



## **Internet Website Terms of Use Agreement:**

This agreement (the "Agreement") is entered into between First People's Assistants, (FPA Corp) a Professional Corporation with a principal place of business at 132 N. El Camino Real 152 Encinitas, CA 92024, and the party clicking "accept" below and/or using the Internet Web Site created and supported by FPA Corp (the "Site").

You should carefully read the Agreement before using the Site. By using the Site you agree to be bound by the terms and conditions of use set forth in the Agreement. This is a legally binding agreement. If you do not agree with the Agreement you should not use the Site and must leave the Site. If you utilize the Site in a manner inconsistent with these terms and conditions, FPA Corp may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse indicate is proper.

FPA Corp may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Agreement.

1. FPA Corp agrees to provide you access to the Site in accordance with this Agreement.
2. That you have read the Agreement and that you accept the terms thereof.
3. You accept that the Site is provided on an "as is, as available" basis. FPA Corp reserves the right to make changes to the Site, including the availability of any feature, database, content, web page materials, product information and prices on the Site at any time without notice or liability. FPA Corp may also restrict your access to parts or the entire Site without notice or liability.
4. The materials included in the Site are for general information purposes only and do not constitute legal advice. They are not intended to be a substitute for obtaining legal advice from legal counsel. ALL ARTICLES AND MATERIAL DISPLAYED BY FPA CORP ON THE SITE ARE FOR INFORMATION ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL ADVICE OR OTHER LICENSED PROFESSIONAL ADVICE OR A SUBSTITUTE THEREFOR. FOR SPECIFIC LEGAL ADVICE REGARDING YOUR PARTICULAR CIRCUMSTANCES, YOU MUST RETAIN LEGAL COUNSEL. FPA Corp does not represent or endorse



the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Site. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. FPA Corp reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site.

5. YOUR ACCESS TO AND USE OF THE SITE MAY BE TERMINATED AT ANY TIME FOR ANY REASON OR FOR NO REASON BY YOU OR BY US.

6. WE MAY, SUBJECT TO AND IN ACCORDANCE WITH OUR PRIVACY POLICY FOR MARKETING AND OTHER PURPOSES, COLLECT, PROCESS AND TRANSMIT CERTAIN DATA OBTAINED FROM AND ABOUT YOU IN THE COURSE OF YOUR ACCESSING THE SITE. BY AGREEING TO THESE TERMS YOU AGREE TO SUCH DATA BEING SO USED AND FURTHER AGREE THAT IT MAY BE TRANSMITTED TO OTHERS WHETHER OR NOT WITHIN THE UNITED STATES IN ACCORDANCE WITH OUR PRIVACY POLICY AND UNDER APPLICABLE PRIVACY AND DATA PROTECTION LEGISLATION. Information on how and what type of data (if any) is held about you can be obtained by [clicking here](#) to review our privacy policy or by [clicking here](#) for our contact information.

7. Where we provide hypertext links from or to third party sites we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to the Website, the content of those sites, the third parties named therein, or their products, resources or services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking, and we accept no liability nor make any endorsement or approval of the same.

8. You acknowledge that transmissions to and from the Site are not confidential and your Communications may be read or intercepted by others. Any unprotected e-mail communication over the Internet is subject to possible interception or loss, is not confidential and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an e-mail sent by you to us or an e-mail sent by us to you, or anyone you designate, at your request. Violators of this section who use our services for any illegal purpose including but not limited to repeated unwanted emails or "Spam," may be prosecuted to the full extent of the law." You acknowledge that by submitting Communications to FPA Corp, no confidential, fiduciary, and contractually implied or other relationship is created between you and FPA Corp other than pursuant to this Agreement and any subsequent written agreement entered into with FPA Corp.



9. YOU EXPRESSLY UNDERSTAND AND AGREE THAT FPA CORP SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FPA CORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. IN THE EVENT THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL BE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT FPA CORP AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

10. You hereby agree to indemnify, defend and hold FPA Corp, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. FPA Corp reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of FPA Corp.

11. FPA Corp's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. FPA Corp may assign its rights and duties under this Agreement to any party at any time without notice to you.

This Agreement contains the entire understanding between us with respect of the Site and no representation, statement, inducement oral or written, not contained herein shall bind either of us. FPA Corp reserves the right, at its sole discretion, to change, modifies, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in this Agreement will be posted on the Site.



12. Should any part of the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Agreement had been eliminated.

13 This Agreement may be terminated by either party without notice at any time for any reason; provided that You may no longer use the Site after You have terminated this Agreement.

14. The terms and conditions of use in this Agreement are subject to change at any time. You should review the Agreement regularly for any changes.

**15. DISCLOSURES REQUIRED PURSUANT TO FEDERAL LAW:**

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days.

The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud. You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it. Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate.

However, mistakes may occur. You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your



satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you. The Federal Trade Commission regulates credit bureaus and credit repair organizations.

By signing below I acknowledge and agree to the terms of this document from First People's Assistants.

**Please sign and return by Fax to (760)-494-4409**

**Name:** \_\_\_\_\_ **PLEASE PRINT**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Contact Telephone:** \_\_\_\_\_