# **Terms & Conditions**

These terms and conditions are effective as of and were last updated on November 11, 2018.

# 1.General

These Terms and Conditions ("Terms") represent the entire agreement between Citizenship Selfie ("Citizenship Selfie" or "we" or "us" or "our"), an entity of Gehi Citizenship Law Group LLC and eachvisitor ("you" or "your").

If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the invalid provisions will be replaced by a valid, enforceable provision that matches the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

Citizenship Selfie offers its products, apps, and services (collectively, the "Services") to you conditioned upon your acceptance of all the terms and conditions contained in these Terms. By accessing the Website and using the Services offered herein in any way, you are agreeing to comply with and be bound by these Terms.

Should you object to any of these Terms or become dissatisfied with the Website or Services offered by Citizenship Selfie in any way, you should immediately discontinue use of the Website. These Terms will remain in full force and effect as long as you are a user of the Website and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties, and limitations of liability.

# BY USING THE WEBSITE AND AGREEING TO THESE TERMS, YOU HEREBY CONFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

It is your responsibility to read these Terms and keep up to date with any changes that are made. Your use of the Website is subject to the Terms as updated. Please refer to the following section on Notification of Changes for more information.

# 2.1 Limitation of Liability and Disclaimers

Citizenship Selfie is not responsible for any liability or damage related to your use of Citizenship Selfie's products, including as a result of any errors or omissions contained within Citizenship Selfie's Services. We do not guarantee the success of any legal matter. Your use of Citizenship Selfie's Services is at your own choosing and at your own risk. Citizenship Selfie does not guarantee that our Services are suitable, reliable, available, timely, or accurate for your individual need.

TO THE FULLEST EXTENT PERMITTED BY LAW, CITIZENSHIP SELFIE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, INTENT, USEFULNESS, APPROPRIATENESS OR EFFICACY OF THE WEBSITE OR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CITIZENSHIP SELFIE IS NOT, AND WILL NOT BE, LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT, THE WEBSITE AND THE SERVICES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES, SUCH AS, BY WAY OF EXAMPLE ONLY, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITIES, LOSS OF REPUTATION, LOSS OF DATA OR INTERRUPTION OF BUSINESS. THAT SAID, UNDER NO CIRCUMSTANCES SHALL THE MAXIMUM AGGREGATE LIABILITY OF CITIZENSHIP SELFIE AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE WEBSITE AND THE SERVICES EXCEED \$50.

THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF CITIZENSHIP SELFIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### 2.2 General Disclaimer

Citizenship Selfie is owned by Gehi Legal Service, PC. a profession corporation headquartered and incorporated in New York, and is affiliated with Gehi & Associates, an immigration law firm in the New York area owned by Naresh Gehi, Esq.

Citizenship Selfie is a platform that provides self-help services to users at their direction.

The online directory of participating immigration attorneys on this website is for informational purposes only and is provided free of charge to the public. You may wish to contact them directly to obtain information regarding possible representation and legal fees. If you independently retain one of the lawyers, you will be responsible to pay legal fees for the representation directly to them. Citizenship Selfie is not a lawyer referral service and does not endorse or recommend any attorney nor does it vouch for the qualifications, competency or credentials of any attorney on the list. Citizenship Selfie does not vet the qualifications of the participating lawyers. Citizenship Selfie's

selection of a participating lawyer is not based on an analysis of the potential client's legal problem, but rather is the result of a neutral process that involves no evaluative judgment of the quality of the selected lawyer's work. When a lawyer is chosen by Citizenship Selfie, it does not imply that the selected lawyer is the "best" or "right" lawyer for the potential client's needs or that the lawyer is otherwise preferred over other lawyers. The potential client is responsible for evaluating the quality, competency and suitability of any attorneys they communicate with regarding their individual legal needs. Lawyers participating on Citizenship Selfie's directory are required to pay a fee.

#### 2.3 Pricing

Prices posted on Citizenship Selfie are payable to us for your use of our Services. Additional processing and filing fees, if any, ("Government Fees") are payable either to the U.S. Citizenship and Immigration Services (formerly known as the INS) ("USCIS") or to the U.S. Department of State. These additional Governmental Fees are not included in the prices for the Services posted on Citizen

#### 2.4 Renewal

Citizenship Selfie subscriptions are valid for one (1) year. You must notify Citizenship Selfie of your intention to cancel your subscription before the renewal date. Otherwise, your subscription will automatically renew.

