

eCourt Reporters Terms of Use

EFFECTIVE DATE: July 15, 2021

These eCourt Reporter Terms of Use (“Terms”) apply to your access and use of this website, content, products and related services offered by eCourt Reporters, Inc. and its subsidiaries and affiliates (“eCourt Reporters” or “we,” “us,” or “our”). By visiting our websites, including, but not limited to, <https://www.ecourtreporters.com/>, and/or submitting anything to us through our websites or other platforms operated on our behalf (collectively, our “Platform”), you agree to read, comply with, and be legally bound by: (1) these Terms; and (2) any additional terms and conditions, agreements, policies, and additional terms published on the Platform or otherwise applicable to your use of the Platform (the “Rules”). You also agree that you may be bound by, and agree to comply with, as applicable, any agreements between us and you and/or a third party on whose behalf you access our Platform (“User Agreement”). These Terms, the Rules, and User Agreements are collectively referred to in these Terms as the “Agreements.”

REVIEW THESE TERMS CAREFULLY. BY ACCESS OR USING OUR PLATFORM (IN WHOLE OR IN PART), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE OUR PLATFORM (IN WHOLE OR IN PART).

1. ACCEPTANCE AND APPLICABILITY OF AGREEMENTS

- 1.1 Acceptance of Agreements.** By accessing or using the Platform you agree to be bound by these Terms, whether you access or use the Platform as a visitor (meaning that you browse the Platform without creating an account) or as a registered user (meaning that you have created an account with us). If you want to be a registered user or otherwise use the Platform beyond browsing, you must read and confirm that you accept these Terms and any other applicable Agreements. Without limiting the foregoing, the Platform is intended for United States residents 18 years of age or older (or age of majority or older if higher in your place of residence). By accessing the Platform, you represent to us that: (1) you are a United States resident; (2) you are 18 years of age or older (or age of majority or older if higher in your place of residence); (3) you are legally able to enter into contracts; (4) that you are not a person barred from receiving or using our Platform under federal, state, local, or other laws; and (5) that you have not previously been suspended or prohibited from using the Platform for any reason other than your cancellation of your account on the Platform.
- 1.2 Changes to Terms.** We may update or modify these Terms from time to time without providing notice to you by posting a revised version of these Terms on our website. You can review the most current version of these Terms at any time by clicking the “Terms of Use” link on our website. By using the Platform after any modification of these Terms, you agree to be bound by such modifications.
- 1.3 Our Rights.** We have the right, but not the obligation, to take any of the following actions in our sole discretion without providing any prior notice to you and without liability to you or any third party:
- (a) change or terminate all or any part of the Platform;
 - (b) restrict or terminate your access to all or any part of the Platform;
 - (c) refuse, move, or remove any content that is available on the Platform; or
 - (d) deny access to the Platform to anyone at any time in our sole and absolute discretion.
- 1.4 Conflicts.** In the event of any conflict between these Terms and any other Agreement, unless otherwise specified in such other Agreement, these Terms shall control.

2. USE OF THE PLATFORM

- 2.1 Acceptable Use.** Your use of the Platform must comply with the following (“Acceptable Use Restrictions”):

- (a) You are only allowed to use the Platform for its intended purposes, as determined by us in our sole discretion.
- (b) Without limitation, you are not allowed to use the Platform to:
 - ◇ publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information, or engage in criminal behavior, or cause others to engage in any of the aforementioned conduct;
 - ◇ violate any laws;
 - ◇ transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs or other items of a destructive nature; or
 - ◇ engage in commercial activity except as expressly permitted under the applicable Agreements.
- (c) You are also prohibited from:
 - ◇ reformatting or framing any portion of the Platform;
 - ◇ using any device, software, or procedure that interferes with, or attempts to interfere with, the normal operations of the Platform;
 - ◇ taking any action that imposes, or may impose, as determined by us in our sole discretion, an unreasonable or disproportionately large load on our information technology infrastructure;
 - ◇ modifying, adapting, translating, or reverse engineering any portion of the Platform;
 - ◇ disrupting or otherwise interfering with the Platform or the networks or servers we use;
 - ◇ impersonating any person or entity or misrepresenting your connection or affiliation with a person or entity;
 - ◇ collecting or storing, or attempting to collect or store, personal information about other users of the Platform, except as expressly permitted under the applicable Agreements; or
 - ◇ engaging in any activity that is illegal under federal, state, local or other laws.

