

LAW OFFICE OF BENJAMIN RAMOS TERMS OF SERVICE

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Law Office of Benjamin Ramos ("Company," "we," "us," or "our") provides the www.lawofficeofbenjaminramos.com web site and information, articles, data, and resources concerning the parole process, parole hearing strategy, applicable law, and what to do to protect and enforce due process rights ("Services") (collectively, the "Web site") subject to your compliance with the terms and conditions set forth in this agreement (the "Terms").

1) Acceptance of Terms

PLEASE READ CAREFULLY THE FOLLOWING TERMS BEFORE USING THE WEB SITE. BY ACCESSING AND USING THE WEB SITE, SERVICES, OR THE CONTENT DISPLAYED ON, POSTED TO, TRANSMITTED, DISTRIBUTED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE WEB SITE OR SERVICE OR BY CHECKING THE CHECK BOX CONFIRMING YOUR AGREEMENT TO THESE TERMS WHEN PRESENTED TO YOU, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS WHICH FORM AN AGREEMENT THAT IS AS EFFECTIVE AS IF YOU HAD SIGNED IT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, PARTNERSHIP, ASSOCIATION, ORGANIZATION, GOVERNMENTAL ENTITY, CORPORATE ENTITY, AGENCY, DEPARTMENT OR ANY OTHER ENTITY OF ANY KIND (COLLECTIVELY, "ENTITIES" AND EACH AN "ENTITY"), YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" OR "PRIVATE MEMBER" SHALL MEAN SUCH ENTITIES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT CHECK SUCH CHECK BOX AND YOU MAY NOT USE THE SERVICES, CONTENT, OR WEB SITE. IF AT ANY TIME YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT ACCESS OR USE THE WEB SITE OR ANY OF ITS CONTENTS OR SERVICES.

2) Changes To The Terms

These Terms may be revised or updated from time to time by posting revised Terms on the Web site, without notice to you, and your subsequent use of the Web site and/or Content is governed by the revised Terms. Accordingly, you should check the Terms regularly for updates. Any changes in these Terms take effect upon posting and will only apply to the use of the Web site, Content, or Services after that date. Each time you access, use, or browse the Web site, Content, or Services you signify your acceptance of the then-current Terms.

3) Permitted Users of Web site

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an Entity, that you are authorized to enter into, and bind the Entity to, these Terms. **If you are under age 13, you are not permitted to use the Web site and must exit immediately. If you are under age 13, you are not permitted to submit any personally identifiable information to the Web site.** If you provide information to Company through the Web site or any other part of the Web site, Content, or Services you represent to Company that you are 13 years of age or older. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Web site, Content, or Services is revoked where these Terms or use of the Web site, Content, or Services is prohibited and, in such circumstances, you agree not to use or access the foregoing in any way.

We are not responsible or liable for any Content (including Content located on a third party website or link), or use of or access to the Web site, Content, or Services by users of this Web site or third parties in violation of these Terms.

4) Services

(a) Services

If you wish to access the Private Members section of the Web site or use a chargeable Service therein ("Private Member Section"), you will be asked by Company to purchase the Service and supply certain information applicable to your purchase, including, without limitation, credit card and other information.

You understand that any such information will be treated by Company in the manner described in our [Privacy Policy](http://www.lawofficeofbenjaminramos.com), which can be found at www.lawofficeofbenjaminramos.com. You agree that all information that you provide to us or our third party payment provider will be accurate, current and complete. As of the Revision Date above, subscription to the Private Members Section incurs an annual subscription fee of thirty (\$30) dollars. Payment of such subscription fee permits you to access the Private Member Section of the Web site for a period of twelve (12) months after the date of such subscription. For any given year, your subscription will not be renewed if you have not made timely payment of the then-current subscription fee when due. However, you agree to pay all charges incurred by you (and any other users under your account) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your subscription and receipt of Services.

You may cancel your subscription to the Private Members Section by sending an email to this email address benjamin_ramos@comcast.net within twenty four (24) hours of activating such subscription, provided that you immediately return to us all Content that you downloaded or obtained from the Private Member Section. After the satisfactory completion of such return, you will receive a full refund of such subscription fee paid by you. You agree that such subscription fee is nonrefundable for any reason after such twenty four (24) hour period.

We may, in our sole discretion, and by notifying you on our Web site, add, remove or change the features and Services we offer or the fees (including the amount or the type of fees) we charge at any time. If we notify you of new fees or change the fees for an existing Service, and you continue to use the Web site, Content, or Service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable Web site, Content, or Service. If, at the time of such notification, you choose not to pay such new or revised fee, you will not be permitted to access the Private Member Section or use any chargeable Services. Once posted, the fees are subject to change at any time. All fees payable by you (if any) are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. Additional payment terms may apply. We may also make changes to the Services without liability or notice to you.

