

Website Privacy Policy & Terms of Use

Law Office of D.C. Burnette, PLLC

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Purpose and scope. This document governs the public-facing website operated by the Law Office of D.C. Burnette, PLLC (the “Firm”), including its webpages, blog posts, videos, downloadable educational materials, newsletters, inquiry features, and other public online content that links to these terms (collectively, the “Site”). It is a public website policy. It does not describe the Firm’s internal law-practice systems, client-file procedures, technology architecture, workflows, access controls, security configurations, or other internal operations.

Separate legal disclosures. The Site also contains a separate Disclaimers & Disclosures page. That page is incorporated by reference for attorney-advertising, jurisdictional, results, testimonial, and related professional-responsibility disclosures. If a written engagement agreement governs legal services, that agreement controls the attorney-client relationship and scope of representation.

Part I - Website Privacy Policy

1. Information We Collect Through the Site

We collect information that you choose to provide through the Site, such as your name, contact information, information included in an inquiry, newsletter preferences, and other information you voluntarily submit. Please provide only the information reasonably necessary for the purpose of your communication.

The Site and service providers supporting it may also collect limited technical and usage information automatically, such as Internet Protocol address, browser and device information, referring pages, pages viewed, approximate location derived from technical data, timestamps, and information collected through cookies or similar technologies.

If the Site permits a payment or other transaction, payment information may be collected and processed by a payment processor or other service provider. The Firm generally does not need to receive or retain complete payment-card credentials merely because a transaction occurs through a Site-linked service.

2. How We Use Website Information

- To operate, maintain, secure, and improve the Site;
- To respond to inquiries and determine whether the Firm may be able to assist;
- To provide requested educational materials, newsletters, or other communications;
- To administer Site-related transactions and requests;
- To understand Site usage and performance;
- To detect, investigate, or prevent fraud, misuse, security incidents, or unlawful activity;
- To comply with applicable law, court orders, professional obligations, and lawful governmental requests; and
- For other purposes disclosed at the time information is collected or with your consent.

3. Inquiries and Prospective Clients

Submitting an inquiry does not by itself create an attorney-client relationship, obligate the Firm to accept a matter, or mean that the Firm is monitoring a legal deadline. The Firm must review matters for conflicts, fit, capacity, and other considerations before accepting representation. Any attorney-client relationship and scope of representation will be established only through the Firm's acceptance and the applicable written engagement process.

Information submitted in connection with a genuine request for possible legal representation may be subject to duties applicable to prospective clients under governing professional-responsibility law. To reduce unnecessary disclosure and potential conflicts, do not submit confidential information beyond what the Firm reasonably requests before the Firm has completed its initial review. The separate Disclaimers & Disclosures page and any notice presented with the Inquiry Form provide additional guidance.

4. Cookies, Analytics, and Similar Technologies

The Site may use cookies, pixels, local storage, analytics tools, or similar technologies for essential functionality, security, performance measurement, preferences, and understanding how visitors use the Site. Some of these technologies may be provided by third-party service providers.

You may be able to limit cookies through your browser or device settings. Disabling some technologies may affect Site functionality. Where applicable law requires additional consent or choice mechanisms, the Firm may provide them through the Site.

5. Service Providers and Other Disclosures

The Firm may disclose website information to categories of service providers that perform functions on the Firm's behalf, such as website hosting and technology services, communications services, analytics and performance services, payment processing, professional services, data storage, security, and other operational support. These providers may process information as necessary to perform services for the Firm and are subject to their own legal and contractual obligations.

For security and confidentiality reasons, this policy does not identify every service provider or disclose the Firm's internal technology architecture, system configurations, workflows, access controls, or security design.

The Firm may also disclose information when reasonably necessary to comply with law or legal process; protect the rights, safety, or property of the Firm, its clients, Site users, or others; investigate misuse or security concerns; complete a business reorganization or similar transaction subject to appropriate safeguards; or with your direction or consent.

The Firm does not sell personal information for monetary consideration. The Firm does not use personal information for targeted advertising as that term is defined by applicable comprehensive state privacy laws. If the Firm's practices materially change, this policy and any legally required Site controls will be updated.

6. Data Retention

Website information is retained for as long as reasonably necessary for the purposes described in this policy, including responding to inquiries, maintaining appropriate business and professional

records, complying with legal and regulatory obligations, resolving disputes, protecting security, and enforcing Site terms. Retention periods may vary by the type of information and the reason it was collected.

