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GENERAL AND OPERATIONAL RULES OF INFORMATION SYSTEM MANAGED BY THE EXPERT WITNESS EXCHANGE, LLC (HEREINAFTER “EWE”)

EWE provides the website expertwitnessexchange.com to its users (hereinafter “you” or “your”) subject to these terms of use (hereinafter “Terms”), and any other policies hereunder shall be read in conjunction with them.

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE FOR THIS WEBSITE TERMS OF SERVICE (HEREINAFTER "TOS") BEFORE USING THIS SITE

IF YOU DO NOT AGREE TO ALL OF THESE TERMS DO NOT USE EXPERTWITNESSEXCHANGE.COM

You accept these terms by accessing or using expertwitnessexchange.com in any manner, even if you do not register yourself as a user with the service. You represent and warrant that you are at least eighteen (18) years of age and of legal competence to enter into this agreement. If you are using expertwitnessexchange.com on behalf of your employer, you represent and warrant that you are authorized to accept these terms on behalf of your employer. EWE reserves the right to amend, remove, or add to the TOS at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the TOS whenever accessing, linking to, or using this site. Your access, linking to, or use of the site, or any service on this site, after the posting of modifications to the TOS

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will constitute YOUR ACCEPTANCE OF THE TOS, as modified. If, at any time, you do not wish to accept the TOS, you may not access, link to, or use the site. Any terms and conditions proposed by you which are in addition to or which conflict with the TOS are expressly rejected by EWE and shall be of no force or effect.

### **A. GENERAL TERMS**

#### **1) User Consent to the TOS**

- I. You represent that you have read and agree to be bound by the TOS.

#### **2) Intellectual Property**

- I. This website, related blogs, and social media platforms belonging to EWE including but not limited to text, site content, data, articles, database, algorithms, site search methodology, written content, photographs, video, audio, and graphics, including expert witness search capabilities enabled through EWE's database powering its website and/or Validation Badge™ services offered or enabled (hereinafter the "Service") collectively referred to as EWE's intellectual property (hereinafter "IP" ) are the exclusive intellectual property of EWE and protected by common law and/or statutory rights of ownership, copyrights, trademarks, service marks, patents, and any applicable international treaties, and/or other proprietary rights and laws of the U.S. and other countries.
- II. You agree to abide by all applicable laws acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by EWE, through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of EWE.
- III. You agree to refrain from any action that would interfere with the proprietary rights of EWE and all others having rights in the Service and to comply with all reasonable requests made by EWE necessary to protect EWE's contractual, statutory, and common law rights.
- IV. You agree to notify EWE in writing promptly upon becoming aware of any unauthorized access or use of the EWE's IP by any individual or entity. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the EWE's IP shall, as between you and EWE, at all times be and remain the sole and exclusive property of EWE. All present and future rights in and title to the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to EWE for its exclusive use.
- V. Except as specifically permitted by the TOS, you may not copy or make any use of the Service or any portion thereof.
- VI. Except as specifically permitted herein, you shall not use the Intellectual Property Rights or the Service, or the names of any individual participant in, or contributor to, the Service, or any variations or derivatives thereof, for any purpose, without EWE's prior written approval.

#### **3) Restrictions on Use**

- I. You may not use the Service for any illegal purpose, for the facilitation of the violation of any law or regulation, or in any manner inconsistent with the TOS.
  - a. You agree to use the website and Service solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.
  - b. You agree not to use, transfer, distribute, or dispose of any information contained on the website and/or the Service in any manner that could compete with the business of EWE or any of its suppliers.
- II. You may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit, or in any way exploit any part of EWE's IP and Service, except as specifically authorized by these TOS and the

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specific terms which may apply to any component of the Service commercially offered.

