

AMERICANBARASSOCIATION

ABA Approved Paralegal Program

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TERMS AND CONDITIONS AGREEMENT FOR SERVICES

KNOW BY ALL MEN THESE PRESENTS: For any and all intents and purposes, Michael JG Saunders and/or Affordable Paralegal Services ("Seller"), and the Customer whose information is listed on the attached Invoice ("Customer"), jointly and severally, after accepting each other's offer, in consideration thereof, upon satisfaction hereof by the remission of payment by Customer and/or by clicking the "Pay Now" Button, these Terms and Conditions of Agreement for Services are thereby immediately ratified:

- 1. Seller is not a licensed attorney, and therefore Seller is prohibited from rendering legal advice to anyone at any time. Consequently, upon satisfaction hereof, Customer fully acknowledges and agrees that no information transmitted by Seller to Customer regarding this matter, or any other matter, shall constitute legal: advice; opinions; conclusions; pleadings; or instruments of any sort, all of which must be provided by a licensed attorney (to-wit: the practice of law).
- 2. Seller is not permitted to engage in the practice of law. Customer is not hiring Seller for the purpose of practicing law. Seller is prohibited from providing any kind of advice, explanation, opinion, or recommendation to a Customer about their possible legal rights, remedies, defenses, opinions, strategies, or the selection of forms. Seller cannot and does not make any guarantee or promise of success or of any particular outcome. Customer is hiring Seller for the lawful purpose of providing the services listed within the attached Invoice only ("Service" or "Services").
- 3. Customer and Seller are not creating any attorney-client relationship, and any and all information and/or documentation, whether verbal, in writing, or otherwise received from Seller is nothing more than Seller's personal opinion, whether requested, offered, or provided, in accordance with our constitutional rights and civil liberties to enjoy the freedoms of

speech, expression, assembly, as well as the right to petition. U.S. Const. art. I. Therefore, any information shall not be considered legal advice and shall not be construed as creating an attorney-client relationship. Any legal information transmitted by the Seller is for educational, informational, or entertainment purposes only. Any person who asks a legal question from Seller must seek independent legal counsel licensed to practice law before making any legal decision.

- 4. Upon Satisfaction hereof, Customer thereby knowingly, intentionally, and voluntarily agrees that: Customer has read all of the irrevocable Terms and Conditions of Agreement for Services listed herein, which is the complete and exclusive statement of the terms of the agreement between the Seller and the Customer; Customer is the lawful card-holder of the credit or debit card used to satisfy this Invoice; Customer requested this invoice; and Customer affirmatively authorizes this purchase.
- 5. Upon Satisfaction hereof Customer stipulates: that any and all services purchased from Seller have been received-as-described to Customer satisfaction, as of the date and time the same is sent by Seller to the Customer's e-mail address used to satisfy this Invoice. Any and all purchases for services are not subject to cancellation, are non-refundable, and must be executed by the Customer within 30 Calendar-Days of the date upon which satisfaction hereof occurs. Any and all unexhausted portion(s) of time remaining 30 Calendar-Days after satisfaction of this Invoice instantaneously expires without further notice and is mutually deemed dissolved.
- 6. Upon Satisfaction hereof Customer agree to defend, indemnify and hold harmless Seller and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) Customer use and access of the Service, or b) a breach of these Terms.
- 7. Customer's satisfaction hereof constitutes Customer's acceptance and consideration of Seller's offer, thereby also expressly affirming their ratification of this binding and non-revocable agreement freely entered into by the Customer with Seller, agreeing to waive, forfeit and forego, any future actions to effectuate a demand by their Financial-Institution in any way, commonly referred to as a "chargeback" against the Seller or any other third-party, withstanding this transaction, in any shape or form, for any reason whatsoever, including but not limited to any claim by the Customer that the goods or services were not received, at any date and time after

satisfaction of this Invoice, thereby irrevocably acknowledging receipt of services in full as described.

- 8. Any publication produced by Seller is designed to provide accurate and authoritative information regarding the subject matter covered. It is based upon sources believed to be accurate and reliable and is intended to be current as of the time it is written. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional person should be sought. To confirm that the information has not been affected or changed by recent developments, traditional legal research techniques should be used, including checking primary sources where appropriate. From a Declaration of Principles jointly adopted by a committee of the American Bar Association and a Committee of Publishers and Associations.
- 9. In no event shall Seller, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) Customer's access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of Customer's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 10. By satisfaction hereof, Customer fully knowingly and intelligently acknowledges that he or she has seen, read, and agrees to the foregoing Terms and Conditions of Agreement for Services, along with Seller's non-refundable, minimum-fee, assessed herein below, thereby irrevocably ratifying these Terms and Conditions of Agreement for Services.
- 11. Customer use of the Service is at Customer's sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

12. Seller, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will

function uninterrupted, secure or available at any particular time or location; b) any errors or

defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the

results of using the Service will meet Customer requirements.

13. Seller's 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 Customer and Seller regarding our Agreement for Services and

supersede and replace any prior agreements we might have had between us regarding the Service.

14. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or

limitation of liability for consequential or incidental damages, so the limitations above may not

apply to Customer.

14. Seller may terminate or suspend Customer's access to the Service immediately, without

prior notice or liability, under our sole discretion, for any reason whatsoever and without

limitation, including but not limited to a breach of the Terms.

15. All provisions of the Terms which by their nature should survive termination shall survive

termination, including, without limitation, ownership provisions, warranty disclaimers,

indemnity, and limitations of liability. By accessing or using the Service Customer agree to be

bound by these Terms. If Customer disagrees with any part of the terms, then Customer does not

have permission to access the Service.

END OF TERMS AND CONDITIONS AND AGREEMENT FOR SERVICES

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Michael JG Saunders, C.P.

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