Company reserves the right to refuse to provide the Services to any users at any time for any reason. Company reserves the right to terminate, suspend, change or discontinue, or amend the terms of the Services at any time, for any reason or no reason, without liability to you. Descriptions or images of, or references to, or inclusion of articles, journals, case law, statute, or Services on the Web site do not imply Company's endorsement of same.

Company takes commercially reasonable measures to maintain the availability of the Service, however, we do not guarantee that the Service will be available at all times or at times or locations or on the devices of your choosing.

(c) License

The Content, Web site, and Services are the sole and exclusive property of Company and/or its licensors. Subject to your compliance with these Terms at all times and if you pay all applicable fees applicable to the access to or use of the Private Member Section or a chargeable Service, you are granted a revocable non-sublicensable, non-assignable, non-transferable limited license to view and use the Private Member Section of the Web site, the chargeable Services, and the Content therein solely for your own personal use ("License"), subject to Company's right to revoke or limit such License at any time and for any reason.

You agree that the License is strictly nontransferable, nonsublicensable, and nonassignable, except for a user who is an individual and not an Entity, such user may permit a family member that resides with such user for at least ninety (90%) percent of the calendar year in the same residential household (e.g. house, apartment, condominium, duplex, etc.) to access and use the Content located in the Private Member Section in the same manner as such user is permitted to use such Content (provided that such family member must abide by these Terms). Such family member will use the same login and password as such user. Family members not living in the same household are not permitted to share logins and passwords. Such separate family members will each require their own License.

For a user who is an Entity and not an individual, your License is strictly non-transferable, non-assignable, and non-sublicensable to your Affiliates, any other Entity, or any third party, including without

limitation to your internal or external departments or agencies. "Affiliates" shall mean all Entities Controlled by such Entity, Controlling such Entity, or under the common Control of such Entity. "Control" and its derivatives (such as "Controlled") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity by ownership, contract, or otherwise. By way of illustration, the State of California may not purchase a License and sublicense, transfer, or assign it to agencies and departments of other state governments. The Entity must purchase a separate License for each of its individual personnel, each of the personnel of any agency or department of government, and/or each of the personnel of any other Entity in order to allow each such personnel access to the Content located in the Private Member Section.

You acknowledge and agree that any, or any attempt to, transfer, sublicense, and assign the License in contravention of these Terms will be null and void and deemed to be a material breach of these Terms. If we determine, in our sole discretion, that you are using your License in contravention of these Terms (including without limitation, allowing more than one personnel to use the same License), you agree to pay all subscription fees applicable to you and all other users who accessed or used the Services or Content in the Private Membership Section under your account. You expressly agree that you assume all responsibility and liability for the activities occurring in your account and the acts and omissions of the users accessing such Content and Services under such account.

You must not use the Web site, Services or the Content for any commercial purposes (including, without limitation, providing services to a third party) or as part of a shared services or outsourcing arrangement. You agree not to, and will not assist others to, reproduce, republish, upload, post, duplicate, modify, copy, alter, distribute, exploit, create derivative works from, copy, sell, resell, transmit, transfer, display, perform, reproduce, license, assign or publish, or exploit any portion of the Web site, Content, or Services other than as expressly authorized by Company in writing, including without limitation, (a) use any of the foregoing for any commercial, educational, training, teaching or demonstrational purpose, or (b) posting or transmitting any advertising, sponsorships, or promotions on, in or through the Service, Web site, or Content. Use of the Web site or the Content or Services in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Web site, Content, or Service. Subject to the payment of the applicable subscription fees, you are permitted to only print one hard copy of the Content to share with an incarcerated individual as a personal internal resource and thereafter provide one hard copy of any updates to such Content to such individual, provided such individual complies with these Terms and all hard copies contain all copyrights and trademarks, and other applicable intellectual property and proprietary marks and notices.

The Service is controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Web site, Content, or Services are appropriate or available for use in other locations. Those who access or use the foregoing from other jurisdictions do so at their own risk and are responsible for compliance with local laws, regulations, rules, decrees, and ordinances.

5) Termination, Suspension, and Security

(a) Termination by Us.

You agree that Company, in its sole discretion at any time and without notice to you, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service, Website, Content, or your account or terminate this Agreement (or any part thereof) for cause or for any reason or no reason, if Company believes that you have acted inconsistently with the terms or spirit of these Terms or is required to do so by law.