- III. You may not use expertwitnessexchange.com or any information acquired from expertwitnessexchange.com:
  - a. to engage in activities that would violate applicable local, state, national, or international law, or any other regulations having the force of law, including the laws regulations, and ordinances of any jurisdiction from which you access expertwitnessexchange.com
  - b. to send any commercial, email, or text message that does not comply with CAN-SPAM, the Telephone Consumer Protection Act, or any other applicable state law.
  - c. to evaluate
    - i. a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes,
    - ii. a person's eligibility for a governmental license or benefit
    - iii. a person for renting a dwelling property, or for any other purpose specified in the Fair Credit Reporting Act (15 U.S.C. § 1681b)
  - d. in any manner that may violate any local, state, federal, or international privacy law to which you may be subject on the basis of your location or the location of the person searched.
- IV. You may not recirculate, redistribute or publish the analysis and presentation included in the Service without EWE's prior written consent.
  - a. You may not offer any part of the Service for sale or distribute it over any other medium including but not limited to over-the-air television or radio broadcast, a computer network or hyperlink framing on the internet without the prior written consent of EWE.
  - b. The Service and the information contained therein may not be used to construct a database of any kind, nor may the Service be stored (in its entirety or in any part) in databases for access by you or any third party, or to distribute any database Services containing all or part of the Service.
  - c. You may not use the Service in any way to improve the quality of any data sold or contributed by you to any third party.
- V. You may not input, distribute, upload, post, email, transmit, or otherwise make available any content through the Service that:
  - a. is promotional in nature, including solicitations for funds or business, without the prior written authorization of EWE, or constitutes junk mail, spam, chain letters, pyramid schemes or the like;
  - b. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - c. you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - d. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - e. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment;
  - f. is harmful to minors; or
  - g. constitutes the personally identifiable information of any other person that such person has not authorized you to disclose.
- VI. You may not use any of the trademarks, trade names, service marks, copyrights, or logos of EWE in any manner which creates the impression that such items belong to or are associated with you or are used with EWE's consent, and you acknowledge that you have no ownership rights in and to any of such items.
- VII. You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of the Service, any activities conducted on or through the Service or any servers or networks connected to the Service.
- VIII. You may neither obtain nor attempt to obtain through any means any materials or information on

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- the Service that have not been intentionally made publicly available either by public display on the Service or through accessibility by a visible link on the Service.
- IX. You shall not violate the security of the Service or attempt to gain unauthorized access to the Service, data, materials, information, computer systems, or networks connected to any server associated with the Service, through hacking, password timing or any other means.
  - X. You may neither take nor attempt any action that, in the sole discretion of EWE, imposes or may impose an unreasonable or disproportionately large load or burden on the Service or the infrastructure of the Service.
  - XI. You shall not use or attempt to use any “scraper,” “robot,” “bot,” “spider,” “data mining,” “computer code,” or any other automate device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Service, any data or content found on or accessed through the Service, or any other Service information without the prior express written consent of EWE.
  - XII. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content.

### 4) License

- I. You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the TOS. Should you choose to download content from the Service, you must do so in accordance with the TOS. Such download is licensed to you by EWE ONLY for your own personal, noncommercial use in accordance with the TOS and does not transfer any other rights to you.
- II. If you submit material to this site or to EWE or its representative, unless EWE indicates otherwise, you grant to EWE a perpetual, nonexclusive, irrevocable, fully paid, royalty-free, sub-licensable and transferable (in whole or in part) worldwide right and license in any and all media, now known or later developed, to use, publish, reproduce, display, modify, transmit digitally, create derivative works based upon, distribute, copy, and otherwise exploit, such content for any purpose whatsoever (including, without limitation, advertising, commercial, promotional and publicity purposes) in EWE’s discretion without additional notice, attribution or consideration to you or to any other person or entity.
  - a. You also permit any other user to access, store, or reproduce such material for that user's personal use.
  - b. You grant EWE the right to use the name that you submit in connection with such content.
  - c. You represent and warrant that you own or otherwise control all of the rights to the material that you submit; that the material you submit is truthful and accurate; that use of the material you supply does not violate this TOS and will not cause injury to any person or entity; and that you will indemnify EWE and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns for all claims resulting from material you supply.
  - d. EWE and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns disclaim any responsibility and assume no liability for any material submitted by you or any third party.

