

## Terms of Service

The eDiscovery Assistant software service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (collectively, the Terms of Service). Your use of the eDiscovery Assistant service (the Service) constitutes your agreement to all such terms of service.

### 1. Web Site Use Generally

**a. Description.** eDiscovery Assistant is an online service providing curated legal resources for electronic discovery.

**b. No Professional or Legal Advice.** eDiscovery Assistant is not intended to be or contain legal advice. Any opinions and advice found on eDiscovery Assistant are those of the author and not necessarily those of eDiscovery Assistant. Any information supplied by any employee or agent of eDiscovery Assistant, whether by telephone, email, letter or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute professional or legal advice.

### c. Eligibility, Access, Use and Service

**i. Eligibility Requirements.** To register as a member, you must be at least 18 years of age, agree to these Terms of Service and the Privacy Policy, and complete the registration procedure. By registering as a customer, you represent and warrant that you meet this eligibility requirements, that the information you include as part of the registration process is complete and accurate and, if you are registering on behalf of any entity, that you are authorized to bind that entity to these Terms of Service. eDiscovery Assistant may accept or reject your registration in its sole discretion.

**ii. No Unlawful Or Prohibited Uses.** As a condition of your use of this Service, you warrant to eDiscovery Assistant that you will not use this Service for any purpose that is unlawful or prohibited by these Terms of Service.

**iii. Prohibited Uses Generally.** You are required to comply with all applicable law in connection with your use of the Service, and such further limitations as may be set forth herein and in any written or on-screen notice from eDiscovery Assistant. Without limiting the foregoing, you agree not to (i) use any device, software or routine to interfere or attempt to interfere, or which has the effect of interfering with the proper working of the eDiscovery Assistant Service or website. (ii) reproduce, redistribute or retransmit any information in the Service that is not expressly permitted within the software without the written permission of eDiscovery Assistant;

(iii) use or permit anyone to use the information provided through this service for any unlawful or unauthorized purpose, or in any other manner not permitted in these Terms of Service; (iv) decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, create derivative works from eDiscovery Assistant, which includes the information and software made available therein; (v) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes eDiscovery Assistant, except to the extent required in order for you to use eDiscovery Assistant in the manner expressly intended by eDiscovery Assistant; and/or (vi) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a customer or registering for any promotions offered through the Web Site. You further agree not to violate or attempt to violate the security of the Service, including, without limitation, (i) accessing data not intended for you or logging into a server or account that you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Web Site; (iv) sending unsolicited email, including promotions and/or advertising of products or services; or (v) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability. eDiscovery Assistant will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

**iv. Service Restrictions, Alterations and Terminations.** eDiscovery Assistant shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the Service. eDiscovery Assistant reserves the right, but shall not be required, to correct any delays, interruptions, errors or omissions. eDiscovery Assistant may discontinue or alter any aspect of this Service, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use this service, at eDiscovery Assistant's sole discretion and without prior notice or liability.

**v. Linking to eDiscovery Assistant.** You may provide links to eDiscovery Assistant from locations outside eDiscovery Assistant provided (a) you link only to the home page [www.ediscoveryassistant.com](http://www.ediscoveryassistant.com), (b) you do not remove or obscure, by framing or otherwise, the copyright notice or other notices in eDiscovery Assistant, (c) you give provider notice of such link by sending an email message to [support@ediscoveryassistant.com](mailto:support@ediscoveryassistant.com) and (d) you discontinue providing links to eDiscovery Assistant if notified by eDiscovery Assistant.

## **d. Ownership; Rights to Use**

**i. Copyright Rights.** You acknowledge that, other than original government works and other public domain materials, this Service contains information, graphics and other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. eDiscovery Assistant owns a copyright in the selection, coordination, arrangement and enhancement of such Content. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part. You may not upload, post, reproduce or distribute Content protected by copyright, or other proprietary right, without obtaining permission of eDiscovery Assistant.

**ii. Trade and Service Mark Rights.** All rights in the product names, company names, trade names, logos, product packaging and designs of all eDiscovery Assistant.com or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to eDiscovery Assistant or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Service confers on you any license or right under any patent or trademark of eDiscovery Assistant or any third party.

