

Terms of Use for Website and Privacy Policy

Tenaglia Law and eDiscovery Services (herein after referred to as “Website”) is a law firm website owned and operated by **Aimee Tenaglia, Esq.**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME). YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION XII BELOW. YOU UNDERSTAND AGREE THAT THE PUROSE OF THIS SITE IS TO AID THE SITE’S READERS IN DETERMINING THE PROBLEM(S) OF AN AIRCRAFT AND NOT TO DIRECTLY AID YOU IN REPAIRING THE AIRCRAFT. REPAIRS OF AN AIRCRAFT SHOULD ONLY BE MADE BY QUALIFIED AND CERTIFIED AIRCRAFT MECHANICS.

I. Intellectual Property. The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the *Website Content*) and all intellectual property rights to the same are owned Aimee Tenaglia, Esq.

d/b/a Tenaglia Law and eDiscovery Services, our licensors, or both. Additionally, all trademarks, service marks, and trade names that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

II. Website Access and Use.

A. Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

B. Except as expressly permitted in these Terms of Use, you may not:

- 1.** Remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;
- 2.** Circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or

restrict use or copying of any content or enforce Limitations on the, use of the Website or Website Content;

3. Use an automatic device (such as a robot or spider) or manual process to copy or scrape the Website or Website Content for any purpose without the express written permission of Aimee Tenaglia, Esq. Notwithstanding the foregoing, Aimee Tenaglia, Esq. d/b/a Tenaglia Law and eDiscovery Services grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
4. Collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;
5. Solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
6. Attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
7. Decompile, reverse engineer, or disassemble any portion of any the Website;
8. Use network-monitoring software to determine architecture of or extract usage data from the Website;
9. Encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership without permission, etc.);
10. Violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
11. Engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.
12. You agree to cooperate fully with (Name of Owner) to investigate any suspected or actual activity that is in breach of these Terms of Use.

III. Conditions for Linking to Website. Upon your acceptance of these Terms of Use as evidence by your clicking where indicated below your acceptance of and agreement to these terms, we hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Website and does not criticize or otherwise injure the Website, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post,

publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved.

IV. Website Contact and Third Party Content and Third Party Links.

A. We provide the Website including, without limitation Website Content for educational and promotional purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

B. In some instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

C. The Website may contain links to other Websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party Websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party Websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their Website.

V. Indemnification. You agree to indemnify and hold harmless Aimee Tenaglia, Esq. and its employees, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: **(i)** your access to or use of the Website; **(ii)** any actual or alleged violation or breach by you of these Terms of Use; **(iii)** any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or **(iv)** your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

VI. Disclaimers. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. AIMEE TENAGLIA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE

ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

VII. Limitation on Liability.

A. UNDER NO CIRCUMSTANCES SHALL AIMEE TENAGLIA, ESQ. AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF AIMEE TENAGLIA, ESQ. AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY AIMEE TENAGLIA, ESQ. DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100.

C. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

VIII. Applicable Law. The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Tennessee and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of said State shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IX. Amendment; Additional Terms.

A. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or Additional Terms that may govern your use of the Website generally, unique parts of the Website, or both.

X. Miscellaneous.

A. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

B. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

C. **Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party.

D. **Attorney's Fees.** In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

E. **Mandatory Arbitration.** Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

F. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

G. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

XI. Privacy Statement.

When accessing our Website, Aimee Tenaglia, Esq. will learn certain information about you during your visit. How we will handle information we learn about you depends upon what you do when visiting our site. If you visit our site to read or download information on our pages, we collect and store only the following information about you:

1. The name of the domain from which you access the Internet;
2. The date and time you access our site; and
3. The Internet address of the Web site you used to link directly to our site.

A. If you identify yourself by sending us an e-mail containing personal information, then the information collected will be solely used to respond to your message. The information collected is for statistical purposes. Aimee Tenaglia, Esq. uses software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

B. For site security purposes and to ensure that this service remains available to all users, Aimee Tenaglia uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Aimee Tenaglia, Esq. will not obtain personally identifying information about you when you visit our site, unless you choose to provide such information to us, nor will such information be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.

C. California Privacy Rights. Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information as defined under California law during the preceding year for third party direct marketing purposes. You are limited to one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing at:

Aimee Tenaglia, Esq.

d/b/a Tenaglia Law and eDiscovery Services
1066 McCrary Road
Lebanon, TN 37090

E-Mail Address: aimee@tenagialaw.com

D. Keeping Your Information Secure. We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your *personally identifiable information* (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in

notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

E. Other Sites; Links. Our Website may link to or contain links to other third party Websites that we do not control or maintain, such as in connection with purchasing products referenced on our Website and banner advertisements. We are not responsible for the privacy practices employed by any third party Website. We encourage you to note when you leave our Website and to read the privacy statements of all third party Websites before submitting any personally identifiable information.

F. Contact and Opt-Out Information. You may contact us as at aimee@tenagliaw.com if you have questions or comments about our Privacy Policy; (ii) wish to make corrections to any personally identifiable information you have provided; (iii) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (iv) wish to withdraw your consent to sharing your personally identifiable information with others. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our Website.

G. Sole Statement. This Privacy Policy as posted on this Website is the sole statement of our privacy policy with respect to this Website, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Website.

BY ACCESSING THIS SITE, YOU AGREE TO THE ABOVE TERMS OF USE AND PRIVACY POLICY.