



BY: PAUL PADDALAW, PLLC

Terms of Use & Service Privacy Policy/Legal Disclaimer

Last updated May 20, 2020

Introduction

By using and/or visiting paulpaddalaw.com or any Content, Websites or Information uploaded/controlled by Paul Padda Law, PLLC (the “Practice”) including but not limited to submitting, accessing and/or viewing any and all content available through and/or at the site located at paulpaddalaw.com and any of our subdomains and/or affiliate websites (e.g. thevegaslawyers.com or thefederaldefenders.com) thereof, and any mobile applications, RSS feeds, syndicated feeds, curated content, digital and print collections, audio recordings, blogs, vlogs, podcasts, social media accounts including those hosted on third party platforms and/or resources owned, controlled or created by or for our Practice or its designees, you signify your agreement to (1) these terms and conditions governing use and service (referred to as the “Terms”) and (2) the terms and conditions of third party sites, hosts, and/or subprocessors used by our Practice (all of which is collectively referred to herein as your “Agreement”). If you (the “User”) do not agree to any of these terms, the Practice privacy notice, or the Community Guidelines, please do not use the Content to share, read, recommend, or comment upon content hosted by or for our Practice.

Our Terms and Privacy Policy explains what information we collect, how we use it and who we share it with; your use of our Practice is governed by the Terms and Policy set forth herein. We do not sell the data that you post on, submit to or share on the Website to third parties; we do not include or accept paid advertisements from third parties that include tracking elements or that collect data on or from our Content users.

We strive to make our Practice's Terms and Privacy Policy readable. We have tried to provide explanations for the more unusual legal terms. If you have terminology questions not covered here, Law.com's glossary may help, though we cannot vouch for the accuracy of outside sources, including those referenced in the Terms.

General Principles

The Terms set forth herein constitute the entire agreement between you and our Practice, and govern your use of the Practice on the web, via any domain name, or via an app. It takes the place of any and all prior agreements between you and our Practice.

These Terms control the relationship between you — an individual accessing our Information and Website — and Practice, and all disputes arising out of or related to it; all of which shall be governed by the laws of the United States and specifically the State of Nevada, without regard to its conflict of law provisions.

You and our Practice agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Nevada, and to waive any objection to the laying of venue there.

Our Practice's failure to enforce any one part of the Terms will not waive our Practice's ability to enforce any other provisions and any waiver with regard to a specific instance shall not constitute a waiver of any other breaches of the Terms, even with regard to the same user.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, you agree that the court should give effect to the party's intentions as reflected in the provision, and that the other provisions of the Terms shall remain in full force and effect.

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Content or the Terms

must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You Agree To The Following Terms Of Service And Use

By accessing our Websites and/or Information, or emailing any address hosted by any domain we own and/or control (“Content”) you affirm, confirm and state that you comply with and assent to the Terms, which incorporates the Practice’s Privacy Policy.

We may update the Terms from time-to-time as necessary. Although we may attempt to notify site users when major changes are made to these Terms, you should periodically review the most up-to-date version. Our Practice may, in its sole discretion, modify or revise these Terms and policies at any time, and you agree to be bound by such modifications or revisions by your continued use of the Website or correspondence with the Practice.

Subject to amendments of the update process by the Practice, this is the only means by which the Terms may be altered. The Terms cannot be changed by, e.g., emails, Tweets, or oral communications with you. If you are a current client of the Practice, these Terms may be amended only by written agreement with you, and only when signed by both parties.

As-Is/As Available

Our Practice provides Content on an “as is” and “as available” basis. What this means is that our Practice does not warrant (that is, does not make a legally binding promise) that our Content will meet your requirements; that our Content will be uninterrupted, timely, secure, or error-free; or that the results you get from using the Content will be accurate, reliable, or satisfactory to you. We will endeavor to provide the best possible service to accessing information about the Practice, but many things (e.g., possible outages, hackings, etc.) are not within our control and we cannot provide for all eventualities. In the event we learn of a breach of Personal Data that is

under or within our control, we will notify affected individuals as soon as practicable.

Please notify Paul Padda Law, PLLC (c/o Paul S. Padda, Esq. at 4560 South Decatur Blvd., Suite 300, Las Vegas, Nevada 89103) of any known or suspected breach of security that impacts your access to our Practice; if you access our Practice via a mobile device, we recommend that said device be password-protected to prevent unauthorized access of your data.

Content may not be modified, produced, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, translated, published, performed or otherwise exploited for any other purposes (including most certainly commercial purposes) whatsoever without our prior written consent.

