

Terms of Use

By accessing, visiting, using and/or submitting information to www.researchspecialistsllc.com, its sub-domains and affiliated sites (collectively “www.researchspecialistsllc.com”), you agree to be bound by the terms and conditions of this Agreement of Terms of Use (this “Agreement”) and our Privacy Policy, located at www.researchspecialistsllc.com (the “Privacy Policy”). For purposes of this Agreement and the Privacy Policy, the terms “we,” “us,” or “our” means Research Specialists, LLC.

This Agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Amendments of this Agreement

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice to you. If we do this, we will post the changes to this Agreement on this page and will indicate at the top of this page the date these terms were last revised. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Our last update was **September 1, 2009**. Your access and use and continued access and use of www.researchspecialistsllc.com following the posting of any terms, conditions or changes shall automatically be deemed your acceptance of all changes. It is your duty to check this Agreement to determine if there have been any changes to this Agreement and to review such changes.

Consideration and Your Compliance with this Agreement

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such

consideration includes, without limitation, your ability to visit, use and/or submit information to www.researchspecialistsllc.com. You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, we may monitor your access and use of www.researchspecialistsllc.com in accordance with our Privacy Policy.

www.researchspecialistsllc.com is not Intended for Minors

www.researchspecialistsllc.com is not intended to be used by, and is not directed to, anyone less than 18 years of age. You represent that you are at least 18 years of age. If we receive a complaint which states that a user is under 13 years of age, we will comply with the requirements of the Children's Online Privacy Protection Act of 1998 ("COPPA").

Your Access and Use of www.researchspecialistsllc.com

Your right to access and use www.researchspecialistsllc.com is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use www.researchspecialistsllc.com for lawful purposes and pursuant to the terms and conditions of this Agreement and our Privacy Policy.

Your access and use of www.researchspecialistsllc.com may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of www.researchspecialistsllc.com or other actions that we, in our sole discretion, may elect to take. We reserve the right to suspend or discontinue the availability of www.researchspecialistsllc.com and/or any portion or feature of www.researchspecialistsllc.com at any time in our sole discretion and without prior notice.

Any action by you that, in our sole discretion: (i) violates the terms and conditions of this Agreement and/or our Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of www.researchspecialistsllc.com; or (iii) through the use of www.researchspecialistsllc.com, defames, abuses, harasses, offends or

threatens, shall not be permitted, and may result in your loss of the right to access and use www.researchspecialistsllc.com.

You shall not:

- metatag or frame www.researchspecialistsllc.com, without our prior express written permission;
- disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of www.researchspecialistsllc.com are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- interfere with or disrupt www.researchspecialistsllc.com or servers or networks connected to www.researchspecialistsllc.com;
- “stalk” or otherwise harass other users;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, any employee, officer or director or affiliate of Research Specialists, LLC, forum leader, guide or host, or falsely state or misrepresent your affiliation with a person or entity;
- forge headers;
- disguise the origin of any content transmitted through www.researchspecialistsllc.com;
- collect or store personal data about other users; or
- directly solicit business for yourself or others.

User Account, Password and Security

You may receive a password and account. You are responsible for all activities that occur under your account and with your password. You must protect your password and account from unauthorized use. You must

immediately notify us of any unauthorized use of your account or password or any other breach of security.

Public Forums

www.researchspecialistsllc.com may act as a venue, through its blogs, messaging, chat rooms, bulletin boards and other forums (collectively, the "Forums"), allowing the users to contribute information and make statements, including, without limitation, any responses to legal questions posted on www.researchspecialistsllc.com and any other comments, opinions, recommendations, answers, analysis, references, referrals or legally related content or information ("User Generated Content"). We are not involved in the actual transmission of User Generated Content provided for in the Forums. As a result, we do not approve or endorse any User Generated Content in the Forums.

WE DO NOT MONITOR, REVIEW, OR SCREEN ALL POSTINGS AND HAVE NO WAY OF INDEPENDENTLY VERIFYING THE INFORMATION POSTED ON www.researchspecialistsllc.com OR PROVIDED TO US BY OTHERS.

