

# **Terms of Use**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using the BANKRUPTCY CENTER, LLC website (the "Site" or "CABC") you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to the BANKRUPTCY CENTER, LLC, its parent, subsidiary or any of our affiliates, and "Services" refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or *if you do not agree to these Terms of Use, please do not use this Site, Services or any Applications*. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us with the information below.

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

## **THERE IS NO FORMATION OF AN ATTORNEY-CLIENT RELATIONSHIP AND NO ATTORNEY-CLIENT PRIVILEGE**

THE BANKRUPTCY CENTER, LLC IS NOT A LAW FIRM AND DOES NOT EMPLOY ANY ATTORNEYS. NONE OF THE BANKRUPTCY CENTER, LLC'S INFORMATION OR CORESPONDANCE WITH YOU SHOULD FORM OR IMPLY AN ATTORNEY-CLIENT RELATIONSHIP. YOU UNDERSTAND THAT QUESTIONS AND ANSWERS TO SERVICES OR OTHER POSITINGS ON THE SITE ARE **NOT** CONFIDENTIAL AND ARE **NOT** SUBJECT TO ATTORNEY-CLIENT PRIVILEGE, NOR WORK PRODUCT.

BANKRUPTCY CENTER, LLC is a trade name and is an ATTORNEY ADVERTSIEMENT FOR THE MLNARIK LAW GROUP, INC. with attorneys licensed in the state of CA. Attorney William W. Winters is responsible for this advertisement. Bankruptcy Law Center and Mlnarik Law Group, Inc.'s principle office is located at 2930 Bowers Ave, Santa Clara, CA 95051.

## **WAIVER OF CONFLICT**

With use of the Site or any communications with Bankruptcy Center, LLC's parent company, subsidiary, or any of its employees, agents, or representatives you give informed written consent and acknowledge that you waive any potential or actual conflict of interest. Should there arise any conflict of interest whatsoever, you acknowledge that the Bankruptcy Center, LLC, its parent company or subsidiaries may continue to represent an opposing party despite your having visited our Site or communicated with us regardless of whether your communication was deliberate or

unintentional. By using the Site or affixing your electronic **initial here** \_\_\_\_\_ you agree to waive any and all conflicts of interest.

Do not use our Services on any mobile device in any way that may distract you and/or prevent you from obeying traffic or safety laws.

**These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute. By using the Site or initialing here you agree to take any and all disputes to arbitration, waive any rights to a trial by jury and class action status \_\_\_\_\_ INITIAL**

**Legal Disclaimer:** Neither, the Bankruptcy Center, LLC, the California Bankruptcy Law Center, nor the California Bankruptcy Center are a California Licensed law firm, nor are any of them a lawyer referral system; nor are any of them a substitute for an attorney, legal advice, or law firm. BANKRUPTCY CENTER, LLC is a separate entity formed in the state of California and the California Bankruptcy Center is a trade name used as an ATTORNEY ADVERTSIEMENT FOR THE MLNARIK LAW GROUP, INC. a California law corporation with attorneys licensed in the state of California. Attorney William W. Winters is responsible for this advertisement. BANKRUPTCY CENTER, LLC and The Mlnarik Law Group, Inc.'s principle offices are located at 2930 Bowers Ave, Santa Clara, CA 95051. Prior results listed on this site do not depict or in any way infer a prediction or outcome of your situation, inquires or questions. We proudly provide options to people experiencing financial difficulty. View our **Terms of Use**. (\*Hyperlink to terms of use).

# Terms of Service

## OVERVIEW OF SERVICE

Bankruptcy Center, LLC provides an online legal portal to give visitors, specifically individuals, or entities that are domiciled in California, a general understanding of the law, self-help legal information, and/or outsourcing legal questions to appropriate license practitioners. The site is a means to help those individuals or entities find their appropriate information, while allowing options to seek professional legal advice and counsel through The Mlnarik Law Group, Inc. its parents, subsidiaries, affiliates, directors, agents, employees. The Site includes general information on commonly encountered bankruptcy legal issues. **At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation; unless there is written informed consent by you and us upon an attorney fee agreement and payment has been made with The Mlnarik Law Group, Inc. or another law corporation similarly situated. Bankruptcy Center, LLC, its Services, and its forms or templates are not a substitute for the advice or services of a properly licensed attorney.**