2.2 Access to the Platform. Access to the Platform requires access to the Internet. You are responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless, or other connection and service fees associated with such access. Using the Platform may allow you to receive Content on your mobile phone or wireless device. The manner in which that Content is delivered to your mobile phone or wireless device may cause you to incur extra data, text messaging, or other charges from your wireless carrier, which are your sole responsibility.

2.3 Compliance with Applicable Laws. You certify that you will comply with all applicable laws (*e.g.*, federal, state, local, and other laws) when using the Platform or any Content as permitted by, and in accordance with, the Agreements. Without limiting the foregoing, by using the Platform, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. If you access or use the Platform outside the United States, you are solely responsible for ensuring that your access to and use of the Platform in such country, territory, or jurisdiction does not violate any applicable laws. We reserve the right, but have no obligation, to, in our sole discretion, monitor where our Platform is accessed from, and the right, but not the obligation, to block or otherwise restrict access to our Platform, in whole or in part, from any geographic location.

3. OWNERSHIP OF THE PLATFORM AND CONTENT

- 3.1 Ownership.** All right, title and interest in and to the Platform, including, but not limited to, all of the software and code that comprise and operate the Platform (collectively, the “Software”), and all of the text, photographs, illustrations, images, graphics, audio, video, URLs, and other materials provided through the Platform (collectively, the “Content”) are owned by us or third parties who have licensed their content to us. The Platform is protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of the Platform is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement and enhancement of the Content of the Platform.
- 3.2 Limited License.** Subject to your acceptance of, and compliance with, the applicable Agreements, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform in a manner that is consistent with the applicable Agreements and the Platform’s intended purpose(s). You obtain no rights to the Platform except to use it in accordance with the applicable Agreements. Without limiting the generality of the foregoing, you shall not: (1) use any data mining, robots or other automatic or manual device, software, program, code, algorithm or methodology to access, copy or monitor any portion of the Platform or in any way reproduce or circumvent the navigational structure or presentation of the Platform, or obtain, or attempt to obtain, any materials or information through any means not purposely made available by us through the Platform and we reserve the right, but not the obligation, to take measures to prevent any such activity; (2) reproduce copy, duplicate, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to create derivative works of the Platform (in whole or in part); (3) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Platform (in whole or in part); (4) make the Platform (in whole or in part) available to any third party through a computer network or otherwise, including, but not limited to, distributing or making use of the Platform (in whole or in part) over a network where it could be used by multiple devices at the same time; (5) export the Platform (in whole or in part) to any country outside the United States (whether by physical or electronic means); (6) use the Platform (in whole or in part) in a manner prohibited by applicable laws, regulations and/or the applicable Agreements; or (7) use the Platform in violation of the Acceptable Use Restrictions (collectively, the “Prohibited Activities”). You will be solely liable for any damages, costs or expenses arising out of or in connection with your commission of any Prohibited Activities. You shall notify us immediately upon becoming aware of the commission by any person of the Prohibited Activities and shall provide us with reasonable assistance with any investigations we may conduct in light of the information provided by you in this respect.
- 3.3 Our Marks.** The eCourt Reporters names and logos (including, but not limited to, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks, and logos appearing within the Platform, unless otherwise noted, are trademarks (whether registered or not), service marks, and/or trade dress of eCourt Reporters (collectively, “Our Marks”). All other trademarks, product names, company names, logos, service marks, and/or trade dress (collectively, “Other Marks”) mentioned, displayed, cited, or otherwise indicated within the Platform are the property of their respective owners. You are not authorized to display or use Our Marks in any manner without our prior written permission. You are not authorized to display or use any Other Marks that appear on the Platform without the prior written permission of the applicable third party.

