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ABOUT THE WEBSITE

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WARRANTIES AND REPRESENTATIONS

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your parent or legal guardian for their review. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement. You warrant and represent that any and all information that you provide to Gomez Law Offices, LLC and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement. You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, federal, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and Gomez Law Offices, LLC makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

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PROHIBITED USES

You expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from:

- Posting or transmitting content that:
- Infringes upon the intellectual property rights of others;
- Threatens or encourages bodily harm and/or destruction of property or that is offensive, defamatory, derogatory, pornographic or obscene;
- Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
- Incites any illegal activity or unlawful sexual solicitation;
- Relates to weaponry, controlled substances, gambling, or debt collection;
- Raises support or defense of anyone alleged to be involved in criminal activity;
- Impersonates another or is fraudulent, inaccurate, or misleading;
- Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- Intends to collect personal or personally identifiable information from others;
- Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website;
- Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- Attempting to gain access to the private data or personal information of a Website user or third party;
- Circumventing Gomez Law Offices, LLC's technological and physical security measures;
- Suggesting an affiliation with or endorsement by Gomez Law Offices, LLC.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to Gomez Law Offices, LLC by sending an email to info@gomezlawoffices.com.

NO LEGAL ADVICE OR ATTORNEY-CLIENT RELATIONSHIP

Data contained on or made available through the website is not intended to and does not constitute legal counsel. The Website and your use of it does not create an attorney-client relationship. Gomez Law Offices, LLC does not warrant or guarantee the accuracy, adequacy, or recency of the data contained in or linked to the website.

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Your use of the Website or materials linked to the website is completely at your own risk. You should not act or depend on any data on the Website without seeking the counsel of a competent lawyer licensed to practice in your jurisdiction for your particular legal issues.

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HYPERLINKS

You may provide links to the Website if you do not change, remove, or obscure the copyright notice or other notices on the website, your website does not engage in illegal or pornographic activities, and you stop providing links to the website at once upon request by the law firm.

COMMUNICATIONS

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LEGAL REPRESENTATION

We practice law only in jurisdictions in which we are licensed to do so. We do not seek to represent anyone in any jurisdiction where the website does not comply or is in any way inconsistent with the rules governing communication of legal services in a particular state. We will not represent clients from those states where the materials do not comply with state bar requirements and where the client is generated as a result of that communication.

WEBSITE CONTENT

The law is constantly changing and the data 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 website at any time. We reserve the right in our sole discretion to edit or delete any data appearing on the website.

VIOLATIONS OF THESE WEBSITE TERMS OF USE

We reserve the right to investigate complaints or reported violations of these Terms of Use 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 data necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, IP addresses and traffic data.

MOBILE DEVICES

The Website is fully accessible via a mobile device. To the extent you access the Website through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Gomez Law Offices, LLC is not responsible for any fees or errors that occur while accessing the Website via mobile device.

SECTION 230 OF COMMUNICATIONS DECENCY ACT

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You understand that the Website may contain links to third party websites, applications, or services that Gomez Law Offices, LLC does not own or control. You agree that Gomez Law Offices, LLC will not be held responsible or liable for the content of third party websites, applications, or services and that Gomez Law Offices, LLC's inclusion of those websites, applications, or services within its Website does not constitute Gomez Law Offices, LLC's endorsement of, recommendation of, or affiliation with any of those websites, applications, or services.

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Sometimes the Website will refer to third-party commercial products, processes, services, names, and/or websites. Any reference is not intended to be an endorsement or statement that the information provided by the third-party is accurate. Gomez Law Offices, LLC does not endorse any commercial product, process, service, name, or website. We are not responsible for the practices or policies of such third parties – link to third parties at your own risk.

TERM AND TERMINATION

This Agreement will remain in full force and effect so long as the Website is in operation. Gomez Law Offices, LLC may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

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GOMEZ LAW OFFICES, LLC DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE. GOMEZ LAW OFFICES, LLC PROVIDES THE WEBSITE AND THE SERVICES PROVIDED THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY. GOMEZ LAW OFFICES, LLC WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD-PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. GOMEZ LAW OFFICES, LLC IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, ALTERATION, AND/OR DESTRUCTION OF IDENTITY. GOMEZ LAW OFFICES, LLC RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME. GOMEZ LAW OFFICES, LLC WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

LIMITATION OF LIABILITY

GOMEZ LAW OFFICES, LLC WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT GOMEZ LAW OFFICES, LLC CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR SERVICES THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO GOMEZ LAW OFFICES, LLC, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW. THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. GOMEZ LAW OFFICES, LLC IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

INDEMNIFICATION

You agree to hold harmless, indemnify, and defend Gomez Law Offices, LLC, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services made through the Website, your reliance upon advice provided through the Website, your submission of User Generated Content to the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party. Your obligation to defend Gomez Law Offices, LLC under the terms of this Agreement will not provide you with the right to control Gomez Law Offices, LLC's defense, and Gomez Law Offices, LLC reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify Gomez Law Offices, LLC.

NO ASSIGNMENT

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. Gomez Law Offices, LLC may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website. Jurisdiction, Governing Law, and Resolution of Disputes this Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of New Mexico without giving effect to any conflicts of laws principles. The parties submit to and agree to personal jurisdiction in New Mexico, with venue proper in Chaves County or Santa Fe County, New Mexico or in the Federal District Court for the District of New Mexico. YOU AND GOMEZ LAW OFFICES, LLC AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF SERVICES FROM GOMEZ LAW OFFICES, LLC, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN CHAVES COUNTY OR SANTA FE COUNTY, NEW MEXICO AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF NEW MEXICO AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND GOMEZ LAW OFFICES, LLC AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF NEW MEXICO. YOU AND GOMEZ LAW OFFICES, LLC AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

INTEGRATION

Gomez Law Offices, LLC hereby incorporates its Privacy Policy into this Agreement. This Agreement and its incorporated Privacy Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services and products. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Gomez Law Offices, LLC.

NO WAIVER

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

CHILD ONLINE PRIVACY PROTECTION ACT

The Website is not directed to persons under the age of eighteen (18) and Gomez Law Offices, LLC will not knowingly collect personally identifiable information from children under the age of eighteen (18). If Gomez Law Offices, LLC inadvertently collects such personally identifiable information, Gomez Law Offices, LLC will delete the personally identifiable information in accordance with its security protocols.

LIMITATION ON ACTIONS

GOMEZ LAW OFFICES, LLC AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST GOMEZ LAW OFFICES, LLC ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

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NOTICE

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