

## STATE BAR PROPOSAL

- (2) The production, distribution or sale of materials, provided that:
- (a) The production of the materials must have occurred entirely before any contact between the provider and the consumer;
  - (b) During and after initial contact between the provider and the consumer, the provider's participation in creating or completing any materials must be limited to typing, writing, or reproducing exactly the information provided by the consumer as dictated by the consumer or deleting content that is visible to the consumer at the instruction of the consumer;
  - (c) The provider does not select or assist in the selection of the product for the consumer; provided, however, (i) operating a website that requires the consumer to select the product to be purchased, (ii) publishing descriptions of the products offered, when not done to address the consumer's particular legal situation and when the products offered and the descriptions published to every consumer are identical, and (iii) publishing general information about the law, when not done to address the consumer's particular legal situation and when the general information published to every consumer is identical, does not constitute assistance in selection of the product;
  - (d) The provider does not provide any individualized legal advice to or exercise any legal judgment for the consumer; provided, however, that publishing general information about the law and describing the products offered, when not done to address the consumer's particular legal situation and when the general information published to every consumer is identical, does not constitute legal advice or the exercise of legal judgment;
  - (e) During and after initial contact between the provider and the consumer, the provider may not participate in any way in selecting the content of the finished materials;
  - (f) In the case of the sale of materials including information supplied by the consumer through an internet web site or otherwise, the consumer is provided a means to see the blank template or the final, completed product before finalizing a purchase of that product;
  - (g) The provider does not review the consumer's final product for errors other than notifying the consumer (i) of spelling errors, (ii) that a required field has not been completed, and (iii) that information entered into a form or template by the consumer is factually inconsistent with other information entered into the form or template by the consumer;
  - (h) The provider must clearly and conspicuously communicate to the consumer that the materials are not a substitute for the advice or services of an attorney;

- (i) The provider discloses its legal name and physical location and address to the consumer;
- (j) The provider does not disclaim any warranties or liability and does not limit the recovery of damages or other remedies by the consumer; and
- (k) the provider does not require the consumer to agree to jurisdiction or venue in any state other than North Carolina for the resolution of disputes between the provider and the consumer.

For purposes of this subsection, “production” shall mean design, creation, publication or display, including by means of an internet web site; “materials” shall mean legal written materials, books, documents, templates, forms, or computer software; and “provider” shall mean designer, creator, publisher, distributor, displayer or seller.