4. ACCOUNTS

- 4.1 Registration.** You may be required to open an account or register with eCourt Reporters in order to use some of the features on the Platform, including, but not limited to, using the Platform to schedule court reporting services with other users of the Platform. In order to register for an account, you must be an authorized user under the applicable User Agreement. In connection with your account registration, you must provide true, accurate, current, and complete information about yourself as may be prompted in any registration form. If any information you previously provided to eCourt Reporters changes, you must promptly update the relevant information. Without limiting any of our rights under the Agreements, eCourt

Reporters may terminate your account in the event you are no longer an authorized user under the applicable User Agreement.

- 4.2 Account Security and Responsibility.** You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password and account. You agree to: (1) notify eCourt Reporters immediately of any unauthorized use of your account or any breach of security; and (2) ensure that you fully log out of your account at the end of each session. You must set up your account in your own name. You further agree not to use anyone else's account on the Platform. eCourt Reporters cannot and will not be liable for any loss or damage arising from your failure to comply with this provision or any of the applicable Agreements. If eCourt Reporters suspends or terminates your account, you acknowledge that all information and content associated with such account will no longer be available to you.
- 4.3 Additional Information Sharing.** If you open an account, you understand that eCourt Reporters will collect and maintain information related to your use of the Platform. eCourt Reporters connects, though may not always display, that information to your account in order to conduct our business operations.
- 4.4 Our Termination or Suspension of Your Account.** Without limiting any other rights we have under the applicable Agreements, in the event we determine, in our sole discretion, that your account information may be compromised due to your personal device being infected with a virus, malware, other malicious code, or due to other theft of your account information, we reserve the right, but do not have the obligation, to invalidate, delete, or otherwise modify your account in order to protect your account, the accounts of other users, and our systems from further damage or exposure. This may include proactively changing your password. If we need to do this, we will make reasonable efforts to inform you of any modifications made via the email address listed on your account or other viable means of communication.
- 4.5 Cancellation.** Subject to restrictions and other obligations set forth in the applicable Agreements, you may close your account by contacting us at info@ecourtreporters.com and following the instructions we provide. If you cancel your account, these Terms shall be terminated and your license to access and use our Platform shall immediately terminate and you must discontinue all use of the Platform. Please note, in some circumstances, we may not permit you to close your account, including in situations where: (1) you are not permitted to close your account pursuant to the terms of an applicable User Agreement; (2) you have an open dispute or claim; (3) if your account is subject to a hold; and/or (4) you are cancelling your account in an attempt to evade any investigation.

5. YOUR CONTENT, STATEMENTS, AND PERSONAL INFORMATION

- 5.1 User Content.** The Platform may provide users with the ability to add, create, upload, submit, distribute, post, or share content on or through the Platform, including, but not limited to, website links, opinions, information, photos, profiles, videos, and audio clips (collectively, "User Content"). If you provide any User Content ("Your Content"), you expressly grant, and warrant that you have the right to grant, us a non-exclusive, irrevocable, worldwide, transferable, royalty-free, perpetual license to publicly display, publicly perform, reproduce, distribute, create derivative works of, and sublicense Your Content in any manner or through any media now known or later developed without any payment obligation to you. Without limiting the foregoing, you acknowledge and agree that Your Content may be viewable by any other users of the Platform (whether registered or unregistered). Further, you understand and agree that we have the right, but not the duty, to pre-screen, edit, refuse, move or remove any of Your Content posted to the Platform.
- 5.2 Private Messages.** The Platform may provide you with the ability to send private messages to other users of the Platform ("Private Messages"). Private Messages are not considered User Content and we will not intentionally make any such Private Messages available to any party other than the intended recipient. However, you should remain mindful that there is an inherent risk in the use of the Internet. Private Messages may be intercepted without our knowledge or consent, collected illegally and/or forwarded by recipients to

others. We cannot guarantee the security of any information, including your Private Messages, that you disclose online, and you do so at your own risk.