### 5) Fees and Payments

- I. EWE reserves the right at any time to charge or amend the amount of fees to be charged, on a prospective basis, for access to portions of the Service or the Service as a whole.
- II. If at any time EWE requires or amends a fee for portions of the Service or the Service as a whole, you shall pay all fees and charges incurred through your account at the rates in effect for the billing period or Service for which such fees and charges are incurred, including but not limited to charges for any products or services offered for sale through the Service by EWE.
  - a. All fees and charges shall be billed to you, and you shall be solely responsible for their payment.
  - b. You shall pay all applicable taxes relating to the use of the Service through your account,

and the purchase of any other products or services. Certain portions of the Service or the Service as a whole may require a prepaid fee ("Prepaid Fee"), which may be modified from time to time in EWE's sole discretion.

- c. The Prepaid Fee, and all taxes and other fees related thereto will be paid by you in advance.
- d. In no event will you receive any portions of the Service or the Service as a whole if a Prepaid Fee is required unless EWE receives all fees and charges payable by you, including the Prepaid Fee.

## **6) Registration and Account Creation**

- I. As part of the registration and account creation process necessary to obtain access to certain portions of the Service, including those portions that require a fee or payment for access, you will select a username and a password. You will provide EWE with certain registration information, all of which must be accurate, truthful, and updated. You shall not:
  - a. select a username already used by another person;
  - b. use a username in which another person has rights without such person's authorization; or
  - c. use a username or password that EWE, in its sole discretion, deems offensive or inappropriate.
- II. EWE reserves the right to deny creation of your account based on EWE's inability to verify the authenticity of your registration information.
  - a. You shall be solely responsible for maintaining the confidentiality of your password.
  - b. You shall immediately notify EWE of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.
  - c. You are fully responsible for all usage and activity on your account, including, but not limited to, use of the account by any third party authorized by you to use your username and password.
  - d. The use of your account by any individual under age eighteen (18) is strictly prohibited. If the computer system on which you accessed the Service is sold or transferred to another party, you warrant and represent that you will delete all cookies and software files obtained by or through use of the Service. EWE reserves the right to terminate your account, in its sole discretion, at any time without notice.
  - e. You may terminate your account at any time by submitting written notification to EWE.
  - f. You are responsible for all charges incurred up to the time the account is terminated.
  - g. Notwithstanding anything else herein, EWE reserves the right to pursue any and all claims against any user of your account.
  - h. You agree to maintain only one account with the Service at any time and certify that you currently have no other account(s) with the Service.

## **7) Disclaimer and Limitation of Liability**

- I. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT THE SERVICE AND ANYTHING CONTAINED WITHIN THE SERVICE, INCLUDING, BUT NOT LIMITED TO: CONTENT, SERVICES, GOODS, OR ADVERTISEMENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THAT EWE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- II. You may find links to other websites or resources on expertwitnessexchange.com that offer content, goods, or services.
  - a. You acknowledge and agree that expertwitnessexchange.com has no responsibility or liability (directly or indirectly) for: the availability of such external sites or resources; any content, advertising, products, or other materials on or available from such sites or resources; any damage, loss, claim, or complaint (actual or alleged) caused by, arising