**iii. Notice of Copyright Infringement.** If you believe that your work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please provide eDiscovery Assistant's Copyright Agent with the following information:

- (i) identification of the copyrighted work claimed to have been infringed;
- (ii) identification of the allegedly infringing material on the Service that is requested to be removed;
- (iii) your name, address and daytime telephone number, and an e-mail address if available, so that eDiscovery Assistant may contact you if necessary;
- (iv) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (v) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and

(vi) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

eDiscovery Assistant's Copyright Agent for Notice of claims of copyright infringement on the Service is Kelly Twigger, who may be reached as follows:

Kelly Twigger, Esq.  
eDiscovery Assistant  
885 Arapahoe Avenue  
Boulder, Colorado 80302  
support@eDiscoveryassistant.com

eDiscovery Assistant will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

#### **e. Usernames, Passwords and Security.**

**i. Your User Identity.** Your username and password will be your identity for purposes of interacting with eDiscovery Assistant and other users through the site.

**ii. Username, Passwords, and Password Access.** You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username and password or Preview Code for the Service. You shall immediately notify eDiscovery Assistant if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Service. In the event of such loss, theft, or unauthorized use, eDiscovery Assistant may impose on you, at eDiscovery Assistant's sole discretion, additional security obligations.

**iii. Security Breaches and Revision.** If any unauthorized person obtains access to the Service as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly brief eDiscovery Assistant. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

#### **f. Responsibility for Content; Other Representations, Warranties and Covenants.**

**i. eDiscovery Assistant.** eDiscovery Assistant shall not be responsible for any use that is or is not made of the Service. Without limiting the foregoing, eDiscovery Assistant makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, relevancy, or reliability of any information or other material that are communicated

through, or posted to, the Service. You acknowledge that any reliance on information or other material communicated through, or posted to, the Service will be at your own risk.

**ii. Links to Third-Party Services.** This Service may contain links to other Services ("Linked Services"). The Linked Services are not under the control of eDiscovery Assistant and eDiscovery Assistant is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. eDiscovery Assistant is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by eDiscovery Assistant in favor of any company offering Internet services, products or services on the Linked Services.

**iii. DISCLAIMER OF WARRANTY. YOU AGREE THAT USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EDISCOVERY ASSISTANT DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE SERVICE, OR ANY PARTY THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, AND (v) WARRANTIES OTHERWISE RELATED TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY EDISCOVERY ASSISTANT OR ANY THIRD PARTY.**

**iv. LIMITATION OF LIABILITY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT EDISCOVERY ASSISTANT IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER EDISCOVERY ASSISTANT NOR ANY OF ITS PARTNERS, AGENTS, EXECUTIVES, DIRECTORS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF USE OF THIS SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THIS SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY.**

**YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON EDISCOVERY ASSISTANT.**

**g. Indemnification.** You agree to defend, indemnify and hold harmless each of eDiscovery Assistant, its partners, agents, executives, directors, employees and affiliates from any claims and expenses, including reasonable attorney's fees and court costs, arising out of or related to any violation by you, or any partner, agent, employee or affiliate of you, of this Terms of Service or your use of the Service.

**h. Privacy Policy.** You agree and consent to the terms of the eDiscovery Assistant Privacy Policy. A copy of the privacy policy can be viewed online at [www.ediscoveryassistant.com/privacy](http://www.ediscoveryassistant.com/privacy).

**i. Choice of Law and Forum.** This Agreement shall be construed and controlled by the laws of the Colorado. By using this service you agree that any dispute arising from or related to the terms of this agreement will be governed by the laws of the Colorado, without regard to its choice of law provisions. By using this service, you agree to personal jurisdiction by the state and federal courts sitting in Colorado.

**j. Arbitration.** At its sole discretion, eDiscovery Assistant may submit any controversy or claim arising out of or relating to these Terms of Service to binding arbitration conducted before one arbitrator who is knowledgeable in computer and cyberspace law. The site of any such arbitration will be in Colorado or at a place of eDiscovery Assistant's choosing. The arbitration will be conducted in accordance with the then applicable Federal Rules of Civil Procedure. The award rendered by the arbitrator will be binding and conclusive on the parties and judgment upon such award may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration. The arbitrator will not be empowered to award punitive damages to either party. California users may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 400 R Street, Sacramento, California 95814 or 1-800-952-5210 or (916) 445-1254.

**k. Severability.** If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**l. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between eDiscovery Assistant representatives and you. Upon notice published through this service or otherwise, eDiscovery Assistant may modify this Agreement at any time. USE OF THIS SERVICE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO

# eDiscovery Assistant

ALL PROVISIONS OF THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION THIS PARAGRAPH.

**m. Additional Terms.** Other Provisions that govern your use of eDiscovery Assistant are set forth in online notices appearing in connection with certain information, products, software, services, or features of eDiscovery Assistant (collectively the "Additional Terms"), all of which are incorporated by reference herein. Your use of any information, products, software, services, or features of eDiscovery Assistant that are subject to Additional Terms constitutes your acceptance of the respective Additional Terms.