



# VKC-PC WEBSITE TERMS OF USE

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# VKC-PC WEBSITE TERMS OF USE

## 1. TERMS OF USE AGREEMENT

These Terms of Use constitute a legally binding agreement made between you, whether personally, or on behalf of an entity ("you"), and Veronica K. Contreras, P.C., doing business as VKC-PC ("VKC-PC," "we," "us," or "our"), concerning your access to and use of our website ([www.vkc-pc.com](http://www.vkc-pc.com)) as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Website"). We are registered in Massachusetts, United States and have our registered office at 85 Prospect Hill Road, Waltham, MA 02451. You agree that by accessing our Website, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING OUR WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions, or documents that may be posted on the Website, from time-to-time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes, or modifications, to these Terms of Use from time-to-time. We will alert you about any changes by updating the "last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable terms every time you use our Website, so that you understand which terms apply. You will be subject to and will be deemed to have been made aware of, and to have accepted, the changes in any revised Terms of Use by your continued use of our Website after the date such revised Terms of Use are posted.

The information provided on our Website is not intended for distribution to, or use by, any person, or entity, in any jurisdiction, or country, where such distribution or use would be contrary to law, or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access our Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if, and to the extent, local laws are applicable.

Our Website is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use, or register, for our Website.

## 2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Website (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned, and controlled, by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Website "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Website, and no Content or Marks, may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed,



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encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the Website, you are granted a limited license to access, and use, our Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Website, the Content, and the Marks.

### 3. USER REPRESENTATIONS

By using our Website, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access our Website through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use our Website for any illegal or unauthorized purpose; and (5) your use of our Website will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend, or terminate, your account and refuse any and all current, or future use, of our Website (or any portion thereof).

### 4. PROHIBITED ACTIVITIES

You may not access, or use, our Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed, or approved, by us. As a Website user, you agree not to:

- Systematically retrieve data, or other Content, from our Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us (if applicable);
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information, such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent, or restrict the use or copying of, any Content or enforce limitations on the use of our Website and the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, us or our Website;
- Use any information obtained from the Website to harass, abuse, or harm another person;
- Make improper use of our services or submit false reports of abuse or misconduct;
- Use the Website in a manner inconsistent with any applicable laws or regulations;
- Engage in unauthorized framing of, or linking to, our Website. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use, and enjoyment, of our Website; or modifies, impairs,



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disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of our Website;

- Engage in any automated use of our Website, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools (if applicable);
- Delete the copyright or other proprietary rights notice from any Content;
- Attempt to impersonate another user, or person, or use the username of another user (where applicable);
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- Interfere with, disrupt, or create an undue burden on our Website or the networks, or services, connected to our Website;
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of our Website to you;
- Attempt to bypass any measures of the Website designed to prevent, or restrict, access to our Website, or any portion of our Website;
- Copy, or adapt, the Website's software, including but not limited to: Flash, PHP, HTML, JavaScript, or other code;
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of our Website;
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses our Website, or using or launching any unauthorized script or other software;
- Use a buying agent, or purchasing agent, to make purchases on our Website (where applicable);
- Make any unauthorized use of our Website, including collecting usernames, or user email addresses, by electronic means (or other means) for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- Use our Website as part of any effort to compete with us or otherwise use our Website, or our Content or Marks, for any revenue-generating endeavor or commercial enterprise;
- Use our Website to advertise or offer to sell goods and services; and
- Sell or otherwise transfer your profile.

### 5. USER GENERATED CONTRIBUTIONS

Our Website does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on our Website, including but not limited to: text; writings; video; audio; photographs; graphics; comments; suggestions; or Personal



## VKC-PC WEBSITE TERMS OF USE

Information (as defined within our Privacy Notice) or other material (collectively, "Contributions"). Contributions may be viewable by other users of our Website and through third-party websites. As such, any Contributions you transmit will be treated in accordance with our Website Privacy Notice. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not, and will not, infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third-party;
- You are the creator and owner of, or have the necessary licenses, rights, consents, releases, and permissions to use, and to authorize us, our Website, and other users of our Website, to use your Contributions in any manner contemplated by our Website and these Terms of Use;
- You have the written consent, release, and permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by our Website and these Terms of Use;
- Your Contributions are not false, inaccurate, or misleading;
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
- Your Contributions do not violate any applicable law, regulation, or rule;
- Your Contributions do not violate the privacy, or publicity rights, of any third-party;
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health, or well-being, of minors;
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap; and
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of our Website in violation of the foregoing, violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use our Website.



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### 6. CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information, and Personal Information, that you provide, in accordance with our Website Privacy Notice and your choices (including applicable settings).

By submitting suggestions, or other feedback, regarding our Website, you agree that we can use, and share, such feedback for any purpose without compensation to you. We do not assert any ownership over your Contributions. You retain full ownership of all your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on our Website (where relevant). You are solely responsible for your Contributions to our Website (where relevant), and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

### 7. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding our Website ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged, or actual, infringement or misappropriation of any proprietary right in your Submissions.

### 8. THIRD-PARTY WEBSITE AND CONTENT

Our Website may contain (or you may be sent via our Website) links to other third-party websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to, or originating from, third parties ("Third-Party Content"). Such Third-Party Websites, and Third-Party Content, are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through our Website, or any Third-Party Content posted on, available through, or installed from our Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. See our Privacy Notice (here: [Privacy Notice - Veronica K. Contreras, P.C. \(vkc-pc.com\)](http://vkc-pc.com/Privacy-Notice-Veronica-K-Contreras-P.C.-vkc-pc.com)) for additional information about how third parties may use Personal Information.