Bankruptcy Center, LLC strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, Bankruptcy Center, LLC cannot guarantee that all of the information on the Site or Applications is completely current. The Bankruptcy Center, LLC is intended to be used with the state of California and individuals, or entities that are domiciled in California. The law is a personal matter, and no general information or legal tool like the Bankruptcy Center, LLC could fit or provide for every circumstance. Furthermore, the **legal information contained on the Site and Applications is not legal advice** and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, **you should consult a licensed attorney, including but not limited to those attorneys at The Mlnarik Law Group, Inc.**

From time to time, Bankruptcy Center, LLC may perform certain attorney access services and introduce our visitors to attorneys through various methods, including but not limited to (i) legal plans, (ii) third party attorney directory listings, and (iii) third party limited scope agreements. **At no time is an attorney-client relationship fostered or created with Bankruptcy Center, LLC through the performance of any such services.**

**This Site and Applications are not intended, nor implied, nor expressly made to create any attorney-client relationship, and your use of Bankruptcy Center, LLC does not and will not create an attorney-client relationship between you and California Bankruptcy Center, LLC. Instead, you are and will be representing yourself in any legal matter you undertake through Bankruptcy Center, LLC's legal document service.** **INITIAL**

## **INTERACTION BETWEEN LAWYERS AND CONSUMERS**

Your use of the Services does not create an attorney-client relationship between you and Bankruptcy Center, LLC, The Mlnarik Law Group, Inc. its parent or subsidiaries, or between you and any Bankruptcy Center, LLC's employee, agent, or representative. Unless you are otherwise represented by an attorney, you represent yourself in any legal matter you undertake through our services.

Bankruptcy Center, LLC is NOT a "Lawyer Referral Service." The lawyers published on our website are employed by The Mlnarik Law Group, Inc. The Bankruptcy Center, LLC does not endorse or recommend any attorneys other than those that are employed at The Mlnarik Law Group, Inc.; nor does it make any warranty as to the qualifications or competency of any attorney. The CABC is an ATTORNEY ADVERTISEMENT and is a trade name for the THE MLNARIK LAW GROUP, INC. a California Law Corporation.

Any communication between any Bankruptcy Center, LLC's employee, agent, or representative does not express or imply attorney-client privilege or work product. Except as may be required in connection with your use of Bankruptcy Center, LLC's Services, Bankruptcy Center, LLC does not want you to submit confidential or proprietary information to us through this Site or any Applications. All comments, feedback, information or material submitted to Bankruptcy Center, LLC's through or in association with this Site shall be considered non-confidential and Bankruptcy Center, LLC's property. By providing such submissions to Bankruptcy Center, LLC's you hereby assign to Bankruptcy Center, LLC's, at no charge, all worldwide right, title and interest in and to the submissions and any intellectual property rights associated therewith. Bankruptcy Center, LLC's shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

By creating an account, you agree that you may receive communications from Bankruptcy Center, LLC, such as newsletters, special offers, and account reminders and updates. You also understand that you can remove yourself from these communications by contacting us and asking to be removed from the list or clicking the "Unsubscribe" link in the footer of the actual email.

### **Non-English-Speaking Customers**

Certain materials on the Bankruptcy Center, LLC's site, including but not limited to questionnaires, documents, instructions, and filings, are only available in English. Non-English translations of these Terms, as well as other terms, conditions, and policies, are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

### **Customers Needing Extra Assistance.**

Bankruptcy Center, LLC aims to provide full access to its website and product offerings regardless of disability. If you are unable to read any part of the Bankruptcy Center, LLC's website, or otherwise have difficulties using the Bankruptcy Center, LLC's website, please call **408-919-0088** and our customer care team will assist you.

### **No unlawful use of communications**

Our Services include a large number of what are collectively called "Communications Services." These include services such as live chats, comment threads, blog posts, question and answer products, customer service communication forums, calendars, and other message services. You agree to use the Communication Services only to post, send, and receive messages or materials proper to and related to the particular Communication Service. When using a Communication Service, you agree that you will not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of us or any others.
- Publish, post, upload, distribute or disseminate any names, materials, or information that is considered inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful.
- Create a false identity, represent yourself as someone else, or sign an agreement as someone else or on behalf of someone else or otherwise falsify or delete in or on an uploaded file any significant attributions or notices.
- Upload files that contain software or other material protected either by intellectual property laws or by the rights of privacy or publicity except when
  - i. you own or control the necessary rights, or
  - ii. you have received all necessary consents to do so.
- Upload corrupted files, files that contain viruses, or any other files that may damage the operation of another's computer.
- Advertise, offer to sell, or offer to buy anything for business purposes except to the limited extent any particular Communication Service specifically allows such activity.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Harvest or otherwise collect personally identifiable information about others, without their consent.

- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Violate any applicable laws or regulations.

Although Bankruptcy Center, LLC has no obligation to monitor the Communication Services, we reserve the right, in our own discretion, to review and remove materials posted to a Communication Service, in whole or in part. Bankruptcy Center, LLC reserves the right to disclose any materials posted, information or activity as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

You can only use our Services if they do not conflict with or violate the laws of your jurisdiction(s). The availability of our Services in your jurisdiction(s) is not an invitation or offer by Bankruptcy Center, LLC to access or use our website or Services. By using our Services, you accept sole responsibility that you or any family member's use of or access to our Services does not violate any applicable laws in your jurisdiction(s). To enforce this provision, Bankruptcy Center, LLC reserves the right to refuse membership, or suspend or terminate your account immediately and without prior notice at our sole discretion.

The following are specifically excluded or prohibited:

- Use in connection with any legal matter that is frivolous, immaterial or illegal in nature, as determined by Bankruptcy Center, LLC or the Mlnarik Law Group, INC. or any of its parents or subsidiaries. in their sole discretion;
- Use in connection with any legal matter involving an alleged violent crime;
- Use in connection with any legal matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- Use in connection with any legal matter for which you are currently or prospectively represented by legal counsel.
- Use in connection with any legal matter that, as determined by the Bankruptcy Center, LLC in his or her sole discretion, lacks sufficient merit to warrant pursuit, or that has been raised an excessive or unreasonable number of times without a change in circumstances;
- Use in connection with any legal matter that directly or indirectly involves Bankruptcy Center, LLC or the Mlnarik Law Group. Inc. other than as your counsel;

- Use in connection with any legal matter that directly or indirectly involves Bankruptcy Center, LLC or any of its affiliates, directors, agents, employees, or other Bankruptcy Center, LLC's service providers; or
- Use in connection with any legal matter in which Bankruptcy Center, LLC or any of its affiliates, directors, agents, employees, or other Bankruptcy Center, LLC's service providers has an adverse interest, or in which any director, officer, agent or employee thereof has an adverse interest.

You may not hack, "scrape" or "crawl" Bankruptcy Center, LLC whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds, or otherwise access or attempt to access any information California Bankruptcy Center, LLC has not intentionally made available to you on its website via purchased subscription. Your use of the Bankruptcy Center, LLC's website does not entitle you to resell any Bankruptcy Center, LLC's content without prior express written consent from Bankruptcy Center, LLC.

### **eSign Service**

Bankruptcy Center, LLC offers an electronic signature service ("eSign Service"), which allows users to send and receive valid e-signatures in the United States under the 2000 U.S. Electronic Signature in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act (UETA) as adopted by individual states.

By using Bankruptcy Center, LLC's eSign Service, you consent to using electronic signatures pursuant to these terms and Bankruptcy Center, LLC's Privacy Policy. Bankruptcy Center, LLC reserves the right to impose limits on users' use of the eSign Service to prevent abusive or unreasonably burdensome use of the Service.

### **Authentication**

You agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract signed using the eSign Service. Bankruptcy Center, LLC does not authenticate users' signatures or identities when using the eSign Service.

**Minimum Age.** To use the eSign Service, you must be the legal age of majority or otherwise able to form a binding contract under applicable laws and regulations.

**Compliance with Electronic Signature Laws.** You acknowledge and agree that you have exclusive control and responsibility for the content of documents signed using the eSign Service. Some jurisdictions have rules prohibiting or limiting the use of electronic signatures in certain types of documents (e.g., estate planning laws, family planning laws, consumer protection laws, government contracting rules, etc.). Further, some jurisdictions outside the United States and European Union have not passed laws authorizing the use of electronic signatures. You agree that you (and not Bankruptcy Center, LLC) are solely responsible for determining whether your particular use of the eSign Service complies with the applicable laws of your jurisdiction. Bankruptcy Center, LLC has no duty to monitor the contents or ensure the legality of documents signed using the eSign Service.

**Retention Requirements.** By using the eSign Service, you agree that you are solely responsible for complying with all applicable document retention laws and regulations pertaining to your electronically signed documents. Bankruptcy Center, LLC has no obligation to determine how long any electronically signed documents are required to be retained under applicable laws and regulations.

**Security.** You are responsible for the security of documents that are emailed to you and other users of the eSign Service, downloaded from the eSign Service or transferred to another system by API or other integration with the eSign Service service.

