TERMS OF USE

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These Terms constitute a legally binding agreement between you (the "User") and PAG Castillo PLLC ("PAGC", "we," "us," "our"), the owner and operator of pagcastillo.com (the "Website"). They apply to all visitors, users, and others who access or use our website and services (collectively referred to as "Services").

Please read these Terms carefully. If you do not agree with any part of these Terms, you should not use our Services. By continuing to use the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms.

We reserve the right to modify these Terms at any time. Any changes will be posted on this page, and the "Last Updated" date at the top will be revised. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms. We encourage you to review this page periodically to stay informed about our Terms.

By accessing and using pagcastillo.com, you agree to be bound by these Terms, as well as our Privacy Policy and any other policies referenced herein.

- 1. User Responsibilities. As a user of our website and services, you agree to use the Website in a manner consistent with any and all applicable laws and regulations. You acknowledge and agree that you are responsible for maintaining the confidentiality of any passwords associated with any account you use to access our Services and for all activities that occur under your account. You agree to immediately notify PAGC of any unauthorized use of your account or any other breach of security. You also agree to provide true, accurate, current, and complete information about yourself as prompted by our registration forms. You understand that providing false, inaccurate, or incomplete information may result in the termination of your account and access to our Services.
- 2. Appointment Scheduling. Users may be able to schedule appointments through the Website. When scheduling an appointment, you agree to provide accurate and complete information. You acknowledge that PAGC may cancel or reschedule appointments due to unforeseen circumstances or conflicts of interest. PAGC will make reasonable efforts to notify you in advance of any such changes. You also agree to provide at least 24 hours' notice if you need to cancel or reschedule your appointment. Failure to do so may result in a cancellation fee.

- 3. Privacy Policy. PAGC respects your privacy and is committed to protecting your personal information. Our Privacy Policy, which can be accessed at pagcastillo.com, describes how we collect, use, and disclose your information. By using our Services, you consent to the collection and use of your information as outlined in our Privacy Policy. If you have any questions about our privacy practices, please contact us at contact@pagcastillo.com.
- **4. Intellectual Property.** All content on the Website, including but not limited to text, graphics, logos, images, and software, is the property of PAGC or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website without the express written permission of PAGC. Any unauthorized use of the Website or its content is strictly prohibited and may result in termination of your access to the Services and legal action.

5. Disclaimers.

- a. No Warranties. The information provided on this Website is for general informational purposes only. PAGC makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. PAGC disclaims all liability for any loss or damage arising out of the use of, or reliance on, this Website or its content.
- b. No Attorney-Client Relationship Created by Use of this Website. Neither your receipt of information from this Website, nor your use of this Website to contact PAGC creates an attorney-client relationship. PAGC does not accept a new client without first investigating for possible conflicts of interests and obtaining a signed engagement letter. Accordingly, you should not use this Website to provide confidential information.
- c. No Legal Advice Intended. This Website includes information about legal issues and legal developments. Such materials are for informational purposes only and may not reflect the most current legal developments. These informational materials are not intended, and should not be taken, as legal advice on any particular set of facts or circumstances. You should contact PAGC directly for advice on specific legal problems.
- d. **Attorney Advertising.** This Website may constitute attorney advertising. The practice summaries and attorney biography on this Website may describe results obtained in matters handled for the PAGC's clients. These descriptions are meant only to provide information about the activities and experience of PAGC. They are not intended as a guarantee that the same or similar results can be obtained in every matter undertaken; and you should not assume that a similar result can be

- obtained in a legal matter of interest to you. The outcome of a particular matter can depend on a variety of factors—including the specific factual and legal circumstances, the ability of opposing counsel, and, often, unexpected developments beyond the control of any client or attorney.
- e. Authorized Practice of Law. Attorneys at PAGC are licensed to practice law in the State of New York and PAGC expressly disclaims all liability in respect to actions taken or note taken based on any or all contents on this Website. The ability of PAGC to engage in any activities on behalf of a client outside that attorney's states of licensure is subject to state statutes and professional codes and court rules. PAGC does not seek, and this Website is not intended to solicit, legal employment outside of states of licensure that would constitute the unauthorized practice of law.
- **6.** Confidentiality & Conflicts: PAGC will keep confidential all information it receives on any matter in accordance with PAGC's usual procedures. We will not disclose any information to another person unless we have your consent, or: (i) the information is already in the public domain; (ii) the information becomes available on a nonconfidential basis through a third-party source; (iii) it is required by applicable laws, regulations, court, or an administrative order; or (iv) it is disclosed to other professional advisers third parties for the purpose of supporting our work for you. If we hold other confidential information relating to other clients and owe a duty of confidentiality in respect to that information, we will not be able to disclose it to you or make use of it for your benefit. Subject to applicable laws and regulations, you agree that notwithstanding this engagement or our relationship with you, PAGC is free to represent either existing or future clients in matters which are or may be indirectly adverse to you and your interests. If any such representation constitutes a conflict of interest under the ethical rules of New York or other U.S. jurisdictions, you waive and consent in advance to any such conflict. We will process any personal data that is transferred or otherwise obtained in the course of our business relationship with you in accordance with applicable laws.
- 7. Termination. PAGC is committed to providing you with the highest quality of service. If you have any concerns or complaints about any of the services provided to you or about the bill rendered for services, we would be happy to discuss them with you directly to resolve any issues as soon as possible. You may terminate this representation at any time with or without cause by notification in writing of your desire to do so. Upon receipt of the notice to terminate representation, all legal work on your behalf will cease immediately. You will be responsible for paying all legal fees and expenses incurred on your behalf in this matter on and before the date written notice of termination was received. All services completed up to the time of termination will be provided to you upon receiving the legal fees.
- **8.** Client Testimonial Release. PAGC often requests clients to provide testimonials on our legal services. We also highlight our clients' accomplishments on our social media platforms for the purpose of marketing and advertising. As a client, you hereby consent to the use and display of any testimonial you provide, and/or the use and display of your

- name, image, video, or other information. If you would like certain information removed from in whole or in part from our Website or social media platforms, please contact us directly.
- 9. Limitation of Liability. To the fullest extent permitted by law, PAGC shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from: (i) the use or the inability to use the Website or Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Website; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Website; or (v) any other matter relating to the Website or Services.
- **10. Indemnification.** You agree to indemnify, defend, and hold harmless PAGC, its affiliates, officers, directors, employees, agents, and third parties from and against any claims, losses, liabilities, demands, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of or inability to use the Website or Services, your violation of any terms of this agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations.
- 11. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in New York, NY, for the resolution of any disputes arising out of or related to these Terms or your use of the Website or Services.
- **12. Dispute Resolution.** Any disputes arising out of or relating to these Terms, the Website, or the Services shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in New York, NY, and judgment on the arbitration award may be entered into any court having jurisdiction. You agree that any claim or cause of action arising out of or related to the use of the Website or Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- **13. Updates:** These Terms are subject to change. Once a change to these Terms occurs, they will be published on this webpage. Your continued use of the Website or Services after any such changes constitutes your acceptance of the new Terms.