

San Diego HI Terms and Conditions

About Us

Worldwide Expos with company address PO Box 83291, San Diego, CA 92138 together with any of our affiliate companies (hereafter referred to as "San Diego HI", "we", "us", or "our") provides an online platform ("Platform") where users ("Customers") can browse services available from a variety of professionals ("Professionals") (collectively, the Users) and Professionals can offer their services to Customers.

The Platform is accessible at FindTheRightAttorney.com and any other websites through which San Diego HI makes the Platform available (collectively, the "Site").

Please note that, San Diego HI is not a party to any agreement(s) entered into between the Users on the platform. San Diego HI has no control over the conduct of Users or services provided by the Professionals and disclaims all liability in this regard.

Your access and use of the Site and Platform constitutes your agreement to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Platform.

These Terms govern your access to and use of the Site and Platform and all Collective Content (defined below), and constitute a binding legal agreement between you and San Diego HI.

Please read these Terms and our Privacy Policy carefully, which are incorporated by reference into these Terms.

If you are not acting on a personal account and you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site and Platform in accordance with these Terms may subject you to civil and criminal penalties.

Definitions:

San Diego HI **Content** means all Content that San Diego HI makes available through the Site, or Platform, including any Content licensed from a third party, but excluding User Content.

Collective Content means User Content and San Diego HI Content.

Content means any and all text, graphics, images, music, software, audio, video, information or other materials.

Customer means a User who books a service via the Site.

Listing means a service that is listed by a Professional as available for purchase via the Platform.

Professional means a User who creates a Listing via the Platform.

User means a person who completes San Diego HI's account registration process, including Professionals and Customers, as described under "Account Registration" below.

User Content means all Content that a User posts, uploads, publishes, submits or transmits to be made available through the Site or Platform.

Tax or Taxes mean all direct and indirect taxes. Certain areas of the Site and Platform (and your access to or use of certain aspects of the Platform or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Platform, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Platform, or Collective Content.

Modification

San Diego HI reserves the right, at its sole discretion, to modify the Site or Platform or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification.

By continuing to access or use the Site or Platform after we have posted a modification on the Site, you are confirming that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Platform.

Eligibility

The Site and Platform are intended solely for persons who are 18 or older or by entities incorporated. Any access to or use of the Site or Platform by anyone under 18 is expressly prohibited. By accessing or using the Site or Platform you represent and warrant that you are 18 or older.

How the Site and Platform Work

The Site is used to facilitate the Listings of Professionals. You may view Listings as an unregistered visitor to the Site and Platform; however, if you wish to book a service or create a Listing, you must first register to create a San Diego HI Account (defined below).

San Diego HI's responsibilities are limited to: (i) facilitating the availability of the Site and Platform and (ii) serving as the limited agent of each Professional for the purpose of accepting payments from Customers on behalf of the Professional.

Please note that the Site and Platform are intended to be used to facilitate the booking of services.

San Diego HI cannot and does not control the Content contained in any Listings and the condition, legality or suitability of any services provided by the Professionals. San Diego HI is not responsible for and disclaims any and all liability related to any and all Listings and services. Accordingly, any bookings will be made at the Customer's own risk.

Account Registration

In order to access certain features of the Site and Platform, and to book a service or create a Listing, you must register to create an account ("San Diego HI Account") and become a User of the Platform. You may register to join the Platform directly via the Site.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. San Diego HI reserves the right to suspend or terminate your San Diego HI Account and your access to the Site and Platform if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password and agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your San Diego HI Account, whether or not you have authorised such activities or actions. You will immediately notify San Diego HI of any unauthorised use of your San Diego HI Account.

No Endorsement

San Diego HI does not endorse any Professional or any services on the Platform. Although these Terms require Users to provide accurate information, we do not attempt to confirm, and do not confirm, any user's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Site and Platform. San Diego HI is not responsible for any damage or harm resulting from your interactions with other Users.

By using the Site or Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular Users or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from San Diego HI with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Users on the Site and Platform regarding any bookings or Listings.

Bookings and Financial Terms for Customers

The Professionals shall be solely responsible for honouring any bookings and making available any services ordered through the Site and Platform. As a Customer, you acknowledge and agree that you, and not San Diego HI, will be solely responsible for performing the obligations of any such agreements, that San Diego HI is not a party to such agreements, and that, with the exception of its payment obligations hereunder, San Diego HI disclaims all liability arising from or related to any such agreements.

You acknowledge and agree that, notwithstanding the fact that San Diego HI is not a party to the agreement between you and the Professional, San Diego HI acts as the Professional's payment agent for the limited purpose of accepting payments from you on behalf of the Professional.

