

## **Terms of Use**

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### **Acceptance of the Terms of Use**

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### **Changes to Terms of Use and the Website**

We reserve the right to periodically change, update, or replace the Website and these Terms of Use at anytime, at our sole discretion and you are responsible for checking these Terms of Use periodically for revisions. All amended Terms of Use become effective upon our posting to the Site and your continued use and access of the Website following the revisions means that you accept and agree to the changes and are bound to the revised terms.

### **Accessing the Website, Security and Privacy**

We respect your privacy and accordingly, the information that you provide to us will be treated in accordance with our Privacy Policy. We manage your personal data according to our Privacy Policy, which you should read for additional information concerning your privacy within the Site.

We can't guarantee that our Website will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period, nor for any data loss.

To access certain features of the Website you may have to register or subscribe by entering your email and choosing a password as part of our security procedures. We highly recommend to choose a strong password and that you log out from your account at the end of every session.

We use SSL encrypted browsing for all logged-in users, but we cannot guarantee that all use will be secure. We also do not guarantee that the Website or any content provided on the Website is error free.

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For the convenience of our users, we may include links to other websites that are operated by other parties and not affiliated with us. If you access these links you will be leaving our website and these Terms of Use will no longer govern and we are not responsible for their contents. We take no responsibility for, assumes no liability for, and cannot guarantee the performance of, any product or service provided by any business, advertiser, or others to whose sites we link. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

### **Intellectual Property Rights – Ownership of Content and Copyright**

All contents of this Website and its original content, features and functionality (including look!), are owned by and are ©2020 Law Offices of Maryam M. Golbarg, P.C., and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. For purposes of these Terms of Use, the term “**Content**” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website.

You are permitted to use the Website for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms of Use.

We welcome links to the homepage of our website. You are free to establish a hypertext link to the homepage of this site so long as the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by us. We do not permit framing or inline linking to our website or any portion of it.

### **Law and Copyright Infringement - Policy**

If you are a copyright owner and believe that any content on our Website has been used or copied in a manner that infringes your work, please submit your claim and provide a

written notification of claimed copyright infringement to us and include in your claim a detailed description of the alleged Infringement under “DMCA Notice and Procedure for Copyright Infringement Claims” and address it to [contact@mytaxeliefattorney.com](mailto:contact@mytaxeliefattorney.com), or send it via snail mail to Law Offices of Maryam M. Golbarg, P.C., 100 Congress Street, Suite 2000, Austin, TX 78701. Your written notification must contain the following information as set forth in the DMCA:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, including copyright data, and information reasonably sufficient to permit us to locate the material such as URL of the material;
3. Information reasonably sufficient for us to contact you, such as email, address, and telephone number.
4. A statement by you that, you have a good faith belief that use of the material in the manner complained of, is not authorized by the copyright owner, its agent, or the law.
5. A statement by you that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may be held accountable for damages (including costs and attorneys’ fees) for any misrepresentation or bad-faith claims on the infringement of any content.

### **SMS and Call Consent and Other Electronic Communication**

By providing your telephone number, email or address to us, you expressly request, consent and agree to receive information from us via telephone call including to your cellular telephone or other mobile device, email, SMS or text messages to your cellular telephone or other mobile device even if your telephone number(s) is/are currently listed on any state, federal or corporate Do Not Call list. Standard text message rates and cellular data charges may apply.

You understand and acknowledge that electronic communications in general may be inherently unsecure at times, and although we take reasonable steps to maintain the privacy of the communications that take place between us, we cannot guarantee the privacy of the communications at all times.

### **Disclaimer of Warranties and Limitations of Liability**

Your use of our Website is at your sole risk and that the services offered in the Website is provided to you on “as is” and "as available" basis. We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of title and merchantability, fitness for a particular purpose and non-infringement with respect to this Website. We also does not warrant that any material within the Website is complete or accurate or available continuously or that our Website will be free from interruptions, delays, errors, omissions, inaccuracies, being current, correctly priced, or other problems. We also disclaim all warranties and conditions that this Website, its servers or any email

sent from us are free of viruses or other harmful components. You use and rely on the Website or any material available through it is at your own sole risk and you acknowledge that we has not duty to warrant the accuracy of such information. We also make no representations about the suitability of the information and services we contained on this Website for any purpose, and the inclusion or offering of any services on this Website does not constitute any endorsement or recommendation of such products or services by us.

### **Indemnification and Damages**

In no event, shall we, our affiliates, officers, directors, employees, managers, partners, agents, or suppliers be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from in any way connected with your use of our Website, or errors, mistakes, omissions, operational delays or delays related to transmission, non-delivery of information, or any other failure of performance, and you agree to indemnify and hold harmless us, and all of our respective officers, directors, managers and other partners, employees, consultants and agents, from and against any and all claims, losses, expenses, damages and costs (including reasonable attorney fees and court costs) which may arise directly or indirectly from the access to, use of, or browsing of this site or through downloading of any materials, data, text, or images from this site, including, but not limited to, anything caused by any viruses, bugs, human action or inaction, or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections. Because the Website is not error or bug free, you agree that you will use it carefully and avoid using it ways in which might result in any loss of your or any third party's property or information.

Despite the limitation above, you agree that in the event that you are in any way dissatisfied with the products offered on our Website, or bring any manner of legal claim in any way connected with this Website, your sole and exclusive remedy shall be limited to discontinuance of the Website and refund of your purchase price or any fees you may have paid to us, if appropriate.

### **Geographic Restrictions**

We make no claims that the Website or any of its content is accessible, appropriate or legal outside of the United States. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with the local laws.

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas.

**Waiver and Severability**

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. The Terms of Use constitutes the entire agreement between us and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Use). If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Arbitration and Applicable Law**

In the event of any controversy, claim or dispute between the parties arising out and the relating to this agreement or the breach, termination, enforcement, interpretation or validity of this agreement, including the termination or the scope or application of this agreement to arbitrate, shall be determined by arbitration in Austin, Texas or in the county in which the consumer resides, in accordance with the laws of the State of Texas for agreements to be made in and to be performed in Texas and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. The judgment on the award by the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. The non-prevailing party shall pay all arbitration fees of the prevailing party. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

**Termination**

You agree and acknowledge that we, in our sole discretion, reserves the right at any time to terminate your access to, and use of our Website without any prior notice or liability, for any reason, including, but not limited to, our belief that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions of Use.

**Feedback**

We welcome any comment, question, suggestion and communication regarding these Terms at [contact@mytaxreliefattorney.com](mailto:contact@mytaxreliefattorney.com)

Please print and retain a copy of these Terms of Use for your records.