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- from, or in connection with your use of or reliance on any such content, goods, or services available on or through any such site or resource.
- III. EWE does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by EWE or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features.
- IV. You agree that EWE and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall have no responsibility or liability for:
- a. any injury or damages, whether caused by the negligence of EWE, its parent, or their respective affiliates, suppliers, agents, directors, officers, employees, representatives, general partner, subsidiaries, successors, and assigns, or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against EWE by any other party; or
  - b. any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. The content of other Web sites, services, goods, or advertisements that may be linked to the Service is not maintained or controlled by EWE. EWE is therefore not responsible for the availability, content, or accuracy of other Web sites, services, or goods that may be linked to, or advertised on, the Service. EWE does not:
    - i. make any warranty, express or implied, with respect to the use of the links provided on, or to, the Service;
    - ii. guarantee the accuracy, completeness, usefulness or adequacy of any other Web sites, services, goods, or advertisements that may be linked to the Service; or
    - iii. make any endorsement, express or implied, of any other Web sites, services, goods, or advertisements that may be linked to the Service.
    - iv. EWE is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access the Service.
    - v. You understand that EWE and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the TOS.
- V. You acknowledge that:
- a. the Service is provided for information purposes only and subject to the specific conditions, limitations and restrictions set forth in connection with any aspect of Services offered, and EWE does not guarantee the sequence, accuracy, completeness, or timeliness of the Service or the information aggregated therein whether or not reasonable efforts to assure such accuracy are made;
  - b. the provision of certain parts of the Service is subject to the terms and conditions of other agreements to which EWE is a party;
  - c. none of the information contained on this site constitutes a solicitation, offer, opinion, or recommendation by EWE to recommend for or against the retention of any particular expert witness or expert witness association;
  - d. the information provided on this site is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation. Accordingly, anything to the contrary herein set forth notwithstanding, EWE, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person for any:
    - i. inaccuracies or errors in or omissions from the Service including, but not limited to, quotes and financial data;
    - ii. delays, errors, or interruptions in the transmission or delivery of the Service; or
    - iii. loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance.
- VI. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL EWE, ITS SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF EWE HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TOS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- VII. IN NO EVENT SHALL EWE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND/OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.
- VIII. IN NO EVENT SHALL EWE BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES, AND/OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE) RESULTING FROM YOUR UTILIZATION OF FREE SERVICES.

**8) Your Authority to Agree to this TOS**

- I. You represent, warrant and covenant that:
  - a. you have the power and authority to enter into this agreement; and
  - b. you are at least eighteen (18) years old.

**9) Indemnification**

- I. You agree, at your own expense, to indemnify, defend and hold harmless EWE, its suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the Service, or any links on the Service, including, but not limited to:
  - a. your use or someone using your computer's use of the Service;
  - b. use by someone using your account;
  - c. a violation of the TOS by you or anyone using your computer (or account, where applicable);
  - d. a claim that any use of the Service by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party;
  - e. any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer (or account, where applicable);
  - f. any misrepresentation or breach of representation or warranty made by you contained herein; or
  - g. any breach of any covenant or agreement to be performed by you hereunder.
- II. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim.
- III. EWE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EWE in asserting any available defense.
- IV. You acknowledge and agree to pay EWE 's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by EWE under the TOS and any other terms and conditions of service on this site, including without limitation, lawsuits arising from your failure to indemnify EWE pursuant to the TOS.

**10) Termination**

- I. You may terminate the TOS, with or without cause and at any time, by discontinuing your use of

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- the Service and destroying all materials obtained from the Service.
- II. You agree that, without notice, EWE may terminate the TOS, or suspend your access to the Service, with or without cause at any time and effective immediately. The TOS will terminate immediately without notice from EWE if you, in EWE's sole discretion, fail to comply with any provision of the TOS.
  - III. EWE shall not be liable to you or any third party for the termination or suspension of the Service, or any claims related to the termination or suspension of the Service.
  - IV. Upon termination of the TOS by you or EWE, you must discontinue your use of the Service and destroy promptly all materials obtained from the Service and any copies thereof.

### 11) Governing Law

- I. The TOS shall be governed and construed in accordance with the laws of the United States and the State of Connecticut, without giving effect to conflicts-of-law principles thereof.
  - a. You agree to submit to the personal jurisdiction of the state and federal courts located in Hartford County in the State of Connecticut with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the TOS.
  - b. You agree that Venue for any legal action of any kind involving EWE must be brought in the State of Connecticut, Hartford County.

