

Terms of Use
As of November 19, 2020

1. Website Use

THIS WEBSITE (including the website “langoncolombia.com” and any associated social media accounts) IS INTENDED SOLELY FOR THE USE OF INDIVIDUALS WHO ARE FLUENT IN ENGLISH. IF YOU ARE NOT FLUENT IN ENGLISH PLEASE DISCONTINUE YOUR USE OF THE WEBSITE. IF YOU DO NOT UNDERSTAND THIS AGREEMENT YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

Website means the website “langoncolombia.com” and any associated social media accounts including, but not limited to YouTube, Facebook, Instagram, and Twitter.

ESTE SITIO WEB ES PARA EL USO EXCLUSIVO DE PERSONAS QUE TIENEN UN MANEJO FLUIDO DE INGLÉS. SI USTED NO DOMINA EL INGLÉS POR FAVOR DESCONTINÚE EL USO DE ESTE SITIO WEB. SI USTED NO ENTIENDE ESTE ACUERDO DEBE INMEDIATAMENTE SALIR DE ESTE SITIO WEB.

2. This Agreement

PLEASE REVIEW THESE TERMS OF USE BEFORE USING THE WEBSITE. This is a legal agreement (the “Agreement”) between you (“You” or “Your”), Langon Law Group LLC, a Delaware limited liability company and Langon Colombia SAS, a corporate entity registered under the laws of the Republic of Colombia (collectively “Langon”) regarding Your use of Langon’s website and related non-legal services (collectively, the “Website”). By using the Website, You represent and warrant that You have read, understood, and agree to be bound by, the Agreement and Langon’s Privacy Policy (the “Privacy Policy”).

By using the Website, You further represent and warrant that You are (i) 18 years old or older; (ii) fluent in English; and (iii) otherwise legally qualified to enter into contracts under applicable law. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, OR ARE NOT LEGALLY QUALIFIED TO ENTER INTO CONTRACTS, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

3. Changes

Langon may, at any time and without further notice, revise this Agreement or the Privacy Policy by posting an amended version on the Website. Any changes will be effective immediately upon posting. It is Your responsibility to review this Agreement and the Privacy Policy periodically. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

Langon also may, at any time and without notice, modify or discontinue the Website. You agree that Langon shall have no obligation of any sort in connection with any modification or discontinuance of the Website.

4. Informational Purposes Only

Langon hereby grants You a nonexclusive license to download and display the Website, and to reproduce the content located thereon, in each case solely for Your personal, non-commercial use. Langon provides the Website for information purposes only. THE WEBSITE DOES NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, LEGAL ADVICE OR OPINION.

5. No Attorney-Client Relationship

YOUR USE OF THE WEBSITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN YOU AND LANGON. SIMILARLY, THE TRANSMISSION OF INFORMATION TO AND FROM LANGON BY MEANS OF THE WEBSITE (INCLUDING VIA THE BLOG) IS NOT AN ATTORNEY-CLIENT COMMUNICATION. If You would like Langon to represent You, You should complete our Contact Us form or send us a message via our chat function. If the matter in which You seek representation involves other parties, be sure to list each and every one of them on the online case submission form. If Langon agrees to represent You, it will inform You by email or telephone, and will provide an engagement agreement setting forth the basis of the representation. Unless and until You have executed and returned that engagement agreement, and Langon has confirmed its receipt, no attorney-client relationship exists.

Unless an attorney-client relationship exists between You and Langon, You shall not represent to any third party, either directly or by implication, that You are represented by the Langon, or that Langon is in any way involved in Your matter. Without limiting the foregoing, unless an attorney-client relationship exists between You and Langon, You shall not copy Langon, or any attorney or employee of Langon, on any emails or letters in a manner that could reasonably be interpreted by any third party to mean that You are represented by Langon.

6. No Attorney-Client Privilege

BECAUSE YOU ARE NOT A CLIENT OF LANGON, INFORMATION PROVIDED BY YOU TO LANGON MAY NOT BE PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. It is possible that Langon already represents, or in the future may represent, a party whose interests are adverse to Yours. In that case, Langon may not be able to treat information received from You as privileged. You should know that any information, documentation, images, videos and/or any other content You post on the Website will not be subject to attorney-client privilege.

7. Prohibited Uses

You represent and warrant that You will not use the Website to:

- upload or transmit content that violates the privacy, intellectual property or other proprietary rights of any third party;
- transmit viruses, Trojan horses, worms, malicious code or other harmful or destructive content;
- violate this Agreement, the Privacy Policy or any applicable law or regulation, including without limitation laws designed to regulate unsolicited email or other electronic advertising;
- harm the goodwill or standing of Langon or any of its clients, partners, employees, affiliates, agents, contractors or representatives;
- attempt to probe, scan, test or violate the security features of the Website or of any associated system or network, or to obtain unauthorized access to materials or other information stored thereon; or
- attempt to interfere with the use of the Website by any other user.