Upon your payment of amounts to San Diego HI which are due to the Professional, your payment obligation to the Professional for such amounts is extinguished, and San Diego HI is responsible for remitting such amounts, to the Professional.

Any booking will specify the total fees. You agree to pay San Diego HI for the total fees for any order requested in connection with your San Diego HI Account if such requested bookings are confirmed

by the applicable Professional.

Once San Diego HI receives confirmation of your order from the applicable Professional, San Diego HI will collect the total fees in accordance with the terms and conditions of these Terms and the pricing terms set forth in the applicable Listing. Please note that San Diego HI cannot control any fees that may be charged to a Customer by his or her bank related to San Diego HI's collection of the total fees, and San Diego HI disclaims all liability in this regard.

In connection with your order, you will be asked to provide customary billing information such as name, billing address, and credit card information either to San Diego HI or its third party payment processor.

You agree to pay San Diego HI for any confirmed order made in connection with your San Diego HI Account in accordance with these Terms by one of the methods described on the Site or Application.

You hereby authorise the collection of such amounts by charging the card provided as part of the order, either directly by San Diego HI or indirectly, via a third party online payment processor or by one of the payment methods described on the Site or Application.

If you are directed to San Diego HI's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

Once your confirmed booking transaction is complete you will receive a confirmation email summarising your confirmed booking.

Cancellations and Refunds

If a Professional is unable to complete the order for the services for any reason, the Professional must inform the Customer of this and cancel the order on the Platform. If you have already paid for the order, we will refund you the full amount as soon as possible.

Once you, as Customer, have submitted your order and your payment has been authorised as per above, you will not be entitled to change or cancel your order in any way, nor will you be entitled to a refund of any kind.

User Conduct

In connection with your use of our Site and Platform, you may not and you agree that you will not:

- violate any local or other law or regulation, or any order of a court;
- use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Platform or Content;
- use the Site or Platform for any commercial or other purposes that are not expressly permitted by these Terms;

- copy, store or otherwise access any information contained on the Site, Platform or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including but not limited to, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site or Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site or Platform to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site or Platform in connection with the distribution of unsolicited commercial email ("spam");
- "stalk" or otherwise harass in any way any other user of our Site, or Platform or collect or store any personally identifiable information about any other user other than for purposes of transacting as a San Diego HI Customer or Professional;
- register for more than one San Diego HI Account or register for a San Diego HI Account on behalf of an individual other than yourself;
- when acting as a Customer or otherwise, recruit or otherwise solicit any Professional or other User to perform services outside these Terms or join third party services or websites that are competitive to San Diego HI;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site or Platform;
- use the Site and Platform to find a Professional or Customer and then complete an order of a transaction independent of the Site or Platform in order to circumvent the obligation to pay any Service Fees related to San Diego HI's provision of the Platform;
- or post, upload, publish, submit or transmit any Content that:
 - infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - is fraudulent, false, misleading or deceptive;
 - is defamatory, obscene, pornographic, vulgar or offensive;
 - promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

- is violent or threatening or promotes violence or actions that are threatening to any other person; or
- promotes illegal or harmful activities or substances.
- systematically retrieve data or other content from our Site or Platform to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site or Application, or any individual element within the Site, Platform, or Application, San Diego HI's name, any San Diego HI trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without San Diego HI's express written consent;
- access, tamper with, or use non-public areas of the Site or Application, San Diego HI's computer systems, or the technical delivery systems of San Diego HI's providers;
- attempt to probe, scan, or test the vulnerability of any San Diego HI system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by San Diego HI or any of San Diego HI's providers or any other third party (including another user) to protect the Site, Platform, Application or Collective Content;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Platform, Application or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

San Diego HI has no obligation to monitor your access to or use of the Site, Platform or Collective Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Site and Platform, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

San Diego HI reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that San Diego HI, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Platform.

Privacy

See San Diego HI's Privacy concerning San Diego HI's collection and use of your personal information.

Ownership

The Site, Platform, and Collective Content are protected by copyright, trademark, and other laws of California and foreign countries. You acknowledge and agree that the Site, Platform and Collective Content, including all associated intellectual property rights is the exclusive property of San Diego HI and its licensors.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Platform, or Collective Content.

San Diego HI Content and User Content License

Subject to your compliance with the terms and conditions of these Terms, San Diego HI grants you a limited, non-exclusive, non-transferable license, to (i) access and view any San Diego HI Content solely for your personal and non-commercial purposes and (ii) access and view any User Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Platform, or Collective Content, except as expressly permitted in these Terms.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by San Diego HI or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content

We may, at our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Site and Platform, you hereby grant to San Diego HI a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, or by means of the Site and Platform.

