

# **TERMS OF USE**

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- 1. USE OF THE SITE AND CONTENT.** All use of the Site is limited to only the registered user. As the registered user, you may access and use the Site solely for lawful purposes. Use of the Site is subject to the terms of this Agreement. We reserve the right at any time and in our sole discretion to modify, suspend, or discontinue the Site (or any portion thereof) with or without notice. The Site and the entire contents of the Site, including, but not limited to, text, files, images, graphics, illustrations, audio, video, and photographs on or offered through the Site (collectively the "Content") are and remain Our sole property, with the sole exception of any documents provided to you as part of your subscription, including, but not limited to Our Suggested Vendor Interview Checklist. Except as stated in this Agreement, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the Site or Content, or any Intellectual Property Rights therein or related thereto, and you may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Site or Content.
- 2. NOT LEGAL ADVICE.** The Site is not intended to constitute the practice of law or intended to provide legal advice. The Site is to be used for informational purposes only to assist you in performing due diligence on e-discovery software. You further understand and agree that the reviews posted on the Site are the opinions of each Reviewer, who is Our independent contractor.
- 3. PRIVACY STATEMENT.** By using the Site, you expressly authorize Us to share and disclose your contact information with third parties, such as e-discovery software vendors. We will not share or disclose any of your financial information, such as credit card information to such vendors. You also acknowledge that We are not responsible or liable for the use of your information, including personal or confidential information, by any third party.
- 4. REGISTRATION.** To access the review areas of the Site, you must apply and pay as a registered user of the Site. You will be asked to create a password-protected account. You agree to keep your account information and password confidential. You may not share your account information or password with any third party. You agree to notify us immediately of any actual or suspected unauthorized use of your account. You are solely responsible for all activities that occur through your account. We will not be responsible for any loss or damage to you caused by your failure to comply with these obligations. In connection with your application to become a registered user, you will be asked to submit certain information about yourself ("Registration Information"). You represent and warrant that all Registration Information you provide is true, accurate, current, and complete, and that you will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, you may be assigned or permitted to create a user ID for use in identifying your account. You may not: (i) select or use a User ID of another person with the intent to impersonate that person; (ii) use a User ID in which another person has rights without such person's authorization; or (iii) use a User ID that we deem offensive. Failure to comply with the foregoing will constitute a breach of this Agreement, which may result in immediate termination of your account.
- 5. PURCHASES.** The subscription fee will only be charged to your credit card each time you order. Your membership will automatically renew upon its stated expiration. If you do not wish to renew your membership, you must advise us in writing at least 30 days prior to the expiration. You must prepay for all subscriptions. You will pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase from, or any other transaction with Us. You acknowledge and agree that We will have no liability for any over-limit charge or other similar charges incurred by you as a result of Our good faith attempts to charge your credit card or debit card.
- 6. TERM AND TERMINATION.** This Agreement will be effective on and from the date you first register on the Site. Upon any termination of your subscription, all rights granted to you under this Agreement will cease and your access to any restricted part of the Site will cease and you must discontinue use of any content downloaded or otherwise obtained from the Site with the sole exception of any documents provided to you as part of your subscription, including, but not limited to Our Suggested Vendor Interview Checklist.

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8. **LINKED SITES.** The Site may contain links to third-party sites that are not under Our control, such as those of e-discovery vendors. Those are provided for your convenience and We are not responsible for any content on any linked site. If you access a third-party site from the Site, then you do so at your own risk. The inclusion of any link does not imply that we accept any responsibility for the content on those third-party sites. We welcome links to the Site. You may establish a link to the Site, provided that the link does not state or imply any sponsorship or endorsement of your site by Us. You may not use on your site any Content or Marks appearing on the Site in establishing the link without Our prior express approval. Likewise, you may not frame or otherwise incorporate into another site the Content or other materials on the Site.

9. **POSTINGS AND UPLOADS.** The Site may include forums, bulletin boards, chat rooms, comments, or other opportunities through which you may provide or upload content of your own to the Site. You agree not to upload or provide any content that is: (a) libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) an infringement of the Intellectual Property Rights of any third party; (c) illegal in any way or that advocates illegal activity; (d) an advertisement or solicitation of funds, goods, or services; or (e) a software virus or contains any other harmful computer code, files, or programs. We reserve the right not to post or to remove any of your content without prior notice. You hereby represent and warrant that you own all right, title, and interest in and to any content that you provide or upload to the Site, or that you have sufficient rights, whether by implication, estoppel, or otherwise, to post such content. You agree indemnify, defend, and hold Us harmless from any and all third-party claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees and court costs) that result from a breach or alleged breach of any representation or warranty set forth in this Section. By providing or uploading any content to the Site, you grant Us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any form, media, software, or technology of any kind. In addition, you waive all moral rights in the content and warrant that all moral rights applicable to such content have been waived. You also grant Us the right to use your name in connection with the reproduction or distribution of such material.