#### 2.5 Refund Procedures

Citizenship Selfie will grant a partial refund within the first 30 days of your membership before you complete or print your application if you contact us as provided below. A usage fee applies to all purchase refunds and is 50% of your total payment. Your partial refund will be 50% of your payment. The usage fee consists of a one-time administrative and transactional fee. If you select an annual membership and pay the one-time fee, you may receive a partial refund for the remaining unused months if you contact us as provided below. In order to receive a refund, you must contact Citizenship Selfie directly at 1-844-836-7652.

You are not entitled to a refund due to technical problems on your computer, including but not limited to: printer malfunction, inability to install Adobe Acrobat Reader, and/or problems due to Internetconnectivity.

Unless specifically stated to the contrary herein, all refunds will be calculated based on the purchase price paid at the time of purchase. Refunds for credit and debit card transactions are issued within thirty (30) business days, however please be aware that it may take your bank up to five (5) additional business days for the credit transaction to post to your credit card or bank account.

Notwithstanding anything to the contrary herein, if you are a resident of the state of California, Illinois, Maryland, Michigan, Minnesota, New York, or Washington, you shall have the right to rescind the transaction for any reason, and receive a full refund, within either forty-eight (48) hours or two (2) business days of entering into the contract, "the effective date", for such Services, whichever is longer. Requests for refunds must be made prior to using Citizenship Selfie's proprietary software or using viewing its intellectual property (videos).

# **2.6 Termination Procedures**

Citizenship Selfie reserves the right to terminate your membership and your account, , with or without notice, if you violate any of these Terms or if you fail to pay or, if in Citizenship Selfie's sole discretion, you are misusing or interfering with the operation of the Website or the Services or if you are in any way violating law or committing an illegal act.

# 2.9 Intellectual Property Protection

You may not resell or attempt to commercially benefit from Citizenship Selfie's services without the express, written consent of Citizenship Selfie. All of Citizenship Selfie's Services are protected by the Copyright laws of the United States. None of the Services available through Citizenship Selfie's Website

may be redistributed, recreated or resold, in any format, without Citizenship Selfie's express written consent. Infringement upon the rights held by Gehi Legal Services and its associates may lead to civil or criminal charges. Gehi Legal services will prosecute any infringement to the maximum extent allowable

under the law.

#### 2.8 Privacy

Communications made between you and Citizenship Selfie, including the creation of your citizenship application and review by an attorney through Ask an Attorney, are confidential and will not be disclosed

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#### 2.10 Liquidated Damages and Remedies

Due to the difficulties in ascertaining monetary damages resulting from a breach, Gehi Legal Services may seek liquidated damages of \$500,000 for any in breach of contract related to intellectual property protections. Nothing in these terms nor in any retainer agreement signed by the user shall constitute a limitation on the availability of remedies.

# **3.DISPUTE RESOLUTION**

We agree to arbitrate any unresolved dispute only through binding arbitration, mediation, or small claims courts. You hereby waive your right to seek remedy within a court of general jurisdiction.

# **3.2 Arbitration Agreement**

The agreement to resolve all disputes and claims between us is intended to be broadly construed. This agreement includes, and is not limited to the following:

- 1. Claims arising out of any relationship between us. The relationship claimed can be based on any theory of law including contract, tort, fraud, statute, misrepresentation, or any other legal theory.
- 2. Claims that arose before any agreement was entered into.
- 3. Claims that are currently the subject of a class action case in which you are not a member.
- 4. Claims that may arise after termination of this agreement.

This arbitration agreement does not prevent federal, state, or local agencies from bringing claims and seeking relief from us on your behalf. You are not precluded from bringing issues to the attention of these agencies. This arbitration provision is intended to survive the termination of these Terms.

# **3.3 Arbitration Procedure**

The Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively known as the AAA Rules) will govern the arbitration. The arbitrator is bound by these Terms. The party who seeks to initiate the arbitration must send a written notice entitled, "Notice of Dispute," to the other party by certified mail. This Notice of Dispute shall be mailed to:

173-29 Jamaica Ave. First Floor. Jamaica, New York 11432. The Notice of Dispute shall describe the nature and basis of the claim as well as the specific relief sought. Settlement offers and their amounts should not be disclosed to the arbitrator until after the arbitrator determines the amount you or Citizenship Selfie is entitled to.

#### **3.4 Hearing Location**

Unless you and Citizenship Selfie agree otherwise, the hearings will be located in a place reasonably convenient to both parties. If you are seeking relief of \$10,000 or less, we agree that you may choose whether you would like telephone or in-person hearing. Otherwise, the type of hearing is governed by the AAA rules.