7. Security and Confidential Internal Systems

The Firm uses reasonable administrative, technical, and organizational measures appropriate to the nature of the information handled through the Site. No website, transmission method, or storage system can be guaranteed to be completely secure. Visitors should not use ordinary public website features to transmit highly sensitive information unless specifically instructed to do so through an appropriate channel.

The Firm's nonpublic technology architecture, system configurations, automation methods, internal workflows, security measures, access controls, operational procedures, and similar nonpublic business information are confidential to the Firm. Some of that information may constitute proprietary information or trade secrets under applicable law. Nothing in this policy is intended to disclose, waive protection for, or authorize access to such information.

8. Children's Privacy

The Site is intended for adults and is not directed to children under 13. The Firm does not knowingly collect personal information from children under 13 through the Site. If the Firm learns that such information was collected through the Site without appropriate authorization, it will take reasonable steps to address it.

9. Privacy Rights

Depending on where you live and whether a particular privacy law applies to the Firm or the processing at issue, you may have rights concerning access, correction, deletion, portability, restriction, objection, or certain uses of personal information. Not every privacy law applies to every business or every type of information. The Firm will evaluate verifiable privacy requests under the law applicable to the request.

To submit a website privacy request, email chris@dcburnettelaw.com with "Privacy Request" in the subject line. The Firm may take reasonable steps to verify your identity and authority before acting on a request.

10. Third-Party Websites and Embedded Content

The Site may link to or display content or functionality provided by third parties. Those third parties may collect information under their own terms and privacy policies. The Firm does not control third-party websites or services merely because the Site links to or embeds them.

11. Visitors Outside the United States

The Firm is based in the United States and the Site is principally directed to users in the United States. If you access the Site from another country, information may be processed in the United States or other locations where service providers operate, subject to applicable law.

12. Changes to this Privacy Policy

The Firm may update this Website Privacy Policy as the Site, applicable law, or the Firm's practices change. The "Last Updated" date identifies the current version. Material changes may also be identified through an additional Site notice when appropriate.

Part II - Website Terms of Use

1. Acceptance and Scope

By accessing or using the Site, you agree to these Website Terms of Use. If you do not agree, do not use the Site. These Terms govern use of the public Site; they do not replace an engagement agreement, fee agreement, or other written agreement governing legal services.

2. Educational and Informational Content

The Site, including blog posts, videos, articles, FAQs, downloadable materials, and other educational content, provides general information only. Site content is not individualized legal advice and should not be treated as a substitute for advice from a qualified professional who has reviewed the facts and law applicable to a particular matter.

Law, regulations, agency practices, forms, deadlines, and procedures change. Although the Firm may update Site content, the Firm does not promise that every item will always be current, complete, or applicable to your circumstances. Do not rely on Site content alone to calculate or protect a legal deadline.

3. No Attorney-Client Relationship from Site Use

Viewing the Site, watching a video, reading a blog post, downloading educational material, subscribing to a newsletter, following the Firm on social media, or otherwise interacting with public content does not create an attorney-client relationship. Submitting an inquiry is a request for the Firm to consider possible representation; it is not acceptance of representation.

The Firm represents a person only after the Firm has accepted the representation through the applicable written engagement process. The scope and duration of any representation are determined by that agreement and applicable law, not by general Site content.

4. Professional-Responsibility and Advertising Disclosures

The attorney responsible for the Firm's legal content is D.C. Burnette, an attorney licensed in Missouri. Legal services are provided only where permitted by applicable law, including federal practice where authorized. The attorney's professional conduct is governed by the rules and law applicable to the lawyer and the particular representation. Those professional rules are not incorporated into these Website Terms as independent contractual promises to Site users.

Additional attorney-advertising, jurisdictional, testimonial, results, and professional-responsibility disclosures appear on the Site's separate Disclaimers & Disclosures page and are incorporated by reference where applicable.

5. Intellectual Property and Permitted Use

Unless otherwise indicated, the Site and its original content - including text, graphics, logos, videos, audio, downloadable materials, design elements, and compilations - are owned by or licensed to the Firm and are protected by applicable intellectual-property law.

You may view, download, or print Site content for your personal, noncommercial informational use, provided you do not remove copyright, trademark, attribution, or other proprietary notices. You may share an ordinary link to a public Site page.