### **ALL MATERIAL ON THIS SITE IS A LICENSE**

Subject to your compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Services as we intend for them to be used. As a registered Bankruptcy Center, LLC user, you are licensed to keep, for your own personal records, electronic or physical copies of documents you have created on Bankruptcy Center, LLC. You may not copy the content of Bankruptcy Center, LLC's forms or agreements for use or sale outside of Bankruptcy Center, LLC. Any rights not expressly granted in these Terms are reserved by Bankruptcy Center, LLC.

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## **INTELLECTUAL PROPERTY RIGHTS**

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- i. reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and services;
- ii. sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and services; or
- iii. circumvent or disable any security or technological features of our products and services.

The design, text, graphics and selection and arrangement thereof and services and the legal forms, documents, guidance and all other content found on our website ("Service Content") are copyright © Bankruptcy Center, LLC. All rights reserved.

## **NO WARRANTY.**

THE SITE, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BANKRUPTCY CENTER, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. INFORMATION AND OPINIONS RECEIVED VIA THE WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

BANKRUPTCY CENTER, LLC MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. BANKRUPTCY CENTER, LLC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

## **LIMITATION OF LIABILITY AND INDEMNIFICATION**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD BANKRUPTCY CENTER, LLC AND ITS AFFILIATES, SUPPLIERS, PARENTS, OR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ANY LEGAL THEORY, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF BANKRUPTCY CENTER, LLC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF BANKRUPTCY CENTER, LLC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

## **BINDING ARBITRATION AND CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department at **408-919-0088**. You can also email us at **info@cabankruptcycenter.com**

However, if Bankruptcy Center, LLC is not able to resolve a dispute with you after attempting to do so informally, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of JAMS Alternative Dispute Resolution ("JAMS"). JAMS will administer any such arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco (CA), or any other location as to which we may then mutually agree. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to Bankruptcy Center, LLC should be addressed to Bankruptcy Center, LLC 2930 Bowers Ave, Santa Clara, CA 95051. Any notice to you shall be sent to your address as set forth

in Bankruptcy Center, LLC records of account or such other legal address as Bankruptcy Center, LLC is able to identify.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Notwithstanding our agreement to arbitrate our disputes as provided above, the following exceptions will apply to the resolution of disputes between us:

- Either you or Bankruptcy Center, LLC may assert claims, if they qualify, in small claims court in San Jose, California or in any United States county where you live or work without first engaging in arbitration or the informal dispute-resolution process described above.
- Bankruptcy Center, LLC may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any unauthorized use or abuse of the Services without first engaging in arbitration or the informal dispute-resolution process described above.
- Bankruptcy Center, LLC may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above.
- In the event that the agreement to arbitrate provided herein is found to be inapplicable or unenforceable for any reason, then as a condition to your use of the Services we agree that any resulting judicial proceedings will be brought in the federal or state courts of San Jose, California, and by your use of the Services you expressly consent to venue and personal jurisdiction of the courts therein.

Bankruptcy Center, LLC may, in the future, make changes to these provisions regarding dispute resolution and arbitration by providing notice in accordance with the section of these Terms entitled "Modifications" below. You may reject any changes made during your Membership by sending us written notice. Such notice must be given within thirty (30) calendar days of the notice of modification to the following address: Bankruptcy Center, LLC 2930 Bowers Ave, Santa Clara, CA 95051.

**INITIAL**

**Inquiries**

BY USING BANKRUPTCY CENTER, LLC'S SERVICES OR ACCESSING THE BANKRUPTCY CENTER, LLC'S SITE OR APPLICATIONS, YOU ACKNOWLEDGE AND

ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO BANKRUPTCY CENTER, LLC VIA THE BANKRUPTCY CENTER, LLC SITE OR APPLICATIONS CONSTITUTES AN INQUIRY TO BANKRUPTCY CENTER, LLC, AND THAT BANKRUPTCY CENTER, LLC ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

### **Right to Refuse**

You acknowledge that Bankruptcy Center, LLC reserves the right to refuse service to anyone and to cancel user access at any time.

### **Waiver, Severability, and Assignment**

Bankruptcy Center, LLC's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Bankruptcy Center, LLC may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

### **Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

### **Controlling Law**

These Terms will be governed by California law except for its conflicts of laws principles.

### **Entire Agreement**

These Terms constitute the entire agreement between you and Bankruptcy Center, LLC with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

BY USING BANKRUPTCY CENTER, LLC'S SITE, RESOURCES, SERVICES OR ACCESSING THE BANKRUPTCY CENTER, LLC'S SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. BANKRUPTCY CENTER, LLC 2930 BOWERS AVE, SANTA CLARA, CA 95051.