# 3.5 Waiver of Class Actions

You and Citizenship Selfie agree that each may bring claims against the other only in an individual capacity. You hereby waive your right to be named as a plaintiff or class member in any purported class action or class arbitration proceeding. Without express agreement from both parties, claims from different parties will not be consolidated. If this provision is determined to be unenforceable, then it is our agreement that this entire arbitration provision shall be null and void.

# 3.6 Changes

If Citizenship Selfie makes any changes to the arbitration provisions contained in this agreement (beyond a change to the notice address), during your membership, you may reject any changes within 30 calendar days of the change by notifying Citizenship Selfie in writing at 173-29 Jamaica Ave. First Floor. Jamaica, New York 11432. If such a rejection is made, the existing language of the provisions within these Terms will remain effective without change. All changes to the arbitration provisions in these Terms will be displayed here and effective as of the date stated at the top of this page. Please refer to the section below on Notification of Changes for more information.

# 3.7 Indemnity

You agree to defend, indemnify and hold harmless Citizenship Selfie, its affiliates, and its and their respective directors, officers, agents, service providers, attorneys, suppliers, employees, successors and assigns, from and against any liability, damages, harm, loss, costs and expenses, including without limitation reasonable attorneys' fees and court costs, arising out of or in connection with any claim, action, proceeding or demand made by any third party due to or arising out of your use of our Services and Website, your violation of these Terms your negligence, gross negligence or willful misconduct, or your violation of law or illegal act.

#### 3.8 Governing Law and Jurisdiction

These Terms are governed by and will be construed under the laws of the State of New York without reference to conflict of laws principles. Subject to the Dispute Resolution provision, above, all disputes arising out of or related to these Terms will be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York, and the parties agree and submit to the exclusive jurisdiction and venue of these courts.

#### 4.Ownership

#### 4.1 Website Content

This Website is owned and operated by Citizenship Selfie. All rights, title, and interest in and to the content and materials provided on this Website (excluding any Government forms that may be available via other sources), including but not limited to the design of the Website and all other content either written, graphic, or otherwise (including, but not limited to logos, purchased stock photography, text, icons, copyrights, and trademarks), collectively referred to as "Materials," are owned either by Citizenship Selfie or by third party authors, developers, or vendors. Except as otherwise expressly provided by us, none of the Materials may be copied, republished, reproduced, uploaded, downloaded, displayed, posted, distributed, or transmitted, in any way, including without limitation on any other Website or in a networked computer environment and claimed as not belonging to Citizenship Selfie. Nothing on this Website shall be construed to confer any license under any of Citizenship Selfie's intellectual property rights, whether by implication, estoppel, or otherwise. Any rights not expressly granted herein to you are hereby reserved by Citizenship Selfie.

# 4.2 Copyright

All website design, text, graphics, and the selection and arrangement thereof, are owned by the Company.© 2017 Citizenship Selfie. All rights to this website's creative design and selection, website interface, technical production, text are the property of Citizenship Selfie, in partnership with the original website designer & developer Prem. "Citizenship Selfie", ".com", the Company's logo, slogan, images, and text, are the exclusive property of Citizenship Selfie and as such cannot be copied, reproduced, applied or used outside of the customer's individual citizenship application without our explicit written permission. All other trademarks, product names and company names or logos cited herein or on the Website are the property of their respective owners.

# **5.User Acknowledgments**

By using the Website, you agree to the following:

- 1. Citizenship Selfie does not represent you in any legal matter;
- You have been informed and are fully aware of all of the costs of all Services offered by Citizenship Selfie;
- 3. No governmental entity or authority has evaluated or approved Citizenship Selfie's knowledge or experience, or the quality of our Services; and, as such
- 4. You are completely liable for your application for citizenship and all materials you may submit to the government, and any all government problems that may arise in connection

therewith, including but not limited to any errors or wrongfully provided information in your forms.

# **NOTIFICATION OF CHANGES**

We may update these Terms at any time, and we will always post the most up-to-date version on our Website. If we determine, in our sole discretion, that a modification to these Terms and Conditions materially affects your rights, we may, but are not obligated to, notify you by sending a message to the email address you indicated in your account. Please note that each time you use the Website, the current version of these Terms will apply. The date of the latest iteration of the Terms is set forth at the top of this page.

Your use of Citizenship Selfie's Services after any updates to these Terms will constitute acceptance of the updated Terms. Citizenship Selfie may promote a special offer on its Website or via email or anyother place of its choice. If there is a conflict between the terms and conditions contained in this statement and any terms of the special offer, the terms of the special offer shall be controlling.