

# Terms of Use

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TrustedPeer, Inc. ("**TrustedPeer**") provides the content on this Web site (the "**Site**") subject to the following terms and conditions (the "**Terms**"). These Terms constitute a binding legal agreement between TrustedPeer and you. By accessing and using this Site, you agree to these Terms.

TrustedPeer reserves the right to change or modify these Terms of Use at any time in its sole discretion. Any change or modification made by TrustedPeer will be effective immediately upon being posted on the Site. Your continued use of the Site after any changes or modifications to the Terms are posted will constitute your acceptance of the changes or modifications. Changes can be viewed by clicking on the Terms link on the Site, and we encourage you to do so, and to review these Terms, from time to time. Unless explicitly stated otherwise, any new features that augment or enhance the Site shall be subject to these Terms.

For an explanation of TrustedPeer's practices and policies related to the collection, use, and storage of our users' information, please read our Privacy Policy. If you are a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member, you have agreed and are additionally subject to Terms and Conditions of TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members ("**Terms and Conditions**"), and in the event of any conflict between these Terms of Use and the Terms and Conditions, the latter shall control.

## 1. Description of Service

This Site provides a variety of resources and information for users to find and engage with subject matter experts (the "**Services**"). The Site does not provide medical, investment or legal advice, and no attorney-client relationship is created between users of the Services and TrustedPeer or its licensors.

## 2. Rules of Conduct

Your right to access and use this Site and the Site Content therein is expressly conditioned upon your agreement to and compliance with, and you hereby agree with, the following: (a) you will not to use the Site for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by TrustedPeer; (b) your use of the Site must be in compliance with all applicable laws, rules, and regulations; and (c) you will otherwise comply with these Terms of Use, including the rules of conduct in this Section 2.

You further agree not to use the Site:

1. to abuse, harass, threaten, impersonate or intimidate other users of the Site;
2. to post or transmit, or cause to be posted or transmitted, any content that is infringing, libelous, defamatory, obscene, pornographic, abusive, offensive, profane or otherwise violates any law or right of any third party;
3. for any illegal or unauthorized purpose;
4. to create or submit unwanted email (i.e., spam) to any other users of the Site or any URL;
5. to submit stories or comments linking to affiliate programs, multi-level marketing schemes, sites/blogs repurposing existing stories (source hops), or off-topic content;
6. to attempt to impersonate another user or person;

7. to upload any content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, software, data or information;
8. to infringe on the copyright, patent, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party;
9. to solicit personal information from anyone under 18; or
10. to publicly pose information that poses or create a privacy or security risk to any person.

### **3. TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Content**

#### **Disclaimer**

Some of the content on this Site, including without limitation, the text, software, scripts, graphics, videos and the like ("**Site Content**") is created and developed by TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members and provided to TrustedPeer under license for dissemination over the Internet ("TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Content"). TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Content includes, among other things, TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member biographical and employment information. TrustedPeer cannot guarantee and makes no representations as to the completeness, suitability, accuracy or quality of TrustedPeer Expert TrustedPeer Editor or Peer Review Board Member Content, all of which is offered "as is" with no warranties of any kind, express or implied. TrustedPeer does not develop, endorse, and is not responsible for TrustedPeer Expert TrustedPeer Editor or Peer Review Board Member Content. The use of a company or entity name in TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member biographical or employment information should not be construed as an express or implied endorsement or guarantee of such company or entity by TrustedPeer. TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members are not employees or under the supervision of TrustedPeer. TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members have agreed to be bound by the Terms and Conditions and have represented, among other things, that they will not disclose information that is subject to a confidentiality obligation or participate in violation of any agreements or duties owed to employers or other third parties. TrustedPeer relies on the accuracy of these representations of the TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member and does not necessarily seek independent verification.

#### **4. Confidentiality Agreement**

TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members have agreed to and are bound by the non-disclosure provisions of the Terms and Conditions of TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members. Under these terms and conditions, they are obligated to keep in confidence all confidential information, which includes the identity of clients, information about projects and any other non-public or proprietary information of TrustedPeer or its clients. Clients are intended third-party beneficiaries under these terms and conditions and are given the right to enforce certain of these terms, including obligations of confidentiality, against TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members.