The content on the Content, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), that are owned by or licensed to our Practice, are subject to copyright and other intellectual property rights under the law.

Any material you download, view, or otherwise access through the Website is at your own risk. You will be solely responsible for any damage or loss of data that results from the download of any such material.

We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Terms govern your use of the Website, and therefore no communication from anyone associated with our Practice will create any warranty that isn’t expressly stated in the Terms.

You expressly agree that our Practice shall not be liable to you for any damages of any kind (even if our Practice has been advised of the possibility

of such damages) resulting from the Website, including but not limited to your use of or inability to use the Website; unauthorized access to or changes in Content or information you submit; and the acts and statements of third parties who use the Website.

You agree that our Practice shall not be liable to you or any third party for any termination of or limitation on your access to our Practice. Our Practice may change, end, or put on hiatus the Website, or parts of its Content, at any time.

You agree that our Practice shall not be liable to you for any claim arising out of Content you make available, your use of the Website, your connection to the Website, your use of the Terms, or your violation of any rights of another.

You agree that your use of any Content created by our Practice, including any Website, does not create an attorney-client relationship between you and our Practice and/or any attorney/staff affiliated therewith.

The Practice does not wish to represent anyone desiring representation based upon viewing this Website in a state where this Website fails to comply with all laws and ethical rules of that state.

Our Practice reserves the right to discontinue any aspect of its Website at any time. In other words, our Practice is not liable to you for allowing you to access Content, download Content, use the Website, or submit information to our Practice.

Here's Some More Things You Can't Do

You agree not to use the Website (as well as the e-mail addresses and URLs of our Practices) to do any of the following things identified below:

1. To make available any Content or work that violates the Content Policy as defined herein;
2. To impersonate any person or entity, including, but not limited to, our Practice's attorneys, or any representative thereof, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. To forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted to or through the Practice or any our sites, servers, networks, or Content;
4. To remove watermarks or source identifiers, logos and/or code from content hosted on our Website;
5. To make available any Content that a court has ruled constitutes patent, trademark, trade secret or copyright infringement;
6. To make available any unsolicited or unauthorized advertising (defined as solicitations for direct or indirect commercial advantage), junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
7. To make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or hardware or telecommunications equipment;
8. To interfere with or disrupt any of our Websites, Information, hosted Content or sites, servers or networks connected to our Practice's sites;
9. To create an account if you are a resident or national of any country to which the United States has prohibited transactions by mandating a trade embargo, as detailed further by the United States State Department;

10. To use our Content or Websites to break any law that applies to you, including any rules or regulations having the force of law. Just by way of example, do not use the Content to disseminate restricted technologies or violate laws governing the export of technical data. This provision is not intended to deal with matters subject to the Content Policy, but the Content Policy cannot cover every law in every country. As a general matter, the Practice follows US law.

Finally, you agree to not to do anything that would commercially exploit our Practice, bring embarrassment/ridicule upon our Practice or engage in any other conduct injurious to the goodwill and business interests of the Practice.

Data and Content Processing

In order to communicate with you, we have to process certain data and information including Personal Data that we collect from Users, and that each User inputs. In order to operate the site, host our Websites, Information and Content, and prevent technical issues and breaches, we need to process (e.g. collect, store, retrieve, disseminate, make available, and delete) certain data and information including personally identifying information, also known as “Personal Data”. Personal Data includes your username, your email address, your IP information and any personally identifying information you enter on the Website, including information that you submit or provide to Us.

By using the site, you consent to our collection, processing, retention and display of your Content as set forth and explained in these Terms of Use so we can provide you with services and operate our Practice; if we believe that using, retaining and/or sharing that information is necessary to preserve the integrity of the Content and the Content that we host; for legitimate legal and/or accounting audit purposes; when we have a good faith belief it is required by law, such as pursuant to a subpoena or other

legal process; or when we have a good faith belief that doing so will help prevent imminent harm to someone.

The Terms, Including the Privacy Policy, Apply Only To Our Practice

This Privacy Policy covers our Practice's treatment of Personal Data, including personally identifying information submitted to us, and which we collect when you use our Content in the course of ordinary communications. Our Content may contain links to third party websites that are not owned or controlled by our Practice and embedded content that is not created, controlled or owned by our Practice.

Our Practice has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, our Practice will not and cannot censor or edit the content of any non-user third-party. By using the Website, you expressly relieve our Practice from any and all liability arising from your use of any third-party website.

