself will become the full and complete property of Adamsky.

CONTINUING DOING BUSINESS WITH ADAMSKY

Any entity that does not wish to be bound by the terms of SATAC may only do so by withdrawing from doing business with Adamsky. Continuation of doing business with Adamsky is consent and agreement to these terms.

SATAC TERMS MODIFICATION

Entities are advised that SATAC terms may be modified at any time by Adamsky. Continuing Doing Business with Adamsky after a modification of SATAC constitutes acceptance of the modified terms. Notification of changes to SATAC may be direct or by posting them online.

ADAMSKY (SATAC) PRIVACY REGULATIONS

1. All entities doing business with Adamsky agree to and accept these privacy regulations and these privacy regulations supersede any other rules or contract terms to the contrary. These privacy regulations may be modified at any time. Continuing to do business with Adamsky constitutes acceptance of these privacy regulations and any future modifications.
2. All data related to transactions or business done by Adamsky with any other entity remains the property of Adamsky. No data regarding Adamsky may be sold, transferred or conveyed to any other entity without the express written consent of Adamsky with specific reference to these SATAC Privacy Regulations. Transferring such information, especially for compensation, shall entitle Adamsky to compensation from the entity transferring that information.
3. All information provided to any Entity doing business with Adamsky is private to Adamsky and may not be shared or retransmitted to any other entity including related and affiliated entities.
4. Entities doing business with Adamsky shall not share any information regarding that business with any other entity including related and affiliated entities.
5. Entities doing business with Adamsky shall maintain all data concerning Adamsky in a safe and secure manner in compliance with all modern standards of data security. A violation of these Privacy Regulations shall entitle Adamsky to compensation from the entity breaching the privacy of Adamsky.