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.

CAAAA Website Content

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The CAAA does not routinely monitor content, but the CAAA and its designees reserve the right to monitor, restrict access to, edit or remove any content that is available via the website at any time.
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.

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Neither CAAA, its employees, members, officers, or directors, nor any of its agents, attorneys, representatives, suppliers, advertisers, promotional partners, or licensors (collectively "CAA 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.

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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.