Except as permitted by law or with prior written permission, you may not republish substantial Site content; sell or commercially exploit it; falsely attribute it; use it to imply Firm endorsement; systematically scrape, harvest, index, extract, or copy substantial portions of the Site; use automated means to access the Site in a manner that burdens the Site or circumvents technical controls; or use nonpublic information obtained through unauthorized access.

Nothing in these Terms limits rights that cannot lawfully be restricted, including applicable fair-use rights.

6. Confidential and Proprietary Internal Information

No permission is granted to access, obtain, reverse engineer, probe, test, map, disclose, reproduce, or use the Firm's nonpublic systems, system architecture, configurations, automation methods, internal workflows, security measures, credentials, access controls, operational procedures, or other nonpublic business information. The Firm reserves all rights in confidential, proprietary, and trade-secret information under applicable law. This provision does not convert information the Firm has intentionally made public into a trade secret or restrict lawful independent discovery or other rights that cannot lawfully be restricted.

7. Acceptable Use

You may not use the Site to violate law; interfere with Site operation or security; attempt unauthorized access; probe or test vulnerabilities without authorization; introduce malicious code; impersonate another person; collect information about others unlawfully; abuse inquiry or communication features; or use the Site in a manner that materially disrupts access for others.

8. Third-Party Links and Content

Links, embeds, references, or integrations involving third parties are provided for convenience or functionality. Unless expressly stated otherwise, they do not constitute endorsement, sponsorship, or control by the Firm. Third-party content and services are governed by the third party's own terms and policies.

9. Site Availability and Changes

The Firm may change, suspend, remove, or discontinue Site content or functionality at any time. The Firm does not guarantee uninterrupted availability or error-free operation. The Firm may also correct errors, update content, and modify these Terms prospectively.

10. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE AND SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE FIRM DISCLAIMS WARRANTIES THAT ARE NOT EXPRESSLY REQUIRED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS SECTION DOES NOT LIMIT PROFESSIONAL DUTIES OR OBLIGATIONS THAT CANNOT LAWFULLY BE DISCLAIMED.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE FIRM WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING SOLELY FROM USE OF, OR INABILITY TO USE, THE PUBLIC SITE OR RELIANCE ON GENERAL SITE CONTENT. THIS LIMITATION DOES NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE

LIMITED AND DOES NOT ALTER DUTIES ARISING FROM AN ATTORNEY-CLIENT RELATIONSHIP GOVERNED BY A SEPARATE ENGAGEMENT AGREEMENT.

12. Governing Law and Venue

These Terms, solely as they govern use of the public Site, are governed by the laws of the State of Tennessee, without regard to conflict-of-laws principles, except to the extent federal law or another law must apply. Any court proceeding arising solely from these Website Terms or use of the public Site shall be brought in a state or federal court of competent jurisdiction in Tennessee, unless applicable law requires otherwise.

This choice-of-law provision does not determine which rules of professional conduct govern an attorney, which law governs a legal representation, or the forum for a dispute governed by a separate engagement agreement.

13. No Website Arbitration Requirement

These Website Terms do not require arbitration of disputes merely because a person visits or uses the public Site. Any arbitration provision applicable to legal services or another transaction must arise, if at all, from a separate agreement or other legally applicable source.

14. Severability and No Waiver

If a provision of these Terms is held unenforceable, the remaining provisions will remain effective to the extent permitted by law. A failure to enforce a provision on one occasion does not waive the right to enforce it later.

15. Changes to These Terms

The Firm may revise these Terms prospectively. The “Last Updated” date identifies the current version. Continued use of the Site after revised Terms are posted constitutes acceptance of the revised Terms to the extent permitted by law.

16. Contact

Questions about this Website Privacy Policy & Terms of Use may be directed to: Law Office of D.C. Burnette, PLLC, 3818 Chilhowee Cir NW, Cleveland, TN 37312; chris@dcburnettelaw.com.

Part III - Accessibility Statement

The Firm is committed to providing an accessible and inclusive website experience. The Firm seeks to follow recognized accessibility practices, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA where reasonably feasible, and treats accessibility as an ongoing process.

Accessibility efforts may include alternative text for meaningful images, keyboard-accessible navigation, consistent structure, readable text, and captions or transcripts for multimedia where reasonably available.

If you experience difficulty accessing Site content or need reasonable assistance obtaining information in another format, contact chris@dcburnettelaw.com. The Firm welcomes accessibility feedback and will make reasonable efforts to assist.