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You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the WebSite or any Content, to obtain or attempt to obtain any materials,

documents or information through any means not purposely made available through the Site. Powers Plumbing reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the WebSite, or any other systems or networks connected to the Site or to any Powers Plumbing server, or to any of the services offered on or through the WebSite, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the WebSite or any network connected to the WebSite, nor breach the security or authentication measures on the WebSite or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the WebSite, or any other customer of Powers Plumbing, including any Powers Plumbing account not owned by you, to its source, or exploit the WebSite or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the WebSite.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the WebSite or Powers Plumbing's systems or networks, or any systems or networks connected to the WebSite or to Powers Plumbing.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any transaction being conducted on the WebSite, or with any other person's use of the WebSite.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Powers Plumbing on or through the Site or any service offered on or through the WebSite. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the WebSite or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Powers Plumbing or attempts to infringe upon any rights of Powers Plumbing or others.

Disclaimers

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Except where prohibited by law, in no event will Powers Plumbing be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Powers Plumbing has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Powers Plumbing is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the WebSite or any Content, Powers Plumbing's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of the WebSite paid in the six months prior to the date of the initial claim made against Powers Plumbing (but not including the purchase price for any Powers Plumbing services or materials in performing plumbing work), or (2) US\$ 15.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Powers Plumbing, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Powers Plumbing by any third party due to or arising out of or in connection with your use of the WebSite.

Violation of These Terms of Use

Powers Plumbing may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the WebSite, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Powers Plumbing's rights or property, or the rights or property of visitors to or users of the WebSite, including Powers Plumbing's customers. Powers Plumbing reserves the right at all times to disclose any information that Powers Plumbing deems necessary to comply with any applicable law, regulation, legal process or governmental request. Powers Plumbing may also disclose your information when Powers Plumbing determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Powers Plumbing may preserve any transmittal or communication by you with Powers Plumbing through the WebSite or any service offered on or through the Web Site, and may also disclose such data if required to do so by law or Powers Plumbing determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Powers Plumbing, its employees, users of or visitors to the Site, and the public.

You agree that Powers Plumbing may, in its sole discretion and without prior notice, terminate your access to the WebSite and/or block your future access to the WebSite if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the WebSite. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Powers Plumbing, for which monetary damages would be inadequate, and you consent to Powers Plumbing obtaining any injunctive or equitable relief that Powers Plumbing deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Powers Plumbing may have at law or in equity.

You agree that Powers Plumbing may, in its sole discretion and without prior notice, terminate your access to the Website, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the WebSite or any service offered on or through the WebSite, or (4) unexpected technical issues or problems.

If Powers Plumbing does take any legal action against you as a result of your violation of these Terms of Use, Powers Plumbing will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Powers Plumbing. You agree that Powers Plumbing will not be liable to you or to any third party for termination of your access to the WebSite as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the WebSite, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of law's provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in San Diego County, California, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Powers Plumbing and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Privacy Policy

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At Powers Plumbing we use the information that we get from your visits to our BestSanDiegoPlumber.com website for internal tracking purposes, to make the site as useful and interesting to you as we can, and to respond to your requests for information or other services. Except as specifically noted below, we do not use your personal information for any other purpose, and we never sell it to any third party.

Powers Plumbing uses standard server log files, to help us count visitors and evaluate our site's technical capacity. We use information from the server to find out the number of people that visit BestSanDiegoPlumber.com, help us arrange the site pages, keep the site browser-friendly, and make our pages more useful. We record information on site traffic but not information on individual visitors, so no information about you in particular will be stored or used. When you send us an email to comment on something or ask us a question, we also learn your exact email address.

We use your email address to reply to your questions, send you invoices and we will store your address in case we need to correspond further. We will never share your email address or sell it to anyone else.

BestSanDiegoPlumber.com stores the email addresses of our clients for two reasons:

1. Besides phoning you or a face-to-face meeting, email is a useful way to answer your questions, suggestions or comments.
2. We use your email address to notify you of changes to our services to contact you if we are having trouble doing so or to send you invoices or information you may request from us.

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