TERMS OF USE

Last Updated: August 24, 2022 - 11:00 AM EST

Welcome to https://asanderlaw.com/. Please read these Terms of Use carefully before using the https://asanderlaw.com/ website ("website") operated by the Law Office of A. Sander PLLC ("us," "we," "our"), a Professional Limited Liability Company. These Terms of Use contain important information regarding the limitations of our liability. Your access to and use of the website is conditional upon your acceptance of and compliance with this Terms of Use. This Terms applies to everyone, including, but not limited to, visitors, users, and others, who wish to access or use the website. By accessing or using the website, you agree to be bound by these Terms. If you disagree with any part of these Terms, then you do not have our permission to access or use the website.

Privacy

Your use of https://asanderlaw.com/ is subject to our Privacy Policy which is part of this Terms. Our Privacy Policy informs users about our data collection practice.

NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Availability, Errors and Inaccuracies

We assume no liability for availability, errors, or inaccuracies in the information provided on this website. We may experience delays in updating information on the website and in our advertising on other websites. The information, products, and services found on the website may contain errors or inaccuracies or may not be complete or current. Services may be incorrectly priced, described inaccurately, or unavailable on the website, and we cannot guarantee the accuracy or completeness of any information found on the website. We expressly reserve the right to correct any pricing errors on our website.

We make no representations about the suitability of the information, products, and services contained on this website for any purpose, and the inclusion or offering of any products or services on this website does not constitute any endorsement or recommendation of such products or services by us. We disclaim all warranties and conditions that this website, its servers, or any email sent from us are free of viruses or other harmful components.

DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL THE LAW OFFICE OF A.SANDER PLLC BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE UPON OPINIONS OR INFORMATION APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES OR OTHERWISE, EVEN IF GST LLP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN YOU AND US. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF THE LAW OFFICE OF A. SANDER PLLC.

Prohibited Uses

You agree that you will use this website in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a non-exhaustive list of prohibited uses of this website. You agree that you will not perform any of the following prohibited uses:

- 1. Impersonating or attempting to impersonate Law Office of A. Sander (DBA A/Sander Law) or its attorneys, employees, representatives, subsidiaries or divisions;
- 2. Misrepresenting your identity or affiliation with any person or entity;
- 3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;
- 4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the website, or which, as determined in our sole discretion, may harm us or the users of this website or expose us or other users to liability;
- 5. Using the website in any manner that could disable, overburden, damage or impair the website or interfere with another party's use of the website;
- 6. Using any robot, spider or other similar automatic technology, process or means to access or use the website for any purpose, including monitoring or copying any of the material on this website;
- 7. Using any manual process or means to monitor or copy any of the material on this website or for any other unauthorized purpose;
- 8. Using any device, software, means or routine that interferes with the proper working of the website, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
- 9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the website, the server(s) on which the website is stored, or any server, computer or database;
- 10. Attempting to attack or attacking the website via a denial-of-service attack or a distributed denial-of-service attack;
- 11. Otherwise attempting to interfere with the proper working of the website;
- 12. Using the website in any way that violates any applicable federal, state or local laws, rules or regulations.
- 13. Use of Communication Services.

This website may contain comments, chat areas, forums, forms, calendars, or other message and communication facilities designed for you to communicate with the public at large or a group ("Communication Service"). You agree to use the Communication Service to post, receive or send messages and material that are proper and relative to the Communication Service.

By way of example, and not limitation, you agree that when using any Communication Service, you will not: abuse, defame, stalk, harass, threaten, or otherwise violate legal rights (such as privacy and publicity) of others; publish, post, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indicine, or unlawful topic, name, material or information.

A/Sander Law has no obligation to monitor Communication Services but reserves the right to review materials posted to a Communication Service and to remove any material in its sole discretion. A/Sander Law reserves the right to terminate your access to any Communication Service at any time without prior notice for any reason whatsoever.

Links to Third-Party Sites

https://asanderlaw.com/ may contain hyperlinks to websites operated by parties other than us. We provide such hyperlinks for your reference and convenience only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Intellectual Property

All contents of this website are ©2021 Law Office of A. Sander PLLC. All rights reserved. website, and all content and other materials on this website, including, without limitation, all logos, designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of A/Sander Law and are either registered trademarks or trademarks of A/Sander Law in the U.S. and/or other countries. Other logos and product and company names mentioned herein may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

If you are aware of an infringement of our intellectual property, please let us know by contacting us at legal@asanderlaw.com. We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the website infringes on the copyright or other intellectual property rights of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to legal@asanderlaw.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims". Our copyright agent is A. Sander. The following is his/her contact information:

legal@asanderlaw.com 6919 SW 18th Street, Ste 201, Boca Raton, FL - 33433

You may be held accountable for damages (including costs and attorneys' fees) for any misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the website on your copyright. If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. To report that your intellectual property rights have been infringed upon, please email us at legal@asanderlaw.com and include the following information:

- 1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- 2. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 3. Your address, telephone number, and email address;
- 4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

International Users

The Services is controlled and operated by A/Sander Law from its office in Florida, USA. If you use these services outside the USA, you are responsible for compliance with local laws. You agree that you will not use the content in https://asanderlaw.com/ in any country or in any manner prohibited by any laws, restrictions or regulations.

Governing Law, Severability, and Dispute Resolution

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our website, and supersede and replace any prior agreements we might have had between us regarding the use of the https://asanderlaw.com/.

Any controversy or claim arising out of or relating to these Terms, whether in contract, tort, or otherwise in law or equity, including without limitation, the interpretation or breach thereof, shall be resolved by binding arbitration pursuant the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or similar arbitration service provider selected by the parties. The location of the arbitration shall be Florida, USA. The arbitrator's award shall be final. The prevailing party shall be entitled costs and reasonable attorney's fees.

CLASS ACTION WAIVER

Any Arbitration under these Terms will take place on an individual basis. class/ collective actions not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING ACTION AGAINST THE OTHER ONLY ON INDIVIDUAL CAPACITY NOT AS PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. In addition, unless you and the Law Office of A. Sander PLLC agree otherwise, the arbitrator may not consolidate more than one person's claim, and may not preside over any form of class arbitration, representative or class proceeding.

Changes to Privacy Policy

We reserve the right to change or amend the Disclaimers at any time from time to time. The most recent version of the <u>Privacy Policy</u> is reflected by the version date located at the top of this <u>Privacy Policy</u>. All updates and changes and amendments are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of this <u>Privacy Policy</u> or other notice on the A/Sander Law website.

Questions

If you have any questions about this Disclaimer, please contact us at legal@asanderlaw.com.