(b) Service Suspensions. In addition to our rights to terminate the Services as described in Section 5(a) above, you acknowledge that: (i) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures, failure, internet or network failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our

sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons; or (d) for any reason we deem necessary (collectively, "Service Suspensions"). We shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

(c) Effect of Suspension or Termination.

Upon our suspension or termination of your use of any Services, Website, Content, or the Agreement, in whole or in part, for any reason, (i) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension or termination with respect to the Services; (ii) all of your rights with respect to the applicable Services, Website, Content, shall be terminated during the period of the suspension; (iii) you shall immediately stop using the Services; and (iv) you shall immediately delete from any device that you downloaded same.

Termination or suspension of your access to the Services, Content, or Web site may include without limitation, at Company's sole discretion, (a) the deletion of your account, and (b) barring further access. You agree that Company shall not be liable to you or any third party for any such suspension or termination.

(d) Survival. In the event this Agreement is terminated for any reason, Sections 5, 6, 7, 9, 10 through 21, as well as any other provision of these Terms which contemplates performance or observance subsequent to any termination of these Terms shall survive any termination of these Terms and continue in full force and effect.

6) Permitted Use of Web site

You agree that you will not remove, obscure, or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or marks, or logos contained on the Web site, Content or Services. You agree not to collect or harvest any personally identifiable information, from the Service, Content, or Web site. You agree not to solicit, for commercial purposes, any users of the Service, Content, or Web site. In your use of the Web site, Content, and/or Service, you will comply with all applicable laws, regulations, rules, decrees, and ordinances.

You understand that Company does not control, and is not responsible for Content made available through the Service, and that by using the Service, you will be exposed to Content from a variety of sources, and that Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content.

7) Privacy Policy

Please review the Privacy Policy posted at the Web site, lawofficeofbenjaminramos.com. By using or visiting this Web site, the Content, or Services, you signify your agreement to the Privacy Policy. If you do not agree with the Privacy Policy at lawofficeofbenjaminramos.com, you are not authorized to use the Web site. The terms of the Privacy Policy are incorporated herein by this reference.

8) Registration, Account Password and Security

In order to use and access the Private Member Section, the Web site requires that you register an account with Company. You represent and warrant that: (i) the information you provide in connection with your registration for the Services is accurate and complete; (ii) if you are registering for the Services as an individual, that you are at least 13 years of age; and (iii) if you are registering for the Services as an organization, (1) you are duly authorized to do business in the country or countries where you operate, (2) the individual who checked the check box that confirmed agreement to these Terms and completed the registration for the Services meets the requirements of subsection (ii) above and is an authorized representative of such organization, and (3) your employees, officers, representatives and other agents accessing the Services are duly authorized to access the Services and to legally bind you to this Agreement and all transactions conducted under your account. You acknowledge that we have given you a reasonable opportunity to review these Terms and that you have agreed to them.

If you provide any information that is inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Company may remove or de-register you from this Web site, at its sole discretion. Company reserves the right to take appropriate steps against any person or entity that intentionally provides false or misleading information to gain access to portions of the Web site that would otherwise be denied.

At the time you register for online account access, you may be required to select a username and password to be used in conjunction with your account. You are responsible for maintaining the confidentiality of your password, if any, and are fully responsible for all uses of your password and transactions conducted in your account, whether by you or others. You agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify Company of any unauthorized use of your password or account or any other breach of security. Company is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein. If we disable your account, you agree you will not create another one without our permission. You will not create more than one personal profile.

9) Intellectual Property Rights

Proprietary Rights: You acknowledge and agree that, as between Company and you, all right, title, and interest in and to the Web site, Content, Mark, Services and any other technology and software that we provide or use to provide the Services or Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property and proprietary rights are owned exclusively by Company and its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. Any attempt to use, redistribute, reverse engineer, or redesign the information, code, videos, textual or visual materials, graphics, or modules contained on or in Web site, Content, Mark, or Services for any other purpose is prohibited. Company and its licensors reserve all rights not expressly granted in and to the Web site, Content, Mark, and Services. You do not, by virtue of these Terms or otherwise, acquire any ownership interest or rights in the Web site, Content, Mark, Services, or other technology and software (including third party technology and software), except for the limited use and access rights described in these Terms.

