

Terms and Conditions

1. ACCEPTANCE OF TERMS

By hiring or purchasing services from Post Conviction Relief Consultants (hereafter "PCR Consultants"), you agree to the Terms and Conditions of Service ("TCS") and are subject to the limitations therein.

2. SERVICES AND INDEMNITY

You understand that you are procuring services (hereafter "Hires", "Hired", "Hiring") from PCR Consultants for yourself or on behalf of a third party, that the majority of the work done by PCR Consultants will be conducted between PCR Consultants and the individual PCR Consultants has been hired to assist ("Client"), and that you, the purchaser (hereafter "Hiring Party", "Hiring Parties"), and the Client may or may not be the same person.

You understand that PCR Consultants is not a Law Firm and provides advice and services (hereafter "Service" or "Services") that should not be taken in place of the legal advice of an attorney. Any services rendered are not to be construed as legal advice of any kind. To obtain legal means of action, only an attorney can provide you with legal advice. The services rendered by PCR Consultants are solely based on statute, legal code, and anecdotal evidence of what has observationally succeeded within the Bureau of Prisons, Department of Justice, United States Probation Office, or other agency affiliated with the execution of federal criminal justice.

You understand that PCR Consultants, by the nature of services it provides, may employ and/or contract services with individuals involved with the Bureau of Prisons, Department of Justice, and the United States Probation Office. You understand and acknowledge that, while this practice enhances the quality of service provided to clients, it makes possible direct and ancillary contact with an employee, contractor, or agent of PCR Consultants with a prior felony record and/or who may currently be on federal supervision. This document serves as prior notice of the possibility of contact with a felon(s), and such conduct, when within the bounds of a professional and contractual relationship, does not violate the standard terms of federal probation and/or supervised release which prohibit *association* with convicted felons.¹ However, PCR Consultants cannot guarantee that the USPO office will not attempt to construe such relationship contrary to this definition.

You understand that any documents (e.g. "paperwork") furnished by PCR Consultants are for your personal use only and considered a sample document. It/they are not to be considered a legal document. You further understand that submitting any paperwork as such requires your signature. By furnishing your signature on any document supplied to you by PCR Consultants, you acknowledge and accept such document as your own and indemnify PCR Consultants against all liability of rejection, legality, or ineffectiveness of said paperwork.

Furthermore, you understand that no law firm, consulting firm, nor any other legal or paralegal entity can guarantee a specific result within the legal system, United States Department of Justice ("DOJ"), or bureaucratic entity such as the Federal Bureau of Prisons ("BOP"). Therefore the end result of any action initiated by you and/or aided by services provided by PCR Consultants is not the legal responsibility of PCR Consultants nor any person, employee, or agent working on its behalf and you agree to indemnify and hold blameless PCR Consultants for any legal result of actions taken while being provided services by said entity.

3. PAYMENT

You agree:

- (a) That if consultation services are given, such as a free initial consultation, no services will be provided until such time that payment for any future service is made in full;
- (b) That should payment method be invalid (due, including but not limited to: insufficient funds (bounced check), incomplete payment, check stop-payment, fraud, forgery, etc.) all services provided to you by PCR Consultants can stop immediately, monetary penalties can be incurred, and/or such events could preclude you from purchasing services from PCR Consultants in the future;

¹ "[C]onsistent with the fundamental presumption that "prohibited criminal acts require an element of mens rea," Vega, 545 F.3d at 750, non-association conditions prohibit only knowing contact with persons that the supervisee knows to be felons. See id.; Soltero, 510 F.3d at 867 n. 9. We further limited the meaning of nonassociation conditions by emphasizing that " 'incidental contacts' . do not constitute 'association' ." Soltero, 510 F.3d at 866-67 (quoting Arciniega v. Freeman, 404 U.S. 4, 4-5 (1971) (per curiam))" U.S. v. King 09-50665 (9th Circuit 2010)

- (c) That the any time a person, employee, or agent working on behalf of PCR Consultants on your procured service(s) will be billed against such purchase price. Further, any consultation services rendered on the phone, internet, in person, or any other communication method after services are procured will be billed in 15 minute increments at a rate of \$50 per hour, and such phone consultation time shall not to exceed half of the purchase price paid/assigned/attributed to you as a client.

4. CONDUCT

You Agree:

- (a) That any communication between yourself and a person, employee, or agent working on behalf of PCR Consultants which harasses, degrades, intimidates, or threatens such person will be considered a breach of verbal and/or written contract per this CONDUCT section of PCR Consultants' TCS;
- (b) That any unlawful conduct which is perpetrated by any party which purchases services from PCR Consultants, i.e. Hiring Party, or any person, employee, or agent acting on the Hiring Party's behalf, will be considered a breach of verbal and/or written contract per this CONDUCT section of PCR Consultants' TCS;
- (c) That any breach of verbal and/or written contract per this or any other sections of PCR Consultants' TCS constitutes immediate termination of all services rendered and forfeits any and all payments already made by the Hiring Party.

5. PRIVACY POLICY

Most states within the United States set the contractual age of consent at 18. That age is 19 in certain states. PCR Consultants does not knowingly collect any information from persons under the federal age of contractual consent. If PCR Consultants learns that a Hiring Party is under the age of contractual consent such conduct will be considered a breach of verbal and/or written contract per §(4)(b) of this TCS, services will be immediately terminated, and such information will be removed from PCR Consultants files and databases.

PCR Consultants may disclose information about its Clients and/or Hiring Parties if compelled to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal processes. PCR Consultants may disclose information about its Clients and/or Hiring parties to law enforcement officers or agents of the United States government in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms and Conditions of Service; respond to claims that such services rendered by PCR Consultants violates the rights of third-parties; or protect the rights, property, or personal safety of a person, employee, or agent acting on behalf of PCR Consultants, or the general public.

6. AUTOMATED SERVICES

Some services provided by PCR Consultants are generated in an automated way online after the input of client-specific information. PCR Consultants strives to keep its documents accurate, current and up-to-date. However, because the law changes rapidly, PCR Consultants cannot guarantee that all of the information on the Site or Applications is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or tool like the kind PCR Consultants provides can fit every circumstance. Furthermore, the legal information contained on the Site and Applications is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area.

7. MODIFICATION TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions of service at any time. Such modifications shall become effective immediately upon the posting thereof. You will be held accountable only for the TCS which you signed as a condition of your procurement of service. However, any future Hiring of PCR Consultants will be subject to this TCS which is effective on the date of such purchase.