YOU SHOULD NOT PROVIDE PERSONAL INFORMATION TO OTHER USERS OR POST PERSONAL INFORMATION IN A PUBLIC PLACE WHERE SUCH INFORMATION MIGHT BE USED TO HARM OR HARASS YOU. QUESTIONS AND ANSWERS OR OTHER POSTINGS TO www.researchspecialistsllc.com ARE NOT CONFIDENTIAL AND ARE NOT SUBJECT TO ATTORNEY-CLIENT PRIVILEGE.

You hereby acknowledge and agree that we have no control over the quality, correctness, timeliness, safety, truth, accuracy or legality of any User Generated Content provided for by you or any other person or entity in the Forums. You may find User Generated Content posted in the Forums by other users to be offensive, harmful, indecent, objectionable, inaccurate or deceptive, and you hereby waive any legal or equitable rights or remedies you have or may have against us with respect to such User Generated Content. Please use caution and common sense, and do not rely solely on User Generated Content published in the Forums. Without limiting the generality of the foregoing, and although we do not regularly review User Generated Content provided for in the Forums, we reserve the

right, but not the obligation, to remove or edit any User Generated Content in the Forums. In addition, although we reserve the right to review, remove or edit any content from www.researchspecialistsllc.com, we do not routinely screen, monitor, review, remove, or edit the content of any User Generated Content, including, without limitation, any responses to legal questions posted on www.researchspecialistsllc.com and any other comments, opinions, recommendations, answers, analysis, references, referrals or legally related content or information (collectively "Legal Information"). As a result, we have no control over and we do not warrant or guarantee the accuracy, adequacy, applicability, completeness, currency or quality of any such User Generated Content, Legal Information or the qualifications of those posting User Generated Content and Legal Information.

We assume no responsibility for information posted on www.researchspecialistsllc.com by others, including, but not limited to, users and advertisers.

Consent to Receive Emails

By using www.researchspecialistsllc.com, you consent to receive emails from www.researchspecialistsllc.com. Please note that as long as you maintain an account, you may not "opt out" of receiving service or account-related emails from www.researchspecialistsllc.com.

Reference to any service providers or organizations, educational institutions, courts, associations, organizations, publications, licenses, accreditations, ratings, evaluations, endorsements, reviews, products, services, processes or other information, by name, trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

Transmissions, Submissions and Postings to www.researchspecialistsllc.com.

If you transmit, submit or post information to www.researchspecialistsllc.com that is not Federally trademarked and/or copyrighted, you automatically grant us and our affiliates the worldwide,

fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission from us to transmit, submit or post information to www.researchspecialistsllc.com that is Federally trademarked and/or copyrighted, you automatically grant us and our affiliates the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

You shall not upload, transmit, submit or post the following to www.researchspecialistsllc.com:

- Information that infringes our or any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- Information that violates any law, statute, ordinance or regulation;
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to us or third parties or that infringes on our or any third party's rights of publicity or privacy;
- Information that contains any viruses, worms, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Information containing or constituting chain letters, mass mailings, political campaigning, pyramid schemes, or any form of "spam";
- Information that is false, inaccurate or misleading;
- Commercial advertisements or solicitations without our written permission; or

- Federally trademarked and/or copyrighted information without our written permission.

Although we do not regularly review your transmissions, submissions or postings, we reserve the right, but not the obligation, to edit, refuse to post or remove your transmissions, submissions or postings. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Content you post or store or provide to www.researchspecialistsllc.com. Pursuant to our Privacy Policy, we may review transmissions, submissions or postings made by you to determine, in our sole discretion, your compliance with this Agreement.

You shall be solely responsible for all your transmissions, submissions or postings (i.e., your own User Generated Content) and the consequences of transmitting, submitting or posting them.

