

Terms of Use
Faber Daeufer & Itrato PC

These terms of use (these "**Terms of Use**" or "**Terms**") apply to the services and information (collectively, the "**Services**") that Faber Daeufer & Itrato PC ("**Faber**" "**we**", "**our**", or "**us**") provides to you: (i) through our website at www.faberlawgroup.com (each, our "**Website**" or "**Site**"); (ii) while using the services and information available via the Website; and (iii) in other instances in which we notify you that these Terms apply (collectively, the "**Services**") (the Services, together with the Website and Website Content, the "**Platform**"). These Terms govern your use of the Platform and your provision of information while using the Platform. Please read these Terms carefully because they impose legal obligations on you and on Faber, and establish our legal relationship.

To assist you in using the Platform and to ensure a clear understanding of the relationship arising from your use of the Platform, we have created these Terms of Use and Privacy Policy. Our Privacy Policy explains how we treat information that we have about you, and our Terms govern your use of our Platform. Our Terms apply to anyone that uses our Platform (collectively, "**you**" and "**your**").

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR PLATFORM. BY USING OUR PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, THEN PLEASE DO NOT USE OUR PLATFORM.

1. Your Agreement. These Terms govern your use of the Platform. Please read these Terms carefully as they impose legal obligations on you and us. By accessing and using our Platform, you acknowledge and agree to be legally bound by these Terms. In addition, for certain Services, we may further confirm your consent by asking you to click an "I accept" or similar button. If you do not agree with these Terms, please refrain from using our Platform.

2. Grant of Rights to Users. Based on your agreement to comply with these Terms, we grant you the right to access and use all publicly available areas of our Website, Website Content (as defined below), and Services in order to: (i) learn more about Faber and our services; (ii) provide information to us through our Website; (iii) download and print pages on our Website; and (iv) access Services available through the Website (collectively, the "**General Permitted Purposes**"). We strictly prohibit use of the Website, Website Content, and Services for any purpose other than the General Permitted Purposes.

3. Faber Ownership; Reservation of Rights. All information, articles, resources, software, artwork, trademarks, text, video, audio, pictures, logos, and other content on the Platform, including all associated intellectual property rights (collectively, the "**Website Content**"), are the property of Faber and its licensors, are protected by U.S. and international copyright and other intellectual property laws, or are used under principles of fair use. Faber and its licensors retain all rights with respect to the Platform except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the Website Content or other components of the Platform unless specifically authorized in writing to do so by Faber. The term "Website Content" expressly excludes Submitted Content.

4. Submitted Content. The term "**Submitted Content**" means information that you submit to our Website or otherwise make available to us, including, but not limited to: (i) feedback, comments, and suggestions you provide to us; (ii) questions or comments that you provide to us; (iii) images and audiovisual files that you provide to us; and (iv) any other information or materials you provide to us or post directly or indirectly on our Website.

4.1 Grant of Rights in Submitted Content. By providing Submitted Content, and subject to your rights in Personal Information set out in our Privacy Policy, you authorize us to copy, modify, display, distribute, perform, use, and otherwise exercise applicable rights in the Submitted Content without compensation to you and for so long as we deem warranted (collectively, the "**Use Rights**"). In addition, you authorize us to permit third parties to exercise these Use Rights as necessary. By way of example, the Use Rights include the right for us to publish Submitted Content on our Website in whole or in part, and whether cropped, adopted, altered, or otherwise manipulated, for as long as we choose.

4.2 Requisite Permission for Providing Submitted Content. By providing Submitted Content, you represent and warrant that you own such Submitted Content (including any copyright and other intellectual property rights therein), or that you have obtained sufficient authority and right in and to the Submitted Content in order to provide the Use Rights.

4.3 Submitted Content Containing Personal Information. If you provide Submitted Content to that includes Personal Information (as such term is defined in our Privacy Policy), we will treat such Submitted Content in accordance with our Privacy Policy.

4.4 Right to Decline Submitted Content. We expressly reserve the right to refuse to use (or to disable or remove) Submitted Content for any reason, including, but not limited to, if we conclude, in our sole discretion, that the Submitted Content violates these Terms or our Privacy Policy, or is incompatible with the purposes of our Website or operations.