### 12) Miscellaneous

- I. You accept that EWE has the right to change the content or technical specifications of any aspect of the Service at any time in EWE's sole discretion.
  - a. You further accept that such changes may result in your inability to access the Service. The failure of EWE to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. Sections (2) through (9), 10(III), and (11) through (15) shall survive any termination of the TOS.

### 13) Headings

- I. The section titles in the TOS are used solely for the convenience of you and EWE and have no legal or contractual significance.

### 14) Severability

- I. If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.

### 15) Entire Agreement

- I. The TOS and any other terms and conditions of service on this site, and its successor, constitute the entire agreement between you and BLP and govern your use of the Service.

## **B. LINKING AND FRAMING TERMS AND CONDITIONS**

YOU MAY NOT LINK TO OR FRAME THIS WEB SITE, OR ANY PORTION THEREOF, EXCEPT AS PROVIDED HEREIN.

### 1) Intellectual Property

- II. Upon linking to this Web site pursuant to the TOS, you will be granted a non-exclusive, non-transferable, royalty-free sub-license to use the EWE mark owned by The Expert Witness Exchange, LLC solely for providing an underlined, textual link from your Web site to [expertwitnessexchange.com](http://expertwitnessexchange.com). No other use of EWE's marks, names or logos is permitted without express written permission from EWE.



## EXPERTWITNESSEXCHANGE.COM TERMS OF SERVICE

- a. Restrictions on Linking to this Web Site
  - i. Without limiting other provisions contained in our TOS, you may include a link(s) on your website to expertwitnessexchange.com's publicly accessible web pages (i.e., any web page which does not require a login and password and/or restrict access).
  - ii. You may not link expertwitnessexchange.com to any site containing an inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information that violates any applicable intellectual property, proprietary, privacy or publicity rights.
- b. On Framing Activities
  - iii. EWE is concerned about the integrity of this website when it is accessed in a manner solely determined by third parties or viewed in a setting solely created by third parties. Specifically, EWE is concerned with activities such as bringing up or presenting content of this website within another website ("framing"). In this regard, without limiting the provisions contained in our TOS, you may not frame any web page from expertwitnessexchange.com, except with our express written permission.
  - iv. Further, you may not archive, cache, or mirror any expertwitnessexchange.com web page or portions of a web page. If you would like to use, reprint, frame, or redistribute any expertwitnessexchange.com content other than as permitted herein, you must request and receive written permission from EWE to do so. Please include: your name, e-mail address, and telephone number; the name of your company; the website address(es) where the proposed use will occur; and specific details about the contemplated linking or framing activities, including the content or web page(s) of this website which you would like to use.

### **C. INQUIRIES REGARDING THIS SITE'S CONTENT**

[Click here](#) for inquiries regarding this site's content.

### **D. INTELLECTUAL PROPERTY**

#### **1) General Inquiries**

- I. Please send all inquiries regarding intellectual property issues to the designated agent to receive notification of claimed or threatened infringement:

The Expert Witness Exchange, LLC  
40 Russ Street, Hartford, CT 06106  
c/o Paul Levin esq.

### **E. PRIVACY POLICY FOR THIS WEB SITE**

- 1) EWE's mission is to connect members of the expert witness community to legal professionals in ways that will enable each to be more productive and successful.
  - I. Our registered users ("Members") share their professional identities, engage with their network, exchange knowledge and professional insights, post and view relevant content, and find new business and marketing opportunities.
  - II. Content on some of our services is also visible to unregistered viewers ("Visitors"). We collect information when you use (whether as a Member or a Visitor) our websites, applications, our platform technology or other Services
  - III. We information will only share your information
    - a. with your consent,
    - b. where it is necessary to carry out your instructions,

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- c. in accordance with community enabling norms in order to provide our features and functionality to you,
  - d. when we reasonably believe it is required by law, subpoena or other legal process, or
  - e. as necessary to enforce our user agreement or protect the rights, property, or safety of our members, visitors and the public.
- 2) Users may have the opportunity to submit ideas and/or suggestions to EWE to improve expertwitnessexchange.com either by email or in the course of a customer care interaction. EWE has no obligation to treat this material as confidential information.
  - I. In the event that you wish to have your ideas and/or suggestions remain confidential, to retain rights in your ideas and/or suggestions, or wish to be compensated for submission of your idea and/or suggestion, please do not submit to EWE.
- 3) We do not seek to collect nor share financial account information, social security numbers, sell or provide your email or other contact information to third parties or networks for solicitation or marketing purposes.