Additional terms and conditions, as well as data collection practices, may apply when you use, view or access Practice Content that is hosted on or by Facebook, Twitter, YouTube, Instagram, Yahoo, Google+ or others, even when embedded on the Practice Website; our Practice does not control said terms and conditions, and your use of such sites is at your own responsibility and your own risk. By accessing any page hosted, controlled or otherwise managed by our Practice or submitting any content to our Practice including but not limited to emails or postings on our Facebook pages, YouTube postings or other social and business media forums, you state that you agree with, and agree to comply with, the our Terms.

About Possible Changes

If these Terms and/or this Privacy Policy change at any point in the future, we will post the policy changes to the Website. Such changes will be used only for information provided by those who have visited, used, or accessed the Website after the effective date of such policy changes. If you are

concerned about how your information is used, you should check back at the Content site periodically to review the policies.

Our Adherence To The Terms

If you feel that this Practice is not following its stated information policy, please contact our Practice personnel at info@paulpaddalaw.com. Any information you include in any submission to the Practice, including information about your religious views, political views or your sexual identity, or any personally identifying information such as your email address or location, may be used, viewed and/or accessed by Practice employees, attorneys, consultants, experts and/or designees pursuant to our Practice confidentiality policies.

We collect personally identifying information such as your IP address and e-mail address when you request an Content invitation, register for a user account with the Content, visit any of the sites and Content that are part of our Practice family of sites, or use any of the Content's Content. We may use third-party processes to store, process, or transmit data, or perform other technical functions related to operating the Website. These Content may include spam detectors, backup Content, icon hosting, and e-mail Content. We may store or process your Personal Data in data centers which may be located in the United States or other countries.

What We Collect, Process & Retain

E-mail Addresses: We collect e-mail addresses of and from those who communicate with us via e-mail and any Content or Personal Data included in e-mails to us. We need this information so we can respond to you, and for other legal and accounting/audit reasons including maintaining the integrity of the Content and the Content that we host.

User-Specific Information: We collect information about what pages users access or visit including your interactions with Content features as well as IP

address (which may manifest with approximate or inaccurate location information) browser and operating system types, access times and dates, as well as referral information (i.e. data about what site you are coming to the Content from) and whether there are errors in displaying Content to you. We need this information to maintain the integrity of the site, the Website and the Content that we host; to provide you with the Content that you are seeking; to minimize spam; and for other legal and accounting/audit reasons.

You consent to our collection, processing and retention of your Content, including personal data, when you submit data, information and Content to the Practice, including for purposes of providing services to you by the Practice if you choose to obtain legal services from the Practice or our affiliated attorneys.

You consent to our collection, processing, retention and use of your IP address for a limited time. We need this consent to manage and maintain the Practice and our Websites, and to provide you with services and Content.

If you obtain legal services from the Practice, when you submit a payment for such services, you give informed and unambiguous consent that the personally identifying information that you submit in conjunction with your payment (“Payment Information”) can be collected, processed and retained for legal and accounting/auditing purposes. Payment Information includes your check/bank information credit or debit card number, card expiration date, CVV code, cheque payment information and billing/payment account address. Payment Information used at our Practice and is shared with payment processors/providers to process payments; prevent, detect and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit or debit cards. Payment Information also includes the name and address that you submit to the Practice.

We reserve the right to send our clients and potential and former clients correspondence and emails regarding news about our attorneys, staff, Practice developments, affiliated websites as well as site policy updates and other matters concerning the management, integrity, evolution, developments of our Practice.

The IP address of our Practice's visitors is collected and processed by our Practice and our website management/maintenance team; we need this information so we can provide you with the Content that you are requesting, correspond with you, and for other legal and accounting audit reasons including maintaining the integrity of the Content and the Content that we host. Certain IP information may be collected by the server for log purposes and used for limited technical assessments of the Website.

Logs of server interactions, as well as event logs are collected and processed. We need this information for legal and accounting/audit reasons, including maintaining the integrity of the Content that we host, corresponding with our users, and providing users with Content.

We use "cookies" to store visitors' preferences; customize web pages and Content delivery based on visitors' browser type or other information that the visitor sends; and record activity at the Content in order to provide better service when visitors return to our site. Cookies must be enabled for certain our elements of our Website to function properly with your computer.

What We Will Not Do

We will not sell, trade, or rent your Personal Data, but we may use your Personal Data to best serve our clients. Except as provided under this policy, we will not disclose your Personal Data to any third party without your prior consent unless we (1) are legally compelled to do so, (2) have a good-faith belief that such action is necessary to comply with a current judicial

proceeding, a court order, or legal process served on our Practice, or (3) are cooperating with law enforcement authorities. As to (3), we will cooperate with all investigations conducted by law enforcement authorities within the United States of America when legally required to do so. Cooperation with law enforcement authorities from other countries and cooperation when it is not legally required are at our sole discretion. Our discretion looks favorably upon freedom and justice, and unfavorably on oppression and violence.