Inclusion of, linking to, or permitting the use, or installation of, any Third-Party Websites, or any Third-Party Content, does not imply approval, or endorsement, thereof by us. If you decide to leave our Website and access any Third-Party Websites or to use, or install, any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern any Third-Party Website and Third-Party Content. You should review the applicable terms, and policies, of any



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Third-Party Website to which you navigate from our Website, or relating to any applications you may use, or install, from our Website (where relevant). Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third-party. You agree and acknowledge that we do not endorse the products, or services, offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you, or harm caused to you, relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

### 9. WEBSITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor our Website for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from our Website, or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage our Website in a manner designed to protect our rights and property and to facilitate the proper functioning of our Website.

### 10. WEBSITE PRIVACY NOTICE

We care about data privacy and security. By using our Website, you agree to be bound by our Website Privacy Notice, which is available here: [Privacy Notice - Veronica K. Contreras, P.C. \(vkc-pc.com\)](#). Please be advised our Website is hosted in the United States. If you access our Website from any other region of the world with laws, or other requirements governing personal data collection, use, or disclosure, that differ from applicable laws in the United States, then through your continued use of our Website, you are transferring your data to the United States, and you agree to have your data transferred to, and processed, in the United States. See additional information within our Website Privacy Notice, [Privacy Notice - Veronica K. Contreras, P.C. \(vkc-pc.com\)](#) about where your data are stored.

### 11. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use our Website.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF OUR WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE, OR PARTICIPATION IN OUR WEBSITE, OR DELETE ANY CONTENT OR



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INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

### 12. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of our Website, at any time, or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Website. We also reserve the right to modify (or discontinue) all or part of our Website without notice at any time. We will not be liable to you or any third-party for any modification, suspension, or discontinuance of our Website.

We cannot guarantee our Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to our Website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify our Website, at any time, or for any reason, without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access, or use, our Website during any downtime or discontinuance of our Website. Nothing in these Terms of Use will be construed to obligate us to maintain, and support, our Website or to supply any corrections, updates, or releases in connection therewith.

### 13. GOVERNING LAW

These Terms of Use and your use of the Website are governed by, and construed, in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be entirely performed within the Commonwealth of Massachusetts, without regard to its conflicts of law principles.

### 14. DISPUTE RESOLUTION

#### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

#### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: [www.adr.org](http://www.adr.org). Your arbitration fees, and your share of arbitrator compensation, shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA





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Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will decide, in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Middlesex County, Massachusetts. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced, or prosecuted, in the State and Federal courts located in Middlesex County, Massachusetts, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to our Website be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed, for jurisdiction, above, and the Parties agree to submit to the personal jurisdiction of that court.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal, or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed, for jurisdiction, above, and the Parties agree to submit to the personal jurisdiction of that court.



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### 15. CORRECTIONS

There may be information on our Website that contains typographical errors, inaccuracies, or omissions, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change, or update, the information on our Website at any time, without prior notice.

### 16. DISCLAIMER

THE WEBSITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE WEBSITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR WEBSITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (1) CONTENT AND MATERIALS' ERRORS, MISTAKES, OR INACCURACIES; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURED SERVERS, OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO, OR THROUGH, OUR WEBSITE BY ANY THIRD-PARTY; AND (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR WEBSITE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED, OR OFFERED BY, A THIRD-PARTY THROUGH OUR WEBSITE (WHERE RELEVANT), ANY HYPERLINKED THIRD-PARTY WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO, OR IN ANY WAY BE RESPONSIBLE FOR MONITORING, ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PRODUCT OR SERVICES PROVIDERS. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION, WHERE APPROPRIATE.

### 17. LIMITATIONS OF LIABILITY

WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, OR OTHER PROPERTY, ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING OUR WEBSITE, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM OUR WEBSITE (WHERE RELEVANT).



## VKC-PC WEBSITE TERMS OF USE

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU, OR ANY THIRD-PARTY, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF OUR WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$100.00 USD.

CERTAIN U.S. STATE LAWS, AND INTERNATIONAL LAWS, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### 18. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third-party due to or arising out of: (1) use of OUR Website; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third-party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of OUR Website with whom you connected via our Website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### 19. USER DATA

We will maintain certain data that you transmit to our Website for the purpose of managing the performance of our Website, as well as data relating to your use of our Website, including Personal Information (as defined within the Privacy Notice, accessible here: [Privacy Notice - Veronica K. Contreras, P.C. \(vkc-pc.com\)](https://vkc-pc.com/privacy-notice)).

Although we perform regular routine backups of data, you are solely responsible for all data that you transmit, or that relates to any activity you have undertaken using our Website. You agree that we shall have no liability to you for any loss, or corruption of, any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.



## VKC-PC WEBSITE TERMS OF USE

### 20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting our Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on our Website, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US, OR VIA, OUR WEBSITE. You hereby waive any rights, or requirements, under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### 21. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

### 22. MISCELLANEOUS

These Terms of Use, and any policies or operating rules posted by us, on our Website (or in respect to our Website) constitute the entire agreement and understanding between you and us. Our failure to exercise, or enforce, any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any, or all, of our rights and obligations to others at any time. We shall not be responsible, or liable, for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use are determined to be unlawful, void, or unenforceable, that provision, or part of the provision, is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us because of these Terms of Use or use of our Website. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any, and all, defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

### 23. CONTACT US

To resolve a complaint regarding our Website, or to receive further information regarding use of our Website, please contact us at:

Email: [compliance@vkc-pc.com](mailto:compliance@vkc-pc.com)