Langon reserves the right to cooperate fully in any investigation by law enforcement officials of any violation of this Agreement.

8. News, Blog, and Video

Langon may require that You login before You can access and or use certain sections of the Website, including the Latest News, articles, social media and video sections (“Blog”). If we request registration information from You, You must provide us with accurate and complete information and must update the information when it changes. You are responsible for maintaining the confidentiality of Your login names and passwords and You accept responsibility for all activities, charges, and damages that occur under Your account. If You have reason to believe that someone is using Your account without Your permission, You should contact us immediately by sending an email to admin@langonlawgroup.com. We will not be responsible for any loss or damage resulting from Your failure to notify us of unauthorized use.

Certain components of Website (for example, Langon’s Twitter, Instagram and Facebook accounts) may allow You to submit or transmit audio, video, text, or other materials (collectively, “User Submissions”) to or through the Website and the Blog. When You provide User Submissions, You grant to Langon, its parent, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and Your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights You may have in Your User Submissions. You also agree that by using this Website you grant a power of attorney to the Company in order to secure any rights to any intellectual property you are licensing to the Company pursuant to this Agreement. You further agree to provide any assistance necessary for the Company to protect its rights to any intellectual property you are licensing to the company pursuant to this Agreement. You agree that this includes the obligation to execute any documentation under the laws of any relevant jurisdiction.

We respect Your ownership of User Submissions. If You owned a User Submission before providing it to us, You will continue owning it after providing it to us, subject to any rights granted in this Agreement and any access granted to others. If You delete a User Submission from the Website, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If Your User Submission is shared with third parties, those third parties may have retained copies of Your User Submissions. In addition, if we made use of Your User Submission before You deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after You delete the User Submission. Terminating Your login account or ceasing to be a member of a social media group or page will not automatically delete Your User Submissions.

We may refuse or remove a User Submission without notice to You. However, we have no obligation to monitor User Submissions, and You agree that neither we nor our parent, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the [Privacy Policy](#), we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, You should not provide User Submissions that You want protected from others.

You represent and warrant that You have all rights necessary to grant to Langon the license above and that none of Your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law. Note that certain User Submissions may be subject to the terms of certain license agreements (e.g., Creative Commons licenses). Please determine whether such a license applies before using any User Submissions.

You must not use the Website in any way that is unlawful, fraudulent or harmful. You must not use the Website or upload any material that violates any laws, statutes, or regulations. You must not use the Website to copy, publish or send material that is illegal or unlawful, or material that could give rise to legal action under applicable law. You must also not use the Website or upload content in any way that creates liability for Langon, its subsidiaries, affiliates, and partners. You represent that, with respect to all material uploaded to the Website, You either own the copyright or have permission from the copyright owner to upload the material. You further warrant that all submitted content have the necessary licenses, intellectual property rights, and permissions, including any consent for individuals' likenesses present in the User Submissions, that are necessary for authorizing Langon to use the content as indicated in this Agreement. All material that You copy, publish, or send via the Website must not:

- be defamatory, obscene, indecent, hateful, discriminatory or inflammatory;
- infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime;
- be misleading, deceptive, fraudulent, sexually explicit, threatening, abusive, harassing or menacing.

You shall also check or update User Submissions for accuracy as it becomes necessary.

9. Third-Party Websites

The Website may contain links to websites operated by third parties (“Third-Party Websites“). Langon does not have control over Third-Party Websites, each of which may be governed by its own terms of service and privacy policy. Langon has not reviewed, and cannot review, Third-Party Websites, and therefore does not warrant or endorse any Third-Party Website or the content appearing thereon. By visiting or using Third-Party Websites, You assume all responsibility and liability for all resulting harms, whether to You or to any third party, including without limitation as resulting from Your downloading or use of any content, software or other materials available therefrom.

10. Consent to Receive Communications from Langon

By (i) completing the comment form in the Contact Us section of this Website, (ii) using the chat function of our website; (iii) messaging any of our social media accounts; (iv) commenting on any of our social media posts; (v) emailing Langon and/or (ii) becoming a client of Langon, You consent to receive periodic email, social media and newsletter correspondence/messages from Langon. If You would like to stop receiving Langon’s newsletter or other automated follow-up emails, You should click on the opt-out link contained in any of the email newsletters or other automated follow-up messages.