### **F. FTC COMPLIANCE 16 CFR PART 255**

- 1) EWE follows the administrative interpretation of laws issued by the Federal Trade Commission suggesting voluntary compliance with its guidance relative to Section 5 of the FTC Act( 15 U.S.C. 45) relative to the use of endorsements and testimonials in advertising and requires all users of its Website as a condition to any display, quotation or reference to its content or Services, including applicants for its Expert Witness Validation service and recipients of its “ Validation Badge” to refrain from altering the meaning or removing mandatory links to disclaimer and explanations corresponding to such content nor use same as an advertisement or endorsement on its behalf in any way inconsistent with said FTC guidance.
- 2) No content or service displayed on the EWE website or its social media are intended to represent an endorsement, testimonial, warranty, implied or express, of any particular expert witness for retention purposes.

### **G. FAIR USE AND PUBLIC COMMENT**

- 1) All content and Services provided by EWE, though a for profit entity, represents EWE’s exercise of its rights of Fair Use and display enabling improved search methods for expert witness assessments and comparisons. including but not limited to information and content in the public domain, together with that which appears on publicly available websites, listings, and social media.
  - I. If any person or entity believes that any such displayed content infringes on its copyright ownership rights then this should be brought to the immediate attention of EWE so that prompt consideration of the issue may be undertaken and corrective action, if it appears warranted, may be implemented.
- 2) In addition, by distributing and displaying its content, EWE is exercising its free speech rights on matters of public interest and/or in the public domain even if some of its content may be deemed commercial speech. In all such capacities, EWE content appearing on its website, profiles, data assemblies, applications and social media represent only its own express or implied opinions and should not be construed as statements of fact.

### **H. VALIDATION BADGE – SUPPLEMENTAL TERMS AND CONDITIONS**

- 1) All General terms of Service and subheadings A through G and I are made specifically applicable to the Validation Badge Service as if incorporated in full text herein.
- 2) Issuance or denial of a “Validation Badge” is not intended to represent an endorsement, testimonial, warranty, implied or express, of any particular expert witness for retention purposes. No denial of a

“Validation Badge” application should be interpreted as a criticism or lack of endorsement of any particular expert witness.

- 3) Any display of its content, including the “Validation Badge must include the embedded links provided to the appropriate page(s) on EWE’s website, visibly displayed in a manner sufficient to assure notice, so that any third party viewing said content or Badge may have immediate and direct access to the general limitations, criteria utilized, if applicable, and any specific disclaimers which may attend to the content displayed.
  - I. Embedded links- “What the Validation badge is and what it means”
    - a. Including the general limitations and disclaimers, which accompany the Badge and those additional ones which may be specific to the Badge recipient.
  - II. Surrender of badge/cease of display upon non renewal/ suspension
  - III. FTC compliance regarding not expressing or implying that EWE has endorsed them as an expert witness
  - IV. The representations made by Badge applicant’s concerning their CV and Validation Badge application process
  - V. The possibility of subsequently occurring events which would or may disqualify a Badge holder from possessing same and the obligation of the Badge recipient to bring to the attention of the EWE Validation Badge committee promptly, but in no case longer than five business days
  - VI. The Renewal Badge applicant process and conditions
  - VII. The interim request for re validation for matters which may have occurred between Badge issuance and the time of renewal.
- 4) In the event that a JPEG photo suitable for uploading is not provided by the Validation Badge applicant for whatever reason, you grant EWE the license to utilize photos that you have published on your own website, website directories in which you have participated in by providing a photo, or otherwise distributed/published for use on your profile page.
- 5) EWE does not require any subscription charges for Validation Badge holders for the maintenance and display of their basic profiles displayed.
- 6) EWE allows its Validation Badge holders to provide a link to their EWE profiles from their personal websites for marketing purposes, subject to all the terms of service contained within sections A through J.