If you are not a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member, you agree not to disclose or attempt to use or personally benefit from any Confidential Information, as defined below, you learn on TrustedPeer's Platform. This obligation shall continue until such time as the Confidential Information has become publicly known through no action of your own.

**"Confidential Information"** means, and shall include: (i) the existence, title and description of any TrustedPeer project; (ii) information about actual or potential business, investment or trading decisions or transactions of any TrustedPeer client; (iii) any other non-public, proprietary or confidential information of TrustedPeer or its clients, and (iv) any intellectual property, including without limitation any trade secrets, know-how, or copyrighted information of TrustedPeer or its clients. If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Confidential Information, you agree to promptly and diligently notify TrustedPeer and cooperate fully with TRUSTEDPEER in protecting such information to the extent possible under applicable law.

## **5. Intellectual Property Rights**

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In connection with your use or receipt of Services, you may be provided with the opportunity to provide TrustedPeer or a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member (collectively, "**TrustedPeer Participants**") with information, text, content or other materials ("**User Content**"). Subject to these Terms (including with respect to each party's confidentiality obligations hereunder), you hereby grant TrustedPeer and TrustedPeer Participants a fully transferable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, sublicense, reproduce, modify and adapt such User Content in connection with the Services. To the extent that you provide User Content, you represent and warrant to TrustedPeer and the TrustedPeer Participants that (a) all User Content is your intellectual property and that you will not provide, submit or otherwise use third-party materials or content unless you have obtained all necessary rights, licenses and/or clearances to do so, (b) as between you and TrustedPeer, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content and (c) such User Content does not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice.

## **6. To Report A Concern About Content On The Site**

If you believe that any content on the Site is unlawful, defamatory, threatening, deceptive, misleading, subject to a confidentiality obligation, or constitutes material, non-public information,

notify the TrustedPeer Legal Department at Legal Department, TrustedPeer Inc., 887 Noe Street, San Francisco, CA 94114, (415) 218-3203.

## **7. Copyright Policy**

TrustedPeer prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to TrustedPeer at the address shown below, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) 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 the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. TrustedPeer will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c) (3). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. TrustedPeer's contact for submission of notices under this Section regarding claimed copyright infringement is: Legal Department, TrustedPeer, Inc., 887 Noe Street, San Francisco, CA 94114,(415) 218-3203.

## **8. Disclaimer of Warranties and Limitations of Liability**

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#### **9. Indemnification**

As a condition of your use of this Site, you agree to indemnify, defend and hold TRUSTEDPEER, our officers, directors, employees, agents and representatives harmless from and against all claims, damages, losses, costs (including reasonable attorneys fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the Terms; (b) your use of the Site or Services; or (c) your violation of the rights of any third party.

#### **10. Third-Party Web Sites**

We may provide links to third-party Web sites, and some of the content appearing to be on this Site is in fact supplied by third parties. TRUSTEDPEER has no responsibility for these third-party Web sites, which are governed by the Terms of Use and privacy policies, if any, of the applicable third-party content providers.

#### **11. TERMINATION**

You agree that TRUSTEDPEER, in its sole discretion, has the right to discontinue the Site. You further agree that TRUSTEDPEER, in its sole discretion, has the right to remove or delete Site Content or otherwise terminate or disable your access to or use of the Site (or any part thereof), in each case immediately and without notice for any or no reason, including, without limitation, if you violate, or if TRUSTEDPEER believes that you have acted inconsistently with the letter or

spirit of, these Terms. You also agree not to attempt to use the Site after any such termination. YOU AGREE THAT TRUSTEDPEER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TERMINATION OF THESE TERMS OR YOUR ACCESS TO THE SITE.

**12. Governing Law; Jurisdiction**

These Terms are governed by the laws of the State of California without reference to the principles of conflicts of laws thereof. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California, County of San Francisco with respect to all disputes arising out of or related to these Terms. In the event that any provision of these Terms is determined to be invalid, unlawful, void or unenforceable to any extent, such provision or any portion thereof shall be interpreted to best reflect the parties' intent, and the remainder of these Terms shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The failure of TRUSTEDPEER to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TRUSTEDPEER without restriction.