

## Website Terms and Conditions

**(1) Purpose and Application.** These terms of use govern your use of Everything E-Discovery's (Ee) website; by using our website, you agree to these terms of use in full. If you disagree with any of these terms of use or any part of these terms of use, you must not use our website. Ee's website may use or store cookies. By using our website, you consent to our use of cookies.

**(2) License of content.** Unless otherwise stated, Ee owns the intellectual property rights in the website and all material on the website. You may view, download, and print content from our website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use. Without Ee's express written permission, you may not (a) republish material from this website; (b) sell, rent or sub-license material from the website; (c) show any material from the website in public; (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose; (e) edit or otherwise modify any material on the website; or (f) redistribute material from this website.

**(3) Acceptable use.** You may not use Ee's website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or to transmit or send unsolicited commercial communications. Likewise, you may not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, adware, malware, ransom ware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You may not conduct any systematic or automated data collection activities including, but not limited to, metadata collection, scraping, data mining, data extraction and data harvesting on or in relation to our website. You may not use our website for any purposes related to marketing without Ee's express written consent.

**(4) Access restriction.** Ee reserves the right to restrict access to areas of our website. If we provide you with a user ID and/or password so you can access restricted areas of our website or other content or services, you will keep that password confidential. You must notify us in writing immediately if you become aware of any unauthorised use of your account or password. You are also responsible for any activity on our website arising out of your failure to keep your username and/or password confidential and may be held liable for any losses arising out of such a failure. We may disable your user ID and/or password at any time in our sole discretion with or without notice or explanation.

**(5) User provided content.** You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media, including, but not limited to visual depictions of you, such as photograph or video. The term "your content" means material including, but not limited to text, images, audio material, video material and audio-visual material that you submit to or authorize to be submitted to our website. You may not submit your content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any of your content submitted to our website, or stored on our servers, or hosted or published on our website.

**(6) Limitation of warranties.** We do not warrant the completeness or accuracy of any information published on our website, nor do we insure that the website remains available or that the material on the website is kept up to date. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and its use including, but not limited to any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill.

**(7) Limitation of liability.** Your use of Ee's website is voluntary and you assume all risks and dangers and all responsibility for any losses and/or damages, including, but not limited to compensatory, special, and punitive damages, whether such loss and/or damage is caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Ee. You also voluntarily agree to release, discharge, and hold harmless Ee and its owners, agents, officers and employees from any and all claims, actions, or losses for any injury, property damage, wrongful death, loss of services, or other damage, including, but not limited to business losses, which may arise out of your use or access of Ee's website. You specifically understand that you are releasing, discharging, and fully and completely waiving any and all claims, actions, and damages, including, but not limited to compensatory, special, and punitive damages, that you may have at the present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Ee. You also agree to wear a properly secured USCG approved personal flotation device, of type 3 or better, at all times while accessing Ee's website - just kidding, you don't have to wear it, that was just to see if you were paying attention.

**(8) Indemnification.** You hereby indemnify Ee and undertake to keep it indemnified against any loss, damage, cost, liabilities and expenses, including, but not limited to legal expenses and attorneys' fees and any amounts paid by Ee to any third party whether in settlement of any claim or dispute or not on the advice of Ee's legal counsel incurred or suffered by us arising out of any breach by you of any provision of these terms of use or arising out of any claim that you have breached any provision of these terms of use.

**(9) Breach or Default.** Without prejudice to any other rights under law, if you breach these terms of use in any way, Ee may take such action as it deems appropriate to remedy the breach without notice, including, but not limited to suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**(10) Future revisions.** Ee may revise these terms from time to time without notice. Revised terms of use will apply to the use of our website from the date of publication of the revised terms of use on our website.

**(11) Assignment.** Ee may transfer or assign its rights and/or obligations under these terms of use without notifying you or obtaining your consent. You may not transfer or assign your rights and/or obligations under these terms of use. And you still have to wear the life preserver referenced in Paragraph 7 on Tuesdays from 10:00 am-10:15 am . . .still joking, just seeing if you are paying attention.

**(12) Severability.** If any whole or part of any provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable,

the other provisions will continue in effect.

**(13) Exclusion of third party rights.** These terms are for the benefit of you and EE and are not intended to benefit any third-party or to be enforceable by any third-party. The exercise of rights under these terms not subject to the consent of any third-party.

**(14) Entire agreement.** These terms constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of our website; there have been no subsequent agreements or discussions between us.

**(15) Choice of law, jurisdiction, and venue.** These terms shall be interpreted in accordance with and according to the laws of the State of Florida. Jurisdiction to enforce these terms lies with a court of competent jurisdiction in and for Palm Beach County, Florida.

**(16) Attorneys' fees and costs.** In the event of any legal action or other proceeding arising under these terms or a dispute regarding any alleged breach, default, claim or misrepresentation arising out of these terms, whether or not a lawsuit is filed, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, whether incurred before suit, during suit, or in any appeal of such legal action or enforcement of any judgment obtained. The prevailing party shall also be entitled to recover any attorneys' fees incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to that party.

**(17) Contact information.** Everything E-Discovery, LLC, 3801 PGA Blvd., Suite 600, Palm Beach Gardens, Florida 33410. (561) 316-7905. e-mail: info@everythinge-discovery.com