

Terms & Conditions Governing Your Use Of This Website

LAST UPDATED: September 1, 2018

IMPORTANT: PLEASE READ THIS TERMS & CONDITIONS AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE.

This website (“the Site”) is operated by The Law Office of Michael A. Villa PC (“the Firm”). By accessing and using the Site, you are agreeing to comply with and be bound by these Terms & Conditions which may from time to time be revised without notice to you. If you do not agree to these Terms & Conditions, you must not access or use the Site.

1. Grant of License. Conditioned on your acceptance of and compliance with these Terms & Conditions, you, the user/viewer of the Site, are granted a non-exclusive, personal, revocable and non-transferable license to access the Site and print out pages thereof for your personal, non-commercial use. You warrant you will not use the Site for any fraudulent or unlawful purpose, interfere with or disrupt the operation of the Site, transmit any virus, worm or other harmful code in connection with your use thereof, hack or deface the Site, interfere with any other user’s right to privacy or modify or adapt any part of the Site without the Firm’s express written consent. A breach of any of the Terms & Conditions governing your access and use of the Site will automatically terminate your license.

2. No Legal Advice. The information contained on the Site is for general informational purposes only to permit you to learn about the Firm and the services the Firm offers. It is not intended to and does constitute legal advice.

You should not act or refrain from acting based on any information contained on the Site without first obtaining the advice of a competent attorney licensed to practice in your particular jurisdiction.

3. No Attorney-Client Relationship. This Site is not an offer to represent you. It is for informational purposes only, not for the purpose of establishing an attorney-client relationship. The Firm has a policy of entering into attorney-client relationship with a client only after completing a conflict of interests check and executing a written Legal Services Agreement with the client that defines the scope of the representation and the specific services to be performed. Thus, your accessing the Site, receipt of information contained thereon, or transmission of electronic mail (“email”) to the Firm through the Site does not, and will not, constitute or create an attorney-client relationship between you and the Firm.

4. Confidentiality Issues. The Firm has a duty of loyalty to its present clients to avoid conflicts of interest. You may send the Firm an email requesting information about the Firm or legal services offered thereby. However, if you communicate with the Firm via email concerning a matter for which the Firm does not already represent you, no part of your communication will be protected by the attorney-client privilege or otherwise be treated as confidential and the Firm reserves the right to share any information received from you unless the Firm notifies you,

in writing, that: (1) a conflicts check has been completed; and (2) that the Firm is willing to accept confidential information from you. Therefore, until the Firm notifies you that it has no conflict of interest and it is interested in communicating with you about representing you, you should not send any information other than: (1) the general nature of the matter you are contacting the Firm about, for example, a boundary issue or a contract dispute; (2) the name of any other party who might also join you as a client of the firm in the same matter; and (3) the names of all potential adverse parties. You also acknowledge that email and the Internet in general are not secure communications media, and the Firm cannot guarantee that anything you send to it through the Site will not be intercepted by others for whom the email was not intended. You also agree to cease sending emails to the Firm upon the Firm's request.

5. Advertising. The hiring of an attorney is an important decision that should not be made based solely upon information obtained from the Site. The Firm maintains a single law office in Geyserville, County of Sonoma, State of California, and attorney Michael A. Villa is licensed and authorized to practice law only within the State of California. The Firm has made every effort to conform the contents of the Site with all legal and ethical standards and requirements of the State of California. The Site is not directed toward, nor does the Firm seek to represent, anyone in or from a state or jurisdiction outside California that may have different legal standards and requirements regarding website contents. The listing of the Firm's practice areas is not intended to indicate any professional or governmental certification. The State Bar of California has not certified attorney Michael A. Villa as a specialist in any area of the law.

6. Your Issues Are Unique. The Site contains descriptions of the Firm's experience and outcomes in certain prior matters. Each legal matter is comprised of unique facts and issues and the Firm's references to past cases are not intended to promise a particular outcome in your matter.

7. Firm Information. The Law Office of Michael A. Villa PC is a subchapter "S" corporation formed under the laws of the State of California, with its principal place of business being 100 School House Ln., Geyserville, California 95441, (707) 814-0051. The Firm's attorney responsible for the Site is Michael A. Villa.

8. Proprietary Rights. The Site and all text, images, screens, logos, graphics and marks contained therein are the property of The Law Office of Michael A. Villa PC and are protected under applicable copyright, trademark and other proprietary laws. All rights are reserved and any unauthorized use thereof is prohibited.

9. No Warranties. THE SITE IS PROVIDED TO YOU "AS IS" AND YOUR ACCESS AND USE THEREOF IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND RULES OF PROFESSIONAL RESPONSIBILITY, THE FIRM DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

10. Disclaimer of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND RULES OF PROFESSIONAL RESPONSIBILITY, THE FIRM DISCLAIMS LIABILITY FOR ANY LOST PROFITS, INCOME OR LOST DATA, AND FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE SITE, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR ITS CONTENTS IS TO STOP USING THE SITE.

11. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold the Firm and Michael A. Villa free and harmless from any and all claims, damages, losses, costs and expenses, including attorney's fees, arising from or related to your use of, or any activities in connection with your use of, the Site or any violation of these Terms & Conditions by you.

12. Misuse of the Site. The Firm reserves the right to investigate violations of this Agreement and to take any action it deems appropriate, including but not limited to reporting any suspected wrongful or unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email address, usage history, IP address and traffic information.

13. Use of Information/Privacy Policy. The Firm reserves the right, and you authorize it, to use all information concerning your use of the Site and all information provided by you in any manner consistent with our Privacy Policy. The Firm's Privacy Policy, which may from time to time be amended, is part of this Agreement. You may review the Firm's Privacy Policy on this website.

14. Governing Law/Forum Selection. Your Agreement to the herein described Terms & Conditions controlling your access and use of the Site shall be treated as if it were executed and performed in Geyserville, County of Sonoma, State of California, and shall be governed by and construed in conformity with the laws of the State of California without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction. By accessing and using the Site, you agree to submit any and all claims and disputes related thereto or arising therefrom solely and exclusively to the jurisdiction of the California Superior Court, County of Sonoma, located in Santa Rosa, California, and no other court.