- 5.3 Abusive and Offensive Language.** Abusive or offensive language will not be tolerated on our Platform, social media sites, or with our personnel. You are not entitled to make untrue, malicious and/or damaging comments with regard to our operations in any media or forum.
- 5.4 Personal Information.** By using the Platform, you are consenting to the collection, use, disclosure, transfer and sharing of your Personal Information by eCourt Reporters, including, but not limited to, sharing such Personal Information with companies other than eCourt Reporters as described in our Privacy Policy (available at <https://www.ecourtreporters.com/privacy-policy/>). Our Privacy Policy may be updated from time to time, so please review it regularly. If you do not accept the terms of our Privacy Policy, please discontinue use of the applicable portions of our Platform.
- 5.5 Feedback.** By submitting ideas, suggestions, documents, proposals, products, and/or technologies (“Ideas” or “Innovations”) to us in any way, you acknowledge and agree that: (1) your Ideas and/or Innovations do not contain confidential or proprietary information; (2) we are not under any obligation of confidentiality, express or implied, with respect to the Ideas and Innovations; (3) we shall be entitled to disclose (or choose not to disclose) such Ideas and Innovations for any purpose and in any way; (4) we may have something similar to the Ideas and Innovations already under consideration or in development; (5) your Ideas and Innovations which are not subject to a patent, automatically become our property without any obligation to you; and (6) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

6. TERMINATION

- 6.1 Right to Terminate.** Subject to the terms set forth in the applicable Agreements, in addition to, and not in lieu of, any of our other rights set forth in these Terms, we reserve the right, with or without notice and in our sole discretion, to terminate these Terms, your account, and/or your ability to access the Platform for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms, or in the case of any activity by you that may harm eCourt Reporters or other users, including, but not limited to, fraud, abuse of privileges, or misuse of the Platform. You agree that we will not be liable to you or any third party for any such termination.
- 6.2 Effects of Termination.** If we exercise our termination rights available under the applicable Agreements, your license to access and use our Platform shall immediately terminate and you must discontinue all use of the Platform affected by such termination.
- 6.3 Fraudulent Activity.** If we suspect that you are engaging in any fraudulent, abusive, or illegal activity, we may refer such matter to appropriate law enforcement authorities.
- 6.4 Survival.** The provisions of these Terms which by their nature are intended to survive the termination or cancellation of these Terms shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation. Without limiting the foregoing, the provisions of these Terms regarding indemnity and limitations of liability shall survive the termination or cancellation of these Terms.

7. USER AND THIRD PARTY CONTENT

- 7.1 User Content.** Your reliance on any User Content is at your own risk. We do not participate in any way in the development of any User Content. You acknowledge and agree that we and other third parties are not responsible or liable for, nor do we endorse, any User Content that appears on the Platform.
- 7.2 Links to Third Party Websites.** Our Platform may include links to other websites or services solely as a convenience to you. You acknowledge and agree that we are not responsible for the availability of such external sites or resources and that we do not endorse and are not responsible or liable for any such linked sites or other information, material, products or services contained on other linked sites or accessible through

other linked sites. Furthermore, we make no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites. Your access to and use of linked sites, including information, material, products and services on linked sites or available through linked sites is solely at your own risk.

8. YOUR LIABILITY

8.1 Agreement to Indemnify. YOU AGREE THAT YOU WILL ONLY USE THE PLATFORM IN ACCORDANCE WITH THE APPLICABLE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE (OR ANY OF OUR SUBSIDIARIES OR AFFILIATED COMPANIES) INCUR ARISING FROM ANY BREACH BY YOU OF THESE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, OUR SUBSIDIARIES AND AFFILIATES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES (THE "RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF OUR PLATFORM, YOUR CONNECTION TO OUR PLATFORM, YOUR VIOLATION OF THE APPLICABLE AGREEMENTS, OR YOUR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY.

8.2 Additional Remedies. The Released Parties reserve the right to seek all remedies available at law and in equity for your violation of the applicable Agreements, including the right to block access from a particular Internet address to the Platform and/r report misuses to law enforcement.