11. Intellectual Property

The content located on the Website is the copyrighted property of Langon or its licensors. Similarly, the Langon name, the langonlawgroup, langoncolombia, domain names, and all other names and logos used by Langon in connection with the offering of Langon’s goods and services are the trademarks and service marks, or registered trademarks or registered service marks of Langon or its licensors. Except as explicitly permitted, neither Your use of the Website nor this Agreement grants You any right, title or interest in or to Langon and Langon’s licensors’ copyrights, trademarks and service marks.

If You believe that material located on or linked to by the Website infringes one or more of Your copyrights, please immediately notify Langon by means of an email to admin@langonlawgroup.com. Your email should include: an authenticated signature, electronic or physical, of the copyright owner or a person authorized to act on their behalf; an identification of the copyright claimed to have been infringed; a description of the nature and location of the material that You claim to infringe Your copyright, in sufficient detail to permit Langon to find and positively identify that material; Your name, address, telephone number and email address; and a statement by You (i) that You believe in good faith that the use of Your copyrighted material is not authorized by law, or by the copyright owner or such owner’s agent and, (ii) under penalty of perjury, that all of the information contained in Your notice is accurate, and that You are either the copyright owner or a person authorized to act on their behalf.

12. Insurance

Nothing on this Website should indicate or otherwise imply that Langon, or any employee, contractor, or representative of Langon carries liability and/or malpractice insurance in any jurisdiction where Langon markets and/or sells products and/or services.

13. DISCLAIMER OF WARRANTIES

LANGON HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANGON EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. OPERATION OF THE WEBSITE MAY NOT BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL HARMS, WHETHER TO YOU OR TO ANY THIRD PARTY, ARISING OR RESULTING FROM YOUR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION AS IT RELATES TO ANY DAMAGE TO YOUR SYSTEMS OR DATA.

14. LIMITATION OF LIABILITY

THE LIABILITY OF LANGON IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANGON SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF ANY ADVICE OR NOTICE GIVEN TO LANGON, ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE. ADDITIONALLY, THE MAXIMUM LIABILITY OF LANGON UNDER ALL CIRCUMSTANCES WILL BE THE AMOUNT PAID BY YOU TO LANGON IN CONSIDERATION OF YOUR USE OF THE WEBSITE OR \$25, WHICHEVER IS LESS. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN LANGON AND YOU. THE WEBSITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

15. Indemnity

You agree to defend, indemnify and hold harmless Langon and its parent, members, employees, affiliates, agents, contractors and representatives (the “Langon Parties”) from and against all claims, losses, costs, damages, liabilities, and expenses (including without limitation attorneys’ fees) arising out of or relating to: (i) Your use of the Website; (ii) your submission of User Submissions; (iii) any violation by You of this Agreement; or (iv) Your submission to Langon by means of the Website of incomplete, inaccurate or untimely information or other data. The Langon Parties shall have the right, but not the obligation, to participate through counsel of their choice in any defense by You under this Section.

16. Termination

In the event of a breach by You, this Agreement and all licenses granted thereunder shall automatically terminate. Any termination of this Agreement terminates all of Your rights to use the Website, including Your license to the content located thereon.

Without limiting any other provision of this Agreement, Langon reserves the right to, in its sole discretion and without notice or liability, deny use of the Website to any person for any reason or no reason at all.

17. Choice of Law; Jurisdiction and Venue

This Agreement shall be interpreted and enforced as though executed in the State of Delaware, United States of America and shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THE WEBSITE OR THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS LOCATED IN DELAWARE, NOT ANY COURT OR OTHER VENUE IN COLOMBIA OR OUTSIDE OF THE STATE OF DELAWARE. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS. YOU AGREE THAT ANY COLOMBIAN COURT OR ANY OTHER VENUE OUTSIDE OF THE STATE OF DELAWARE DOES NOT HAVE ANY JURISDICTION OVER ANY MATTER ARISING FROM THE OPERATION AND/OR IMPLEMENTATION OF THIS AGREEMENT.

Regardless of any statute or law to the contrary, You must file any claim or action related to use of the Website or this Agreement within one year after such claim or action accrued. Otherwise, You will waive the claim or action.

18. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between Langon and You concerning Your use of the Website. This Agreement may only be modified as stated in Section 3, above, or by amendment signed by an authorized representative of Langon.

19. Severability; Waiver

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

20. Assignment

This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of Langon. Notwithstanding the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

21. Relationship

Without limiting any other provision of this Agreement, this Agreement creates no agency, partnership, joint venture or employee-employer relationship between You and Langon.