10. **CLAIMS OF INFRINGEMENT.** Just as we require users of the Site to respect the copyrights and other intellectual property rights of Us and other third parties, We respect the copyrights and other intellectual property rights of users of the Site and other third parties. If you believe in good faith that your work has been reproduced on the Site without authorization in a way that constitutes intellectual property infringement, you may notify us by email or mail to Everything E-Discovery, LLC, Attn: Legal Department, 3801 PGA Blvd., Suite 600, Palm Beach Gardens, FL 33410, E mail: comments@e-discoverysoftwarereviews.com. You must provide the following information: (a) the identity of the infringed work, (b) the identity of the material that is claimed to be infringing and that is to be removed or access to the which is to be disabled, and location of such material; (c) your name, address, daytime phone number, and e-mail address, if available; (d) a statement that you have a good-faith belief that the use of the work is not authorized by the owner, his or her agent, or the law; (e) a statement of the accuracy of the notice and, under penalty of perjury, that you are authorized to act on behalf of the owner; and (f) your electronic or physical signature.

11. **REPRESENTATIONS AND WARRANTIES.** You hereby represent, warrant, and covenant for the benefit of Us that: (a) you have the legal right and authority to enter into this Agreement, and, if you are accepting this Agreement on behalf of a law firm or other entity, to bind the law firm or other entity to the terms of this Agreement; (b) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement you enter into in connection with the Site; and (c) all information you provide to Us in connection with this Agreement and your access to the Site is correct and current.

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**12. DISCLAIMER AND LIMITATION OF LIABILITY.**

**12.1 Disclaimer.** THE SITE IS PROVIDED "AS IS" and "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. WE DO NOT REPRESENT, WARRANT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED, DOWNLOADED FROM, OR DISTRIBUTED THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO CONSULTATIONS. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE. YOU SHOULD SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SUCH SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT. YOU AGREE THAT YOUR ACCESS TO THE SITE IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR THROUGH ACCESS TO THE SITE. EXCEPT WHERE THE LAWS AND REGULATIONS OR A PARTICULAR JURISDICTION CONCERNING WARRANTIES CANNOT BE WAIVED OR EXCLUDED BY AGREEMENT, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU RECOGNIZE THAT THE CURRENT STATE OF TECHNOLOGY DOES NOT ALLOW FOR ERROR-FREE ACCESS TO THE SITE AND INTERRUPTIONS, CRASHES, AND DOWNTIME BEYOND OUR CONTROL MAY OCCUR FROM TIME TO TIME.

**12.2 Limitations.** IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, NOMINAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH, AS A RESULT OF OR ARISING OUT OF: (a) YOUR ACCESS TO OR USE OF THE SITE, CONTENT OR SERVICES, (b) YOUR INABILITY TO USE THE SITE, CONTENT OR SERVICES; (c) ANY LOSS OF DATA AND/OR EQUIPMENT FAILURE; (d) THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE SITE, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE SITE, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; (g) ANY DELAY OR FAILURE OF THE SITE ARISING OUT OF CAUSES BEYOND OUR CONTROL; (h) THE USE OF, REFERENCE TO, OR RELIANCE ON, THE CONTENT; (i) ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE SITE; OR (j) ANY OTHER MATTER RELATING TO THE SITE, INCLUDING, BUT NOT LIMITED TO CONSULTATIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY.

**13. INDEMNIFICATION.** You hereby indemnify, defend, and hold Us harmless and Our Reviewers, employees, officers, members, agents, contractors, assigns, licensees, and successors in interest from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation arising from your accessing the Site, use of the Content, including, but not limited to Consultations, or your breach of any term of this Agreement. We will provide you with notice of any such claim or allegation, and We reserve the right to participate in the defense of any such claim at its expense.

**14. NOTICES.** Except as expressly stated otherwise, any notices required or allowed under this Agreement will be provided by you in writing to Us by e-mail to Our e-mail address listed herein. With respect to Our notices to you, we may provide notices, amendments or changes to this Agreement by posting them on the Site and you agree to frequently check for such notices, amendments or changes.

**15. GENERAL TERMS**

**15.1 Non-assignment.** You may not assign or transfer your account, your access to the Site, or any of your rights hereunder, and any attempt to do so will be null and void.

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**15.2 Integration.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except upon mutual written agreement of both parties. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**15.3 Severability.** If for any reason any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

**15.4 Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Florida, without giving effect to any conflict of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the State and Federal courts sitting in Palm Beach County, Florida. You hereby irrevocably waive the right to a trial by jury.

**15.5 Headings and References.** All references in this Agreement to Sections, paragraphs, and other subdivisions refer to the Sections, paragraphs, and other subdivisions of this Agreement unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and shall be disregarded in construing the language contained in this Agreement. The word "or" is not exclusive. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires.

**15.6 Modifications.** We reserve the right, at any time and without notice, to add to, change, update, or modify the Site and these Terms of Use, simply by posting such addition, change, update, or modification on the Site. Any such addition, change, update, or modification will be effective immediately upon posting on the Site.

**15.7 Remedies.** In the event you are dissatisfied with, or dispute, these Terms of Use, the Site or the Content, your sole right and exclusive remedy is to terminate your use of the Site and Content, even if that right or remedy is deemed to fail of its essential purpose. You confirm we have no other obligation, liability or responsibility to you or any other party.

**15.8 Contact information.** Everything E-Discovery, LLC, 3801 PGA Blvd., Suite 600, Palm Beach Gardens, Florida 33410. e-mail: [comments@e-discoverysoftwarereviews.com](mailto:comments@e-discoverysoftwarereviews.com)

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