

## **Terms of Use**

### **Please read these terms of use carefully before using this site**

By using the PacificCoastLienServices.com website ("PCL") ("Site"), you agree to follow and be bound by these terms of use ("Terms of Use") and agree to comply with all applicable laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer and Site visitor. "We", "us" and "our" refer to PCL and ("Services") refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us.

You agree that by using the Site, and the Services, you are at least 18 years of age and you are legally able to enter into a contract.

These Terms of Use require the use of arbitration to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

PCL provides Site visitors a general understanding of the law and provides solutions for individuals who choose to prepare their own legal documents. The Site includes general information on commonly encountered issues. Our Services include a review of your answers for completeness, spelling, and for internal consistency of names and addresses. At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions, or recommendations about your legal rights, remedies, defenses, options, selection of forms, and strategies, or apply the law to the facts of your situation. PCL is not a law firm and may not perform services performed by an attorney. PCL is not a substitute for the advice or services of an attorney.

PCL strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, we cannot guarantee that all of the information is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. No general information or legal tool like ours can anticipate and address every circumstance. Furthermore, the legal information contained on the Site is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney.

This Site is not intended to create an attorney-client relationship, and your use of PCL does not and will not create an attorney-client relationship between you and us. Instead,

you are and will be representing yourself in any legal matter you undertake through PCL's legal document service.

PCL grants you a limited, personal, non-exclusive, non-transferable license to use our forms ("Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any form.

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of PCL.

### **Dispute Resolution By Binding Arbitration**

PCL and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. Arbitration applies, without limitation, to:

- a. Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- b. Claims that arose before these or any prior Terms of Use (including, but not limited to, claims relating to advertising);
- c. Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- d. Claims that may arise after the termination of these Terms of Use.

For purposes of this Arbitration provision, references to "PCL," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms of Use or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Use, you and PCL are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive termination of these Terms of Use.

A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to PCL should be addressed to (the "Notice Address"): PacificCoastLienServices.com at 5776 Lindero Canyon Road, Suite D-482, Westlake Village, CA 91362. The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief sought.

The arbitrator is bound by these Terms of Use. Each party shall be responsible for paying it's attorney's fees and costs.

Obtaining any materials or information through the use of the Site is done at your own discretion and at your own risk. PCL shall have no responsibility for any damage to your computer system or loss of data that results from the downloading of any content, materials, or information.

### **PCL Limitation of Liability and Indemnification**

Except as prohibited by law, you will hold PCL and its officers, directors, shareholders, employees, and agents harmless for any direct and indirect, punitive, special, incidental, consequential or other damages and losses however it or they may arise (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if PCL has previously advised of the possibility of such damages, except as prohibited by law. If there is liability found on the part of PCL, it will be limited to the amount paid for the products and/or services.

Except as may be required in connection with your use of PCL Services, PCL does not want you to submit confidential or proprietary information to us through this Site. All comments, information or material submitted to PCL through this Site shall be considered non-confidential and PCL's property. By providing such submissions to PCL, you hereby assign to PCL, at no charge, all worldwide right, title and interest in and to the submissions, and any intellectual property rights associated therewith.

Using PCL's services or accessing the PCL Site, you acknowledge that you have read these Terms of Use and agree to be bound by them.