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1. Acceptance of Agreement.

You agree to the terms and conditions set forth in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest version of the Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

2. No Legal Advice or Attorney-Client Relationship.

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You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, the copyright notice or other notices on the Site, (b) your site does not engage in illegal activities, and (c) you discontinue providing links to the Site immediately upon request by us.

9. Confidentiality and Other Communication Issues.

You may send us e-mail through the Site. However, if you communicate with us in connection with a matter for which we do not already represent you, you should not send us confidential or sensitive information because your communication will not be treated as privileged or confidential. Choosing an attorney is a serious matter. We do not become your attorney by you sending us confidential information through the Site.

10. Errors, Corrections, and Changes.

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely, or otherwise reliable. The law is constantly changing and the information may not be complete or accurate depending on your particular legal issue. Each legal issue depends on its individual facts and different jurisdictions have different laws and regulations. We may make changes to the features, functionality, or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information, or other content appearing on the Site.

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12. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, IP addresses, and traffic information.

13. Indemnification.

You agree to defend, indemnify, and hold each of us and our partners, members, associates, agents, attorneys, employees, subcontractors, successors, assigns, and affiliates (collectively, "Affiliated Parties") harmless from and against any liability, loss, claim, and/or expense related to your violation of this Agreement or use of the Site.

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- (b) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

16. Use of Information.

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you consistent with state and/or federal law.

17. Links to other Web Sites.

The Site contains links to other Web sites. We are not responsible for the content, accuracy, or opinions express in such Web sites, and such Web sites are not investigated, monitored, or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

18. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Site and the Content provided herein.

19. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in San Francisco, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Site must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 14 and Section 15. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the parties to this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.