## **I. COOKIE POLICY**

This cookie policy ("Cookie Policy") is intended to be read in conjunction with our privacy policy and our Terms of Use. Please see our Privacy policy for further information regarding what personally identifiable information we collect and how it is used.

- 1) EWE may collect information that is typically not personally identifiable through the use of web technologies which include cookies, web beacons, and JavaScript tags. This information is used:
  - I. to enhance your use and experience with our site;
  - II. for marketing analysis; and
  - III. for quality improvement purposes.
- 2) These technologies may be placed directly by Spokeo or via our third party provider.
  - I. We reserve the right to implement different types of technologies for this purpose in the future.
- 3) A “cookie” is a small text file that is transferred to a web browser by a web server, and can be read by a web server in the same domain at a later time. Please note that EWE is unable to offer its website or services without serving some of our own cookies and/or similar technologies on your device.
  - I. You therefore consent to EWE’s use cookies when you use our site and services. You may,

however, be able to avoid certain cookies by configuring your browser settings.

- 4) If you do not wish to receive cookies, or wish to manage when you accept cookies in general, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept our cookies, if you set your browser to reject cookies, you may not be able to use all of the features and functionality of our site.
- 5) Different types of cookies do different things.
  - I. “Session Cookies” expire when you close your browser. EWE uses session cookies to collect anonymous information about the way visitors use the service, so that it may better understand its customers’ needs and improve the functionality of the website.
  - II. “Persistent Cookies” do not expire when you close your browser and instead stay on your computer until the expiration date set in the cookie, or until you delete it. EWE uses persistent cookies so that its server will recognize you the next time you visit. It also may save the trouble of re-entering information previously provided.
- 6) EWE also uses web beacons. These are known as clear GIFs, web bugs, or pixel tags, and are often used in combination with cookies.
  - I. EWE or its third party providers use web beacons to allow us to count users who have visited certain pages and to generate statistics about how our site is used.
  - II. They are not used to access personally identifiable information. Unlike cookies, you cannot decline web beacons. However, setting your browser to decline cookies or to prompt you for a response will keep web beacons from tracking your activity.

**J. EXCHANGE PROFILE LISTINGS – SUPPLEMENTAL TERMS AND CONDITIONS**

EWE collects information when an expert fills out their profile via the Validation Badge application interface or by using the website interface to directly creating one's expert witness profile.

- 1) EWE may add supplemental information relevant to your expert witness profile created per above.
- 2) EWE does not require any advertising subscription charge for validation badge holders for the maintenance and display of their basic profiles displayed, and reserves the right to treat non validation badge holders differently, remove them from its website, or charge fees that it may determine appropriate with prior advance notice provided.
- 3) EWE may denote the status of a Validation Badge application including but not limited to
  - I. validation badge issued
  - II. validation badge application pending
  - III. validation service request pending
  - IV. validation badge surrendered, and/or not renewed
  - V. validation badge suspended pending review on your EWE profile
- 4) A complete profile that includes professional details – such as credentials, education, industry work experience, case specific expert consulting experience, and related knowledge – is ordinarily beneficial to you and those looking to retain your services. Therefore, the more complete your profile the better.
- 5) EWE will provide an interface for you to add additional content and edit aspects of your expert profile, which are left within your purview to manage.
- 6) If you believe that any aspect of your profile contains an inaccuracy that you are unable to self edit, please contact EWE and request assistance in making the requested change.
  - I. EWE may, in its discretion, require documentation or corroboration in support of the requested change being implemented.

