

Licensing Agreement

The Law Office of Benjamin Ramos hereby grants a license to private member to access the website, "Law Office of Benjamin Ramos," on the Terms of Use and other conditions set forth below.

The term "private member" shall refer to any natural person, corporation, partnership, association, organization, law firm, governmental office, agency, department or any other entity that purchases a private membership to the website offered by the Law Office of Benjamin Ramos.

Section A: Terms of Use

- (1) No attorney-client relationship is created by becoming a private member of the website, and the Law Office of Benjamin Ramos incurs no obligation to provide legal consultation or advice to any private member.
- (2) No legal advice, express or implied, is provided or intended to be provided by any content of the website. Private members agree to consult with a competent, qualified attorney who handles parole issues under California law before relying on any content on the website and further agrees to verify with said attorney the current validity of any comments, opinions, suggestions or citations to legal authorities contained on the website, including but not limited to the United States Constitution, California Constitution, California Penal Code, California Code of Regulations and California case law.
- (3) No warranties or guarantees express or implied, are provided by the website in connection with any matter, including but not limited to any content on the website.
- (4) Private members agree not to use any of the information on the website for any commercial purpose, nor exhibit or display publicly any information on the website without prior written consent of the Law Office of Benjamin Ramos.
- (5) Private members agree not to copy, reproduce, post on the Internet, redistribute or use any of the information contained on the website except as expressly authorized under these Terms of Use and only for private, noncommercial use.
- (6) Private members agree not to use any content of the website for any educational or demonstration purpose unless first obtaining the express written consent of the Law Office of Benjamin Ramos.
- (7) Private members agree not to assist others with the reproducing, posting, copying or distribution of any content on the website for any purpose other than private, noncommercial use of private members and the incarcerated family member(s) of private member.
- (8) Private members may provide one copy of the content of the website to an incarcerated individual and may provide a subsequent copy of any updated content after it has been updated and notice of the update has been posted to the website.
- (9) Private members agree that membership is not transferable and may not be shared within or among individuals, groups, organizations, associations, or entities of any kind except as authorized under Section A, paragraph (10) subsection (a).
- (10)
 - (a) Individual and Family use: Each private membership entitles family members of the private member living together (for at least 90% of the calendar year) in the same household (e.g. house, apartment, condominium, duplex, etc.) to access the content of website by using a login and password. Family members not living in the same household may not share logins and passwords. The fee for private memberships for individual and family use is \$30.00 for one year, or \$50.00 for two years.
 - (b) Use by corporation, partnership, law firm, organization, association, governmental department or agency or other entity: Any non-individual or non-family use of the website by a corporation, partnership, law firm, organization, association, governmental

department or agency or entity shall conform with paragraphs (1) through (9) of Section A. Private memberships are non-transferrable and non-assignable. Top-down, bottom-up or lateral sharing of private memberships is prohibited. For example, the State of California may not purchase a private membership and share it with agencies and departments of state government. Any employee of any agency or department of state government or any other large organization, association, partnership, law firm, corporation or entity must purchase a private membership in order to access any of the content available to private members. The governmental agency, department, organization, corporation, or entity, etc., may purchase individual private memberships for its employees. All use of private memberships is intended and understood to be through single, separate, individually-purchased private memberships by discrete, severable, separate, individuals.

(c) Fees

The fee for private membership is \$30 for one year.

(11) In case of any litigation arising out of any claim relating to the breach of the Terms of Use or in connection with any aspect of the operation of the website or the meaning or application of the Terms of Use, the case shall be filed in the Sacramento County Superior Court, and the laws of the State of California shall govern, unless the Law Office of Benjamin Ramos, through any authorized representative, gives written notice that the matter shall be resolved through binding arbitration in Sacramento, California, according to the rules of the American Arbitration Association, in which case the parties agree to binding arbitration. Private member agrees to protect, defend, indemnify and hold harmless Benjamin Ramos and TheLaw Office of Benjamin Ramos concerning any third-party claim arising out of or in connection with the viewing, use or operation of the website arising from or in connection with private member's use of the website.

(12) The prevailing party in any litigation or arbitration concerning any aspect of these Terms of Use or in connection with any aspect of the operation of website shall be entitled to recover reasonable attorney's fees at an hourly rate of no less than \$300 per hour.

Section B: Cancellation Policy

Private members agree that due to the proprietary nature of the content of the website, a 24-hour cancellation period shall apply. Private members may cancel their memberships within 24 hours of purchasing private memberships and receive a full refund. Private members agree that the fee for private membership is nonrefundable after 24 hours of purchase.

Section C: Amendments and Modifications

This Licensing Agreement and Terms of Use may be amended or modified from time to time as necessary to ensure reasonable protection of the proprietary content of the website and explain or clarify any Terms of Use in this Agreement. Content of the website may be changed, edited, revised or deleted without notice.