**Acknowledgement:**

**SIGNATURE OF USER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

UPDATED: JUNE 10, 2020

# **Privacy Terms**

Protecting your private information is our priority. This Privacy Policy governs data collection and usage of the products, services, software, platform and websites (collectively, "Services") provided by Bankruptcy Center, LLC and its affiliates (collectively, "CABC"). By using the Services, you consent to the data practices described in this policy and our **Terms of Service**. If you do not agree to any part of this Privacy Policy, then you should stop accessing the Services.

## **COLLECTION OF YOUR PERSONAL INFORMATION**

Bankruptcy Center, LLC may collect personally identifiable information, such as your e-mail address, name, physical address, telephone number and IP address. If you purchase our Services, we collect and store your billing and credit card information. The information that we collect and store often depends on the type of Service that you use. For example, when you register with Bankruptcy Center, LLC, we collect and maintain your account information such as login name, password, email address and contact information. If you use our document preparation Services, we collect and store the information you enter in the course of generating or editing your document (which may vary depending on the type of document you are preparing), as well as your edited documents. If you use our business filings or registered agent Services, we collect and store the information you provide about your business entity or filing, such as the entity name, filing number, address, phone number, and in some cases, the names, addresses and contact information of registered agents, officers, directors, managers or owners of the entity. If you contact our customer service personnel, we may record the phone call or retain the email string or chat transcript for quality assurance purposes. If you use our eSign Services, we collect and store information about your name, email address, electronic signature and audit data and associate it with the documents you've signed using our eSign Services. If you CALL Bankruptcy Center, LLC, we collect and store your name, email address and information about the relevant jurisdiction and your legal matter or question for quality assurance purposes and to connect you with the right attorney (but we do not monitor or access any communications between you and your counsel that occur outside of our Services). Bankruptcy Center, LLC may also collect anonymous demographic information, which is not unique to you, such as your Postal Code, age, gender, preferences, interests and favorites. Bankruptcy Center, LLC will not delete customer information other than upon customer request. However, Bankruptcy Center, LLC reserves the right to delete customer information for members with a free account status at any time.

Information about your computer hardware and software may be automatically collected by Bankruptcy Center, LLC. This information can include: your IP address, browser type, domain names, access times, operating system, cookie information, referring website addresses, and Internet Service Provider. Bankruptcy Center, LLC also collects geolocation information based on visitors' IP addresses. This information is used by Bankruptcy Center, LLC for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Services. In order to better understand how users use its site and to improve its services, Bankruptcy Center, LLC may also collect information about your use of our Site, such as pages visited, links clicked, text entered, and mouse movements.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through the Services, this information may be collected and used by Bankruptcy Center, LLC. Bankruptcy Center, LLC encourages you to review the privacy statements of entities or services you access from our Service so that you can understand how those entities collect, use and share your information. Bankruptcy Center, LLC is not responsible for the privacy statements, privacy practices, or content on websites or services outside of those we operate.

### **YOUR PERSONAL INFORMATION IS NOT SOLD**

Bankruptcy Center, LLC collects and uses your personal information to operate and improve our Services and deliver the Services you have requested. Bankruptcy Center, LLC may also use your personal information to inform you of other products or services available from Bankruptcy Center, LLC and its affiliates that may interest you. Bankruptcy Center, LLC may also contact you to participate in surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Bankruptcy Center, LLC may share data with vendors or processors to help us perform statistical analysis, send you email or postal mail, perform tasks required to complete a purchase transaction, provide customer support, or provide other types of customer relationship management and fulfillment. Bankruptcy Center, LLC may also share information on your use of our Site, such as pages visited, links clicked, non-sensitive text entered, and mouse movements, with third party providers of web and application analytic services in order to enable Bankruptcy Center, LLC to understand site usage, detect fraud and potential threats and improve its Services. All such third parties are prohibited from using your personal information except to provide these Services, and they are obligated to maintain the confidentiality of your information, although in some cases those third parties are allowed to use aggregated and de-identified data for the improvement of their own services.



Additionally, if you access our Services through a third party, and in the course of doing so you provide information to them, the third party may retain and use the information you provide pursuant to their privacy policy. In such cases, the third party's use of your personal information is governed by their privacy policy and not the Bankruptcy Center, LLC privacy policy.