Our Intellectual Property Rights

The names “www.researchspecialistsllc.com” and our graphics, logos, page headers, button icons, scripts, and service names are our or our affiliates’ trademarks or trade dress, in the United States and/or other countries (collectively, the “Proprietary Marks”). You may not use the Proprietary Marks without our prior express written permission, which permission may be withheld in our sole discretion. We make no proprietary claim to any third-party names, trademarks or service marks appearing on www.researchspecialistsllc.com. Any third-party names, trademarks, and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in, or downloadable from, www.researchspecialistsllc.com (collectively, the “Content”), including, without limitation, all text, graphics, charts, pictures, photographs, images, line art, icons, renditions and floor plans, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (the “Collective Work”). All software used on www.researchspecialistsllc.com (the “Software”) is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content and/or the

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You are solely responsible for any damage resulting from your infringement of our or any third party's intellectual property rights regarding the Trademarks, the Content, the Collective Work, the Software and/or any other harm incurred by us or our affiliates as a direct or indirect result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

Your Use of the Content

We grant you a limited license to access, print, download or otherwise make personal use of the Content and the Collective Work in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, for your non-commercial use; provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. You may not modify the Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble the Content and the Collective Work, or transfer the Content or the Collective Work to another person or entity.

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than the non-commercial use of the Content and the Collective Work as permitted by this Agreement, is permitted by you without our express prior written permission, which permission may be withheld in our sole discretion.

You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express written permission, which permission may be withheld in our sole discretion.

Linking Policy

We prohibit you from including text links to content on www.researchspecialistsllc.com on your Web site(s).

Access and Interference

You agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor www.researchspecialistsllc.com or any portion of www.researchspecialistsllc.com or for any other purpose, without our express written permission which may be withheld in our sole discretion. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from www.researchspecialistsllc.com without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of www.researchspecialistsllc.com or any activities conducted on www.researchspecialistsllc.com; or (iv) bypass measures we may use to prevent or restrict access to www.researchspecialistsllc.com. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from www.researchspecialistsllc.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. You shall not collect or harvest any personally identifiable information, including account names, from www.researchspecialistsllc.com. You shall not use any communication systems provided on www.researchspecialistsllc.com (i.e., Forums or e-mail) for any commercial or solicitation purposes. You agree not to solicit for commercial purposes any users of www.researchspecialistsllc.com without our prior, written consent.

Electronic Communications

When you visit www.researchspecialistsllc.com or send e-mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by e-mail or by posting notices on www.researchspecialistsllc.com. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Third Party Links

There may be provided on www.researchspecialistsllc.com links to other Web sites belonging to our advertisers, business partners, affiliates and other third parties. Such links do not constitute our endorsement of those Web sites, nor the products or services listed on those Web sites. We are not responsible for the activities or policies of those Web sites. We do not endorse or recommend the products of any particular advertiser, business partner, affiliate or other third party. You agree that we are not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, for any failure to deliver any merchandise or services promised, or for any losses or damages you may incur as the result of your dealings with any advertisers, business partners, affiliates and other third parties.

Copyright Infringement

It is our policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including, without limitation, responding to notices of alleged copyright infringement, and other applicable intellectual property laws. We shall in appropriate circumstances disable and/or terminate the accounts or passwords of users who may infringe or repeatedly infringe our or others' copyrights or other intellectual property rights.

Notifications (each a "Notification") of claimed copyright infringement should be sent by either express mail or U.S. mail to our designated agent. Our designated agent contact information is set forth below:

Address of Designated Agent to Which Notification Should be Sent:

Research Specialists, LLC
P.O. Box 810935
Boca Raton, Florida 33481

Pursuant to Title 17, United States Code, Section 512(c)(3), to be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner (“Complaining Party”) of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, United States Code, Section 512:

1. We will remove or disable access to the material that is alleged to be infringing;
2. We will forward the written Notification to the alleged infringer ("Subscriber"); and
3. We will take reasonable steps to promptly notify the Subscriber that we have removed or disabled access to the material.