San Diego HI does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site and Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site and Platform or you have all rights, licenses, consents and releases that are necessary to grant to San Diego HI the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or San Diego HI's use of the User Content (or any portion thereof) on, through or by means of the Site and the Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site and Platform may contain links to third-party websites or resources. You acknowledge and agree that San Diego HI is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by San Diego HI of such websites or resources or the content, products, or services available from such websites or

resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Intellectual Property

All trademarks, service marks, logos, trade names and any other proprietary designations of San Diego HI used herein are trade marks or registered trade marks of San Diego HI. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

San Diego HI respects copyright law and expects its users to do the same. It is San Diego HI's policy to terminate in appropriate circumstances the San Diego HI Accounts of Users or other account holders who infringe or are believed to be infringing the rights of copyright holders.

Termination and San Diego HI Account Cancellation

We may, at our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Site and Platform, and (b) deactivate or cancel your San Diego HI Account.

Upon termination we will promptly pay you any amounts we reasonably determine we owe you in our discretion, which we are legally obligated to pay you, but may set-off such amounts against any costs or expenses incurred by San Diego HI in the event of a breach of these Terms.

In the event San Diego HI terminates these Terms, or your access to our Site and Platform or deactivates or cancels your San Diego HI Account you will remain liable for all amounts due hereunder.

Limitation of Liability

You acknowledge and agree that, to the extent permitted by law, the entire risk arising out of your access to and use of the Site, Platform and Collective Content, your listing or booking from any listing via the Site and Platform and any contact you have with other users of San Diego HI remains with you.

Neither San Diego HI nor any other party involved in creating, producing, or delivering the Site, Platform or Collective Content will be held liable for any loss or damage arising in any way from your use of the Site, Platform or Collective Content.

Indemnity

You agree to release, defend, indemnify, and hold San Diego HI and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Platform, or Collective Content or your violation of these Terms; (b) your User Content; and (c) your (i) interaction with any User, (ii) booking of a Professional or (iii) use of the Platform, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking

Reporting Misconduct

If as a Customer, you hire an Professional who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to San Diego HI by contacting us with your police station and report number at info@expoclient.com provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without San Diego HI's prior written consent. San Diego HI may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by San Diego HI (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of California. You and we agree to submit to the exclusive jurisdiction of the courts of California for all disputes arising from the use of the Site or Application.

General

The failure of San Diego HI to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of San Diego HI. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be severed and the remaining provisions shall remain in effect.

Contacting San Diego HI

If you have any questions about these Terms, please contact San Diego HI at info@expoclient.com.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between San Diego HI and you regarding the Site, Platform, Collective Content and any bookings or Listings of Platform

made via the Site and Platform, and these Terms supersede and replace any and all prior oral or written understandings or agreements between San Diego HI and you regarding bookings or listings of Platform, the Site, Platform and Collective Content.

Disclaimers

If you choose to use the Site, and Platform, you do so at your sole risk. You acknowledge and agree that San Diego HI does not have an obligation to conduct background checks on any member, including, but not limited to, Customers and Professionals, but may conduct such background checks in its sole discretion. The Site, Platform, and Collective Content are provided on an “as is” basis, without warranty of any kind, either express or implied besides those implied at law.

San Diego HI does not itself provide any medical, legal or other professional service but merely provides the platform which enables you to access services from a third party Professional.

San Diego HI has no responsibility for and no liability whatsoever in respect of the conduct of an appointment by the Professional, reviewing or fulfilment of any request for services or quality of service provided by a Professional. If your matter is urgent, including if you have a medical emergency, you should seek urgent medical or hospital attention.

San Diego HI does not guarantee that a service from our Platform is the appropriate course of treatment for your particular health care problem or the appropriate next step to your issue.

San Diego HI makes no warranty that the Site, Platform, Collective Content, including, but not limited to, the Listings, will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

San Diego HI makes no warranty regarding the quality of any Listings, the Platform or Collective Content or the accuracy, timeliness, truthfulness, completeness or reliability of any Collective Content obtained through the Site, or Platform.

No advice or information, whether oral or written, obtained from San Diego HI or through the Site, Platform or Collective Content, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users of the Site or Platform and with other persons with whom you communicate or interact as a result of your use of the Site or Platform, including, but not limited to, any Professionals or Customers. You understand that San Diego HI does not make any attempt to verify the statements of users of the Site or Platform or to review Listings. San Diego HI makes no representations or warranties as to the conduct of users of the Site or Platform or their compatibility with any current or future users of the Site or Platform. You agree to take reasonable precautions in all communications and interactions with other users of the Site or Platform and with other persons with whom you communicate or interact as a result of your use of the Site or Platform, including, but not limited to, Customers and Professionals.

We do not guarantee that our Site will be secure or free from errors, bugs or viruses and we exclude all liability in relation to these matters.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.