



HearingDate

Terms and Conditions

Last updated: May 9, 2023

Agreement between the user and Hearingdate.app

To use the Hearingdate.app website (the "Site"), it is offered to you on the condition that you accept the terms, conditions, and notices presented in this document (the "Terms"), without modifications. By using Hearingdate.app, you accept these Terms in their entirety. It is important that you carefully review these terms and keep a copy of them for your future reference.

Electronic Communications

Visiting Hearingdate.app, or sending emails to Hearingdate.app, using the app, constitutes electronic communication. You agree to receive electronic communications and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, by email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, mobile, tablet, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or transfer your account to any other person or entity. You acknowledge that Hearingdate.app is not responsible for third party access to your account that results from theft or misappropriation of your



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account. Hearingdate.app and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion.

Hearingdate.app If you are under 18, you may use Hearingdate.app only with permission from a parent or guardian.

Links to Third Party Sites/Third Party Services

Hearingdate.app may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Hearingdate.app, and Hearingdate.app is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Hearingdate.app provides these links for your convenience only, and the inclusion of any link does not imply endorsement by Hearingdate.app of the site nor any association with its operators.

Certain services made available through Hearingdate.app are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the Hearingdate.app domain, you acknowledge and consent that Hearingdate.app may share such information and data with any third party with whom Hearingdate.app has a contractual relationship to provide the requested product, service or functionality on behalf of Hearingdate.app users and customers.

Hearingdate.app Does Not Provide Legal Advice

Neither the Services nor anything provided by Hearingdate.app are a substitute for the advice of a competent attorney. The Services may include access to certain information related to immigration law ("Immigration Information"), including legal forms, checklists, blog articles, forum posts, and other documents. Immigration



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Information, if provided within the Services, is not legal advice and should not be relied upon as legal advice. Hearingdate.app cannot guarantee that all the information, forms, or documents provided through the Services are current or correct.

The use of Hearingdate.app does not create or constitute an attorney-client relationship between you and Hearingdate.app. The use of the Services is intended solely for general informational purposes and you should not rely on such information as a substitute for legal services, provided by a Licensed Attorney practicing in your jurisdiction, considering your specific circumstances and legal obligations and requirements. All fee arrangements between you and an Attorney must be negotiated directly between you and said Attorney.

Attorneys may establish profiles on Hearingdate.app. These profiles are advertisements. It is your responsibility to do your own research. The Attorney Profiles. Hearingdate.app disclaims any liability for the information of Attorney Profiles, as well as for the information from the linked websites from such profiles.

Hearingdate.app expressly disclaims any representation, warranty, or guarantee of any kind with respect to the quality or outcome of the Legal Services to be provided by any Attorney. Hearingdate.app is not an attorney referral service nor a pre-paid legal services plan. Hearingdate.app does not endorse any attorney who may appear on the website, and inclusion in such a list does not imply that it is appropriate to hire such an attorney. You should consider carefully the knowledge and experience of an attorney before hiring legal services.

No Unlawful or Prohibited Use/Intellectual Property



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You are granted a non-exclusive, non-transferable, revocable license to access and use Hearingdate.app strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Hearingdate.app that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of Hearingdate.app, or the services it provides (the "Service"), such as text, graphics, logos, images, as well as its compilation, and any software used on the Site, is the property of Hearingdate.app or its suppliers and protected by intellectual property law. You agree to observe and comply with all copyright and other proprietary notices, legends, or other restrictions contained in such content and will not make any changes to it.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The content of Hearingdate.app is not intended for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Hearingdate.app and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied.

Use of Communication Services.



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You agree to use Hearingdate.app's online consultation services "only to receive messages and material that are appropriate and related to your court status responses.

By way of example, and not as a limitation, you agree that when using Hearingdate.app, you will not: defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information; advertise or offer to sell or buy any goods or services for any commercial purpose other than providing immigration law services; conduct or forward surveys, contests, pyramid schemes, or chain letters; collect or harvest information about others, including email addresses, without their consent; violate any applicable laws or regulations.

Hearingdate.app has no obligation to monitor your use, however it reserves the right to terminate your access at any time without prior notice for any reason.

HearingDate.app reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, at Hearingdate.app's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in Hearingdate.app.

Third-Party Accounts

You may be able to connect your Hearingdate.app account to third-party accounts, such as the attorney leading your case and wishing to use Hearingdate.app's



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services. By connecting your Hearingdate.app account to your third-party account, you acknowledge and agree that you consent to the ongoing disclosure of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not wish your information to be shared in this way, do not use this feature.

International Users

The Service is controlled, operated, and administered by Hearingdate.app from our offices within the U.S. If you access the Service from a location outside the U.S., you are responsible for compliance with all local laws. You agree that you will not use the Hearingdate.app content accessed through Hearingdate.app in any country or in any manner prohibited by applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless Hearingdate.app, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Hearingdate.app reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hearingdate.app in asserting any available defenses.

Arbitration



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In the event that the parties are unable to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions thereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The Arbitrator shall determine the entire dispute, including the scope and applicability of this arbitration provision. This arbitration provision shall survive the termination of these Terms and Conditions. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The Arbitrator shall determine the entire dispute, including the scope and applicability of this arbitration provision.

Class Action Waiver



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Any arbitration under these Terms and Conditions will be conducted on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and the Employer agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or collective proceeding.

Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Hearingdate.app AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

Hearingdate.app AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

BORDERWISE, INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION,



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SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Hearingdate.app reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California, and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hearingdate.app as a result of this agreement or use of the Site. Performance of this agreement by Hearingdate.app is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Hearingdate.app's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Hearingdate.app with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law



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including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Hearingdate.app with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Hearingdate.app with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English and Spanish.

Refunds

You may cancel your Hearingdate.app account at any time. We are sorry, but due to the nature of our product, we do not offer refunds.

User Billing

Hearingdate.app charges a fee per user. You agree that you will not share login credentials with other users.

Changes to Terms



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Hearingdate.app reserves the right, in its sole discretion, to change the Terms under which it is offered. The most current version of the Terms will supersede all previous versions. Hearingdate.app encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Hearingdate.app welcomes your questions or comments regarding the Terms at support@hearingdate.app

Effective as of May 9, 2023