

## California Applicants' Attorneys Association Notices and Terms of Use

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THE CALIFORNIA APPLICANTS' ATTORNEYS ASSOCIATION PROVIDES THIS SITE AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR USE OF THIS WEB SITE RESULTS IN AN AGREEMENT AS FULLY DESCRIBED BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR USE OF THIS WEBSITE AND ITS CONTENT CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

If You do not agree to these Terms and Conditions of Use, You should immediately terminate use of the CAAA Website.

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**2. Privacy Policy.** For information about CAAA's data protection practices and CAAA's use and protection of Your personal information, please read CAAA's Privacy Policy, which is incorporated into and made a part of these Terms and Conditions of Use.

**3. Modifications to Terms and Conditions of Use.** CAAA reserves the right to revise these Terms and Conditions of Use at any time in its sole discretion by posting revised Terms and Conditions of Use to the CAAA Website. You are responsible for regularly reviewing the Terms and Conditions of Use posted to the CAAA Website.

**4. Personal Log-in Information.** Certain features and areas of the CAAA Website are available only with registration and Log-in. If You are required to register and select a unique Log-in and password ("Personal Log-in Information"), You must keep Your Personal Log-in Information confidential. Your Personal Log-in Information is personal to You and You may not allow any third party to use it under any circumstances. CAAA is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of Your Personal Log-in Information.

**5. No Unlawful or Prohibited Use.** You warrant that You will abide by all applicable local, state, national and international laws and regulations with respect to Your use of the CAAA Website and CAAA Content and not interfere with the use and enjoyment of the CAAA Website or CAAA Content by other users or with CAAA's operation and management of the CAAA Website and CAAA Content. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the CAAA Website, including, without limitation, information required to be provided through a CAAA Website registration form or when accessing CAAA Content. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by You, CAAA reserves the right to terminate Your access and use of the CAAA Website and CAAA Content. You warrant that You will not impersonate any other person or entity, whether actual or fictitious, when using the CAAA Website or CAAA Content, or defame or otherwise harm any party, including CAAA, through Your use of the CAAA Website or CAAA Content.

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**9. No Warranties.** The CAAA Website and CAAA Content are provided "as is" and "as available." Neither CAAA, its employees, members, officers, or directors, nor any of its agents, attorneys, representatives, suppliers, advertisers, promotional partners, or licensors (collectively "CAAA Parties") provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that: (i) the CAAA Website or CAAA Content, or any results that may be obtained by You, are complete, accurate, reliable or non-infringing; (ii) access to the CAAA Website or CAAA Content will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information, resources or other material purchased or obtained by You through the CAAA Website will meet Your expectations; or (iv) CAAA Content will remain unchanged or accessible on the CAAA Website. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property.

**10. Limitation of Liability.** The CAAA Parties shall not be liable, and disclaim any liability, for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential,

incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising: (i) out of the use of or inability to use the CAAA Website and/or any CAAA Content; (ii) from any interruption in the availability of the CAAA Website and/or CAAA Content; (iii) from any loss of data and/or from any equipment failure; (iv) out of the procurement of substitute goods or services resulting from any problems with the goods, content and/or services purchased or obtained from the CAAA Website, or transactions entered into, through or from the CAAA Website; (v) from unauthorized access to or alteration of Your transmissions or data; (vi) from statements or conduct of any third party on the CAAA Website; (vii) from any delay or failure of the CAAA Website arising out of causes beyond CAAA's control; (viii) out of the use of, reference to, or reliance on, the CAAA Content; (ix) out of any third party materials, information, products, services and resources contained on, or accessed through, the CAAA Website; (x) out of any content, materials, accuracy of information, and/or quality of the products, services, materials or resources provided by or advertised on a third party Website; or (xi) out of any other matter relating to the CAAA Website or CAAA Content.

In the event you are dissatisfied with, or dispute, these terms of use, the sites and/or the CAAA content, your sole right and exclusive remedy is to terminate your use of the sites. You confirm that CAAA has no other obligation, liability or responsibility to you or any other party.