Bankruptcy Center, LLC uses tracking pixels and other technology to track the pages our customers visit within our websites. This data is used to understand our customers' needs, how customers use our Services, improve our Services and deliver customized content and recommendations to users whose behavior indicates that they are interested in a particular subject area. Please note that any "do not track" signals sent by your web browser or other mechanism have no effect on the collection of personally identifiable information by Bankruptcy Center, LLC. We use third parties such as Google Analytics for data collection and analytics to collect, process and store your site usage and browser information on our behalf when you use our Services. These parties are limited to using personal information to provide support for our Services.

Bankruptcy Center, LLC uses tracking to create remarketing audiences of users based on user behavior and visits to our website. Bankruptcy Center, LLC may also target these users with custom ads based on affinities/interests, geographic and demographic signals. Users can opt out of these advertising features by visiting [Facebook's ad page](#), [Google's opt-out page](#) or resources like the NAI consumer [opt-out page](#). Bankruptcy Center, LLC may use email addresses to target users with custom ads through third party advertising platforms. Bankruptcy Center, LLC shares customer information with third parties to perform services (advertising) on our behalf.

Bankruptcy Center, LLC may disclose personal information when we believe it is required to comply with the law (e.g., a lawful subpoena, warrant or court order); to enforce or apply this Privacy Policy or our other policies or agreements; to initiate, render, bill, and collect for amounts owed to us; to protect our or our users' rights, property or safety; to protect our users from fraudulent, abusive, or unlawful use of the Services; or if we believe that an emergency involving the danger of death or serious physical injury to any person requires or justifies disclosure of personal information.

Information about our customers, including personal information, may be disclosed as part of any merger, acquisition, debt financing, sale of company assets, as well as in the event of an insolvency, bankruptcy or receivership in which personal information could be transferred to third parties as one of Bankruptcy Center, LLC's business assets. In such an event, you may not have the right to opt out of any such transfer.

## **COOKIES USAGE**

Our website uses "cookies" to help personalize your online experience. A cookie is a text file that is placed on your device by a web server. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to allow you to be logged in to your account. If you register an account with CABC, a cookie helps us recall your specific information on subsequent visits. This simplifies the process of recalling your personal information, such as billing addresses, shipping addresses, and so on. When you return to our website, the information you previously provided can be retrieved, so you can easily use the features of our Service.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to log in to your account or fully experience the interactive features of the Services.

## **CA PRIVACY ACT**

Effective January 1, 2020, the California Consumer Privacy Act of 2018 (CCPA) afforded California residents (i) the right to request disclosure of data collection and sales practices in connection with the requesting consumer; (ii) the right to have the requesting consumer's information deleted, subject to certain exceptions; (iii) the right to request that their personal information not be sold to third parties, if applicable; and (iv) the right not to be discriminated against because they exercised any of the new rights.

California residents may submit a personal information or erasure request via email to **info@cabankruptcycenter.com**. CABC will need to collect information from the requesting party to verify their identity, and will respond within 45 days of receiving a personal information request (subject to an additional 45-day extension in certain circumstances).

Please be aware that such a request does not ensure complete or comprehensive removal of your content or information and that there may be circumstances in which the law does not require or allow removal even if requested. For example, if your personal information is contained in a document created by a CABC user, only that user can delete that document.

## **SAFE GUARD YOUR PERSONAL INFORMATION**

You are responsible for safeguarding and preventing unauthorized access to the user information and password that you use to access our Services. You agree not to disclose your password to any third party and you are responsible for any activity using your account, whether or not you

authorized that activity. Please immediately notify CABC of any unauthorized use of your account.

CABC uses industry standard security measures to secure your personal information from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. CABC regularly reviews its security measures to consider appropriate new technology and methods. Please be aware that, despite our efforts, no security measures are perfect or impenetrable. CABC retains your personal information for the length of time needed to fulfill the purposes outlined in this privacy policy unless a longer retention period is required or permitted by law.

### **RIGHT TO CHANGE TERMS**

CABC may change the provisions of this Privacy Policy at any time, and will always post the most up-to-date version on our website. We may provide notice by email to you at the last email address you provided us, by posting notice of such changes on our sites and applications, or by other means consistent with applicable law.

### **Acknowledgement**

BY USING BANKRUPTCY CENTER, LLC'S SITE, SERVICES OR ACCESSING THE BANKRUPTCY CENTER, LLC'S SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. BANKRUPTCY CENTER, LLC 2930 BOWERS AVE, SANTA CLARA, CA 95051.

**SIGNATURE OF USER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

UPDATED: JUNE 5, 2020