

FORM 4: Disclaimer of Liability for Use of Cloud Storage or Technology Exposing Client Information to Hacking

Ed. note: Lawyers have a duty to act as prudent custodians and fiduciaries of and for client information. This clause is not intended to waive any lawyer duty in that regard, but countenances that a breach of security in cloud-based services or internet service providers may occur without any negligence on the part of the lawyer. Even with this clause, a client will likely always be able to argue, absent a serious hacking breach, that there is a lapse on the attorney's part to secure information if confidential information is mistakenly shared.

Storage and Use of Electronic Data: Client is aware of and consents to the retention, maintenance, and storage of client's information and records relating to this matter in the following forms and locations: Paper (in office and/or storage files); electronic (e.g., computer, handheld devices for email, fax, and via the Internet using cloud storage); or other like mediums. Attorney will endeavor to take all steps necessary to preserve and maintain the confidentiality of all Client information and records, however, Client recognizes and agrees that such information and records are subject to unauthorized access outside the control of Attorney, and agrees to hold Attorney harmless from any non-Attorney caused breaches of confidentiality of Client information and records.