**11. Indemnification.** To the fullest extent permitted by law, You shall defend, indemnify, and hold harmless the CAAA Parties from and against all claims arising from or in any way related to Your use of the CAAA Website and/or CAAA Content, a violation by You of these Terms and Conditions of Use, or any other actions connected with Your use of the CAAA Website and/or CAAA Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees.

**12. Term /Termination.** These Terms and Conditions of Use will take effect at the time You begin using the CAAA Website. CAAA reserves the right, with or without notice, at any time and for any reason, to deny You access to the CAAA Website, CAAA Content or to any portion thereof, and to terminate these Terms and Conditions of Use. CAAA will not be liable to you or any third-party for any modification, suspension, or termination of this site, or the loss of related information.

**13. Governing Law.** These Terms and Conditions of Use and all matters regarding Your use of the CAAA Website and CAAA Content shall be governed by, construed in accordance with, and

enforced under the laws of the State of California applicable to contracts made and executed and wholly performed in the State of California, without regard to choice of law principles.

**14. Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Sites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

**15. Waiver and Severability.** The failure of CAAA to exercise or enforce any right or provision in these Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

**16. Complete Agreement.** These Terms and Conditions of Use, together with any revisions, and any additional Terms or Conditions incorporated by reference, including, without limitation, the Privacy Policy, constitutes the entire agreement between You and the CAAA relating to the CAAA Website and CAAA Content and its use by You, and supersedes any previous written or oral communication regarding use of the CAAA Website and CAAA Content. The CAAA Website and CAAA Content are intended to be consistent with and in furtherance of the policies adopted by the CAAA.

**17. Contact Information.** If You have any questions or concerns regarding these Terms and Conditions of Use or the CAAA Website or CAAA Content, please visit our "Contact Us" page.

**18. Advertisers.** . The inclusion of advertisements on the CAAA website does not imply endorsement of the advertised products or services. CAAA shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the CAAA website. Further, CAAA shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the CAAA website. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

**19. Social Media Policy.** CAAA provides opportunities for user interaction within its Sites and social media profiles on sites such as Facebook, Twitter, LinkedIn, Instagram, Pinterest and various blogging sites. On those social media profiles, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views or content contained therein. The CAAA is not responsible for content or links posted by others. CAAA reserves the right to hide, delete, remove, block or ban users or their comments or images that solicit, advertise, suggest or

encourage illegal activity, are abusive, hateful or intended to defame anyone or any organization. It is solely the discretion of the CAAA to determine whether an image or comment falls into one of the above categories.

**20. User Generated Content.** We welcome your views, comments and other communications, pictures, trackback URLs, or videos on our Sites which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content ("User Content"). By contributing User Content to any of the Sites or social media profiles, users understand and acknowledge that this information is available to the public and grant CAAA a nonexclusive license to display, reproduce, transmit, and modify such User Content. CAAA may use the User Content for internal and external marketing purposes. You are solely responsible for the User Content you submit. CAAA does not approve, endorse, or adopt any User Content, and CAAA assumes no liability for any User Content submitted by you or others. You agree to indemnify CAAA against all claims and liabilities resulting from User Content. Users who do not wish to have information they have made available via these sites used, published, copied and/or reprinted, should not post on the social media profiles. Please note that other participants may use posted information beyond the control of CAAA. All user content is read at your own risk, and CAAA recommends that you not rely on the information or advice in any of these postings.

CAAA retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. CAAA also retains the right to ban or block a user from posting on CAAA social media profiles without notice for a pattern of inappropriate postings or as it deems necessary.

You acknowledge, consent and agree that CAAA may access, preserve and disclose your account information and the User Content you have posted by Users of the Services if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the sole opinion of CAAA to: (a) comply with legal process; (b) enforce the Terms and Conditions (TAC); (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Administrators, its Users and the public.

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be used by the owners of the host site for their own purposes under the host site's TAC. For more information, consult the host website's TAC.