Counter Notification:

Pursuant to Title 17, United States Code, Section 512(g)(3), a Subscriber may counter a Notification by providing a written communication ("Counter Notification") to our designated agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which our offices may be found, and that the Subscriber will accept service of process from the person who provided the Counter Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, United States Code, Section 512:

1. We will promptly provide the Complaining Party with a copy of the Counter Notification;
2. We will inform the Complaining Party that we will replace the removed material or cease disabling access to the removed material within ten (10) business days; and
3. We will replace the removed material or cease disabling access to the removed material not less than ten (10), nor more than fourteen (14) business days following receipt of the Counter Notification, provided our designated agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the removed material on our network or system.

NO LEGAL ADVICE

Information posted or made available on or through www.researchspecialistsllc.com, including without limitation Legal Information is not intended to constitute legal advice or to create an attorney-client relationship between you and any attorney. Such Legal Information is intended for general informational purposes only and should be used only as a starting point for addressing your legal issues. Such Legal Information is not a substitute for an in-person or telephone consultation with an attorney licensed to practice in your jurisdiction about your specific legal issue, and you should not rely upon such Legal Information.

You understand that questions and answers or other postings to www.researchspecialistsllc.com are not confidential and are not subject to attorney-client privilege.

We do not select, screen, approve, endorse or limit who can post Legal Information, including those who contribute responses to legal questions posted on www.researchspecialistsllc.com.

Although we reserve the right to review, remove or edit any content from www.researchspecialistsllc.com, we do not routinely screen, monitor, review, remove, or edit the content of User Generated Content, including

without limitation, Legal Information. As a result, we have no control over and we do not warrant or guarantee the accuracy, adequacy, applicability, completeness, currency or quality of any such Legal Information or the qualifications of those posting User Generated Content, including without limitation, Legal Information.

WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY LEGAL INFORMATION YOU ENCOUNTER ON OR THROUGH www.researchspecialistsllc.com, AND ANY USE OR RELIANCE ON LEGAL INFORMATION IS SOLELY AT YOUR OWN RISK.

We Make No Representations or Warranties

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Limitations on Our Liability

WE SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF www.researchspecialistsllc.com; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE www.researchspecialistsllc.com FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH www.researchspecialistsllc.com, OR OTHERWISE ARISING OUT OF THE USE OF www.researchspecialistsllc.com, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE, OUR AFFILIATES AND/OR OUR

SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.

WE ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS IN ANY INFORMATION OR MATERIALS CONTAINED ON www.researchspecialistsllc.com, INCLUDING WITHOUT LIMITATION, ATTORNEY, CPA OR OTHER SERVICE PROVIDER PROFILE INFORMATION.

WE HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY LEGAL INFORMATION YOU ENCOUNTER ON OR THROUGH www.researchspecialistsllc.com, AND ANY USE OR RELIANCE ON LEGAL INFORMATION IS SOLELY AT YOUR OWN RISK.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER-GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO www.researchspecialistsllc.com MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

Your Indemnification of Us

You shall defend, indemnify and hold harmless us and our officers, directors, members, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to:

(i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by us; (iii) your access or use of www.researchspecialistsllc.com; (iv) access or use of www.researchspecialistsllc.com under any password that may be issued to you; and/or (v) your transmissions, submissions or postings (i.e., your own User Generated Content).

Our Remedies

You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Palm Beach County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law; Arbitration

You agree that: (i) www.researchspecialistsllc.com is and shall be deemed solely based in the State of Florida; and (ii) www.researchspecialistsllc.com shall be deemed a passive Web site that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than the State of Florida. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration,

before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING www.researchspecialistsllc.com YOU CONSENT TO THESE RESTRICTIONS.

Arbitration shall not commence until the party requesting it has made the required deposits with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Palm Beach County, Florida.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and us, respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or we be entitled to punitive damages and both you and we hereby waive rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit

or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by us from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement and our Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or www.researchspecialistsllc.com, please contact us.

Privacy Policy

Personal information we collect about you comes from you, your transactions, activities with us, and from reporting agencies. We may utilize any information you provide both internally and with vendors and or subcontractors as needed to provide any services contracted for.