Unless legally prohibited, we will attempt to notify you any time we disclose your Personal Data to a third party. In some cases, the information we have, such as an IP address, may be insufficient for us to notify you.

Threatening The Technical Integrity Of Our Website

Conduct that threatens the technical integrity of the Content, e.g. attempts to hack the Website or spread viruses through it, will result in an immediate report of such actions to appropriate law enforcement entities.

European Union Residents

If you are a resident or citizen of the European Community, you are generally entitled to access personal information that our Practice holds and to have inaccurate data corrected or removed to the extent our Practice has access to and/or maintains it. In certain circumstances, you also may have the right to object for legitimate reasons to the processing or transfer of personal information. If you wish to exercise any of these rights, please use the Contact Form to make a request.

Digital Millennium Copyright Act (“DMCA”) Policy

If you believe that your content has been reproduced in whole or in part, without transformative use (transformative use is defined by our Practice as adding something new, with a further purpose or different character,

altering the source with new expression, meaning, or message), please follow our procedures for reporting copyright infringement.

The report must be submitted via email and must clearly and specifically indicate the exact location (URL), nature, and extent of each instance of allegedly infringing content, as well as the exact copyrighted material that is being infringed, as well as full and complete contact information for the copyright holder and/or an authorized agent.

To file a copyright infringement notification with us, you will need to send a communication to us with all of the following information in it, using this format:

Include a statement telling us that you have found Content on our Practice which you believe infringes your copyright (for example, “I hereby confirm that I believe the article identified below infringes my copyright”).

Tell us which country your copyright applies to.

1. Tell us the title of the content concerned and the full URL for its page.
2. Explain to us in what way that content infringes your copyright (e.g. the text is copied, the entire article is a copy of an original work made by you, etc.)
3. Identify the type (e.g. a book, a short article, a poem, etc.) and details of (e.g. title, publisher, dates, etc.) the copyright work which you own the rights in, and which you believe has been infringed. If this information is available on the internet, it is helpful to send us a link.
4. Let us have contact information so that we can get in touch with you (email address is preferred).

5. Let us have the contact information which we can pass on to the submitter of the content concerned, so that they can get in touch with you to resolve your complaint directly (email address is preferred).

6. Include the following statement: "I have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law. I swear that the information contained in this notification is accurate and that I am the copyright owner (or legal representative thereof) or otherwise have the exclusive right in law to bring infringement proceedings with respect to its use."

7. Sign the notice. Send the notice, in English, to Paul S. Padda, Esq. at Paul Padda Law, PLLC, 4560 South Decatur Blvd., Suite 300, Las Vegas, Nevada 89103.

8. Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content and any other party designated by our Practice.

Before submitting a report of infringement to our Practice, be sure you know whether the content that you have seen on our Practice infringes your copyright. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation of copyright infringement by using this process and remember that most countries' copyright law does not give one person ownership of an idea, but ownership of the specific words or image used to express that idea.

Content Age Policy

This Age Policy covers the Content's treatment of users (a) who are residents or citizens of the European Union and of the age where consent of a parent or legal guardian is required for the processing of personal data of children including email addresses and IP addresses, as well as certain uses

of cookies; and (b) who are under the age of thirteen (13) and residents or citizens of any other country.

In compliance with United States regulations regarding online privacy for children, the Content does not knowingly solicit or collect information from children under the age of thirteen (13). Children under the age of thirteen (13) are therefore not permitted to have an account or upload Content of any type to the Content. By submitting data and/or content to the Practice, you thereby confirm that you are thirteen (13) years old or older, and of the age to legally grant consent to have us use, process and retain your Personal Data as well as Special Categories of Personal Information in the country where you reside and/or are a citizen.

Asking a parent or legal guardian to upload Content does not constitute submitting Content under this policy. If you are under the age of thirteen (13) and not an Age-Barred Individual (as defined below), your parent or legal guardian may upload your Content through their account. ¹⁴

We as an organization have opted to protect teen users' privacy. As a result, we cannot receive or host Content from individuals that we know are under the age of sixteen and residents/citizens of the European Union, unless they are residents/citizens of the EU countries that allow the collection of Special Categories of Personal Data from those at a younger age ("Age-Barred Individuals"). Age-Barred Individuals may not maintain accounts or submit Content.