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10) Your Indemnity of Company

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM ANY LOSSES, LIABILITIES, CLAIMS, DAMAGES, OBLIGATIONS, DEMANDS, JUDGMENTS, PENALTIES, FINES, COSTS OR DEBTS, AND EXPENSES INCLUDING WITHOUT LIMITATION

REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO, RELATED TO, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR CONNECTION TO OR USE OF THE WEB SITE, CONTENT, OR SERVICES; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF COMPANY OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY, TRADE SECRET, PROPERTY, PRIVACY, OR ANY OTHER THIRD PARTY RIGHTS; (C) YOUR USE OF THE SERVICES, WEB SITE, OR CONTENT IN A MANNER NOT AUTHORIZED BY THESE TERMS OR APPLICABLE LAW; (D) YOUR ACTS OR OMISSIONS IN CONNECTION WITH THE WEB SITE, CONTENT, SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY; OR (F) YOU OR YOUR EMPLOYEES' OR PERSONNEL'S NEGLIGENCE OR WILLFUL MISCONDUCT.

11) Feedback, Prohibited Actions, Content

a) Feedback. In the event you elect to communicate to us suggestions for improvements to the Services, Content, or Web site (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction, including without any obligation to compensate you for same. You hereby irrevocably assign all right, title and interest in and to the Feedback to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback.

b) Prohibited Actions: You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Company reserves the right to determine what types of conduct it considers to be inappropriate use of the Web site, Services, and Content. In the case of inappropriate use, Company or its designee may take such measures as it determines in its sole discretion, including without limitation, temporarily or permanently remove, delete, block, suspend or restrict your account or access to the Web site, Services, or any Content. You agree Company shall have no liability for such removal, deletion, blocking, suspension, or restriction or any of the actions taken pursuant to this Section.

By way of example, and not as a limitation, you represent and warrant that you will not (and you will not attempt to) use the Web site, Services, or a Forum to:

- (i) Take any actions in violation of local, state, national, or international laws, regulations, codes, or rules or encourage others to take such action;
- (ii) Impose an unreasonable or disproportionately large load on the Web site's infrastructure or otherwise in a manner that may adversely affect performance of the Web site, Content, Services, or restrict or inhibit any other user from using and enjoying the Services, Content, or Web site;
- (iii) Use the Web site for unauthorized framing of or linking to, or access via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to the Content or Services;
- (iv) Aggregate, copy, duplicate, publish, or make available any of the Content or Services or any other materials or information available from the Web site to third parties other than as expressly set forth in these Terms;
- (v) Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source;
- (vi) Restrict, interfere with or inhibit any other user from using and enjoying the Web site, Content, Services, or Forum;
- (vii) Engage in any other action that, in the judgment of Company, exposes it or any third party to potential liability or detriment of any type; and
- (viii) Damage, disable, overburden, or impair Company's or its service provider's servers or networks. You may not attempt to gain unauthorized access to any services, software, user accounts, computer systems or networks, through hacking, password mining or any other means.

You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party) for any breach of your obligations under these Terms and for the consequences (including any

loss or damage which you may suffer) of any such breach or posting. If you use, view, or access this Web site in contravention of these Terms, or if you have repeatedly violated these Terms or a third party's copyright, we reserve the right to terminate the permissions or rights granted to you by Company and we reserve all of our rights under this Agreement, at law and in equity.

d) Content: "Content" means any and all content, video, comments, views, information, data, text, image, captions, music, sound, graphics, photos, software, code, audio, sound, music, audio visual combinations, interactive features, feedback, documentation, photographs, articles, journals, case law, statutes, newsletters, Parole Hearing Strategy Guide, discussions, news, articles, messages, postings, listings, and other materials, viewed on, accessed through, displayed on, posted to, transmitted, streamed, or distributed or otherwise made available on or through the Web site or Services. Use of or reliance on Content is entirely at your own risk and Company expressly disclaims any and all liability in connection with the Content.

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You further acknowledge and agree that you will not rely on the Web site, Content or Services. We are not responsible for any errors or omissions in the Content or hyperlinks embedded therein or for any results obtained from the use of such information. Under no circumstances will Company or its suppliers or agents be liable for any loss or damage of any kind incurred as a result of the use or reliance on any Content posted, emailed or otherwise made available via the Web site or Service.

The Content may only be used for your personal, noncommercial, and informational purposes only. In no event shall such information be construed as legal, accounting, financial, tax, or other professional advice on any subject matter. Company is not engaged in rendering legal, accounting or other professional services, and availability or use of the Content is not intended to create, and does not create, any attorney-client, accounting-client or other professional services relationship. Use of the Content is not an adequate substitute for obtaining legal, accounting, finance, tax, or other professional advice from a competent, qualified, licensed attorney in your jurisdiction. You agree to verify with such attorney the current validity of any comments, opinions, suggestions or citations to legal authorities or case law contained on the Web site, including but not limited to the United States Constitution, California Constitution, California Penal Code, California Code of Regulations and California case law. You agree you will not act or refrain from acting based on any of the Content without first seeking the advice of such an attorney. We are under no obligation to provide you with any legal consultation or advice.