9. DISCLAIMERS

9.1 Disclaimer of all Warranties

(a) THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PLATFORM (INCLUDING, BUT NOT LIMITED TO, ANY SOFTWARE COMPRISING ANY PORTION OF THE PLATFORM), WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE PLATFORM WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS OR OTHER HARMFUL SOFTWARE OR HARDWARE.

(b) YOU HEREBY ACKNOWLEDGE THAT THE PLATFORM MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE PLATFORM AND/OR TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE PLATFORM CAUSED BY SUCH FACTORS.

(c) WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA, INCLUDING, WITHOUT LIMITATION, YOUR CONTENT OR ANY OTHER INFORMATION YOU SUBMIT THROUGH THIS WEBSITE.

(d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

- 9.2 Use of Platform at Your Sole Risk.** YOUR ACCESS TO AND USE OF THE PLATFORM, DOWNLOAD OF ANY SOFTWARE RELATING TO THE PLATFORM, AND USE OF ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE PLATFORM IS AT YOUR SOLE OPTION, DISCRETION, AND RISK. WE SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE SOFTWARE RELATING TO THE PLATFORM, BUGS OR VIRUSES RESULTING IN LOST DATA OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE, OR SOFTWARE. FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE THE PLATFORM BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE REDUNDANT OR BACKUP NETWORKS AND/OR SYSTEMS.
- 9.3 No Creation of Warranty.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN OBTAINED BY YOU FROM ANY OF THE RELEASED PARTIES THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 9.4 Third Party Statements.** WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR STATEMENTS, ADVICE, AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED ECOURT REPORTERS SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE, OR OPINIONS PROVIDED BY ANY THIRD PARTIES, AND SUCH STATEMENTS, ADVICE, AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE, OR OPINIONS OF ECOURT REPORTERS.
- 9.5 No Legal Advice.** THE PLATFORM IS NOT INTENDED TO PROVIDE LEGAL ADVICE.

10. LIMITATION OF LIABILITY

- 10.1 Maximum Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO YOUR USE OF THE PLATFORM SHALL BE THE AMOUNT OF \$100.
- 10.2 No Liability for Incidental Damages.** IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE PLATFORM.
- 10.3 Applicability of Limitations.** THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 10.4 Notice to California Residents.** IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. DISPUTE RESOLUTION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

- 11.1 Waiver of Rights.** YOU AGREE THAT BY ACCESSING AND/OR USING THE PLATFORM YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE RELEASED PARTIES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS-MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING.
- 11.2 Venue for Litigation.** ANY CAUSE OF ACTION OR CLAIM UNDER THESE TERMS MUST BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURT LOCATED IN (OR WHOSE JURISDICTION COVERS) WALWORTH COUNTY, WISCONSIN, AS APPROPRIATE, AND YOU AGREE TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES.
- 11.3 Time to Bring a Claim.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR ARISING IN ANY WAY TO THESE TERMS, YOUR ACCESS TO AND/OR USE OF THE PLATFORM, OR YOUR DEALINGS WITH THE RELEASED PARTIES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE PLATFORM MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2) YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.
- 11.4 Prevailing Party.** IN ANY LITIGATION BETWEEN YOU AND THE RELEASED PARTIES IN CONNECTION WITH THESE TERMS, YOUR ACCESS TO AND/OR USE OF THE PLATFORM, OR YOUR DEALINGS WITH THE RELEASED PARTIES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE PLATFORM, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND COSTS IN SUCH LITIGATION FROM THE OTHER PARTY.

12. ADDITIONAL TERMS

- 12.1 Governing Law.** These Terms will be governed by the laws of Wisconsin, without giving effect to any principles of conflicts of laws.
- 12.2 Severability.** If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the applicable Terms shall continue in effect.
- 12.3 Waivers.** Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- 12.4 Admissibility of Terms.** A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 12.5 Assignment.** We reserve the right to transfer, assign, sublicense or pledge these Terms, in whole or in part, to any person without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms.

12.6 Headings. The section headings and sub-headings contained in these Terms are for convenience only and have no legal or contractual effect.

12.7 Support. If you have any questions or concerns about the Platform or these Terms, please email us at info@ecourtreporters.com.