13) Links

Links to Other Web sites and Search Results: The Web site may contain links to web sites operated by other parties. The Web site provides these links to other web sites as a convenience, and your use of these sites is at your own risk. The linked sites are not under the control of Company which is not responsible for the content available on third party sites. Such links do not imply endorsement of information or material on any other site and Company disclaims all liability with regard to your access to, use of or transactions with such linked web sites. You acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on the Web site or any Content or Services available on or through any other site or resource.

14) Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES, WEB SITE, AND CONTENT SHALL BE AT YOUR

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WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES, WEBSITE, OR CONTENT, WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE THEREON OR THEREIN WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY PAYMENT SERVICES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES, WEBSITE, OR CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

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Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content, or Services or access to the Web site is free of viruses or other harmful code. You are responsible for all on-line charges incurred with any Internet service provider and/or wireless carrier for participation in the Web site. Company is not responsible for any human error, technical malfunctions, lost or delayed data transmission, omission, interruption, deletion, defect, line failures, telephone network, computer equipment, software, inability to access or use the Web site, or Services.

15) Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEB SITE, CONTENT, SERVICES, AND PRODUCTS AND MATERIALS

AVAILABLE FROM OR THROUGH THE WEB SITE OR SERVICE. IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ANY OF ITS AFFILIATED ENTITIES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES, EXPENSES, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES, CONTENT OR WEB SITE; OR (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, EVEN IF THESE PERSONS AND ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM TOTAL AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE WEB SITE, CONTENT, SERVICE, OR INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE FOREGOING SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW.

16) Notice Required by California Law

Pursuant to California Civil Code Section 1789.3, users are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this Web site is Law Office of Benjamin Ramos, 7405 Greenback Lane #287, Citrus Heights, California 95610, telephone: (916) 967-2927. Currently there are charges to use the Private Member Section of the Web site (and there may be charges applicable to the Services purchased therein) and applicable taxes, shipping fees, and other charges associated with such use. Company reserves the right to change its pricing. If this site charges for services, content, or information, pricing information will be posted as part of the ordering process for this Web site. Complaints regarding this Web site, or the Content or Services or requests to receive further information regarding use of this Web site or the Content or Services may be sent to the above address or to benjamin_ramos@comcast.net.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

17) Governing Law and Disputes

These Terms shall be governed by, and will be construed under, the laws of the State of California, U.S.A., without regard to choice of law principles. You irrevocably agree to the exclusive jurisdiction of the Sacramento County Superior Courts to settle any dispute which may arise out of, under, or in connection with these Terms, as the most convenient and appropriate venue for the resolution of disputes concerning these Terms. At our request in writing, you agree that you will submit such dispute for resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association that are then in effect. Any such arbitration shall take place in Sacramento, California. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THESE TERMS, THE WEB SITE, CONTENT OR SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE BARRED.

18) Force Majeure

Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, severe weather conditions, failure of or interruption in common carriers (including, without limitation, Internet service providers and web hosting providers) or utilities, or shortages of transportation facilities, fuel, energy, labor or materials.

19) Miscellaneous

These Terms and the Privacy Policy and any other legal notices published by Company set forth the entire understanding and agreement between you and Company with respect to the subject matter hereof. If any provision of the Terms or the Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms or the Privacy Policy shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such Section. Company's failure to act with respect to any failure by you or others to comply with these Terms or the Privacy Policy does not waive its right to act with respect to subsequent or similar failures. You may not assign, transfer, sublicense or delegate these Terms or the Privacy Policy or your rights or obligations under these Terms or the Privacy Policy without the prior written consent of Company, but same may be assigned by Company without restriction. Any assignment, transfer, sublicense, or delegation in violation of this provision shall be null and void. There are no third party beneficiaries to these Terms or the Privacy Policy. In the event of a conflict between these Terms and any other notice, policy, disclaimer or other term contained in the Web site or otherwise, these Terms will control. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between you and us (or any of our affiliates). All remedies under this Agreement are cumulative and in addition to Company's remedies available in equity or under law.

20) Reporting Violations; Questions

Please direct any questions you may have about these Terms or this Web site, or report a violation of these Terms, or submit comments or suggestions to Company at Law Office of Benjamin Ramos 7405 Greenback Lane #287, Citrus Heights, CA 95610, telephone: (916) 967-2927.