5. Code of Conduct; Revocation or Suspension of Use Privileges. By using our Website, you agree to comply with these Terms, and to follow our code of conduct (the "**Code of Conduct**"), which is set out below. Under this Code of Conduct, you shall not:

- Use the Platform for purposes that are unlawful, obscene, harmful, hateful, invasive of the privacy of others, objectionable, or otherwise prohibited by these Terms.
- Use the Platform in a manner that could disable, overburden, or impair Platform or interfere with another party's use and enjoyment of the Platform, such as through sending "spam."
- Seek to obtain access to any Services, Website Content, materials, accounts, or information through hacking, data harvesting, data mining, or through other means we have not intentionally made available to you through the Platform.
- Infringe Faber's or any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

We reserve the right at any time to terminate or suspend your use of some or all of the Website if you engage in activities that we conclude, in our sole discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

6. Links to Third Party Websites. Our Website may contain links or references to other websites. We have no control over these other sites or their content and do not assume responsibility or liability for any content, opinions, or material available on them. We do not endorse the content of any third party site, nor do we warrant that a third party site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. If you link to any third party site through the Platform, please be aware that you are doing so at your own risk. We encourage you to review any third party website's terms of use and privacy policy as those, and not our Terms and Privacy Policy, are applicable to your use of their site and any information that they collect.

7. Warranty Disclaimer. SUBJECT TO SECTION 19 (RELATIONSHIP TO ENGAGEMENT LETTER), FABER DOES NOT PROMISE THAT THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, OR WITHOUT INACCURACIES. THE WEBSITE, WEBSITE CONTENT, AND SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE OR WEBSITE CONTENT, OR USE THE SERVICES, YOU DO SO AT YOUR OWN RISK. FABER DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM OR ACCESS VIA THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES OR INACCURACIES.

SUBJECT TO SECTION 19 (RELATIONSHIP TO ENGAGEMENT LETTER), FABER DISCLAIMS: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE PLATFORM; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE PLATFORM, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK.

8. Limitation of Liability. SUBJECT TO SECTION 19 (RELATIONSHIP TO ENGAGEMENT LETTER), UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL FABER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF, OR ARE RELATED TO, YOUR USE OF THE PLATFORM. IN NO EVENT SHALL FABER'S AGGREGATE

LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE PLATFORM EXCEED U.S. \$100.00.

9. Indemnity. You agree to defend, indemnify, and hold Faber and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms, including, without limitation, a claim that Submitted Content or other material that you provide to us violates rights held by a third party or applicable law.

10. Monitoring Website Use. You agree that we have the right and discretion to monitor any activity and content associated with our Platform. We may investigate any reported violation of these Terms or complaints relating to the Platform, and may take any action that we believe is appropriate including, but not limited to, removing materials and terminating/suspending your access to the Platform.

11. Modifications to these Terms. If we modify these Terms, then such modifications shall take effect proactively, upon your subsequent access to the Platform. You may print out a copy of these Terms for your records.

12. Assignment. These Terms shall not be assignable by you, either in whole or in part. We reserve the right to assign the rights and obligations under these Terms for any reason and in our sole discretion.

13. General. These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in, the state and federal courts sitting in the judicial district that includes Waltham, Massachusetts. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

14. Claims Against Other Users. You agree that in the event that you have any right, claim, or action against visitors or other users of our Platform arising out of that person's use of the Platform, then you will pursue such right, claim, or action independently of and without recourse to us.

15. Translations. These Terms may be translated into languages other than English (collectively, "**Translations**"). Any communications sent by us to you shall be sent in English. Dispute resolution procedures arising out of either these Terms or the Translations shall be conducted in English, and the English version of these Terms shall control over the Translations.

16. Survival. In addition to any right or obligation that by its nature or intent is intended to survive any termination or expiration of these Terms, the following provisions shall survive the termination or expiration of these Terms and shall apply indefinitely: (i) Section 3 (Faber Ownership; Reservation of Rights); (ii) Section 4 (Submitted Content); (iii) Section 7 (Warranty Disclaimer); (iv) Section 8 (Limitation of Liability); (v) Section 9 (Indemnity); (vi) Section 13 (General); (vii) Section 16 (Survival); and (viii) Section 19 (Relationship to Engagement Letter).

17. Contact Us. We welcome your feedback or suggestions. If you would like to contact us, please call us at 1-781-795-4700 during our business hours or via email at: website@faberlawgroup.com.

18. Additional Terms. Certain portions of the Website and Services may be subject to additional or different terms and conditions. We will notify you if those portions of the Website or Services are subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in those portions of the Website or applicable Services if you do not agree with the differing terms and conditions.

19. Relationship to Engagement Letter. If you have executed an engagement letter with us, then these Terms do not supersede the engagement letter. In the event of a conflict or inconsistency between the terms and conditions of the engagement letter and these Terms, the terms and conditions of the engagement letter shall control.

20. Complete Agreement. Subject to Section 19 (Relationship to Engagement Letter), these Terms of Use must be read in conjunction with our Privacy Policy and the provisions of our Privacy Policy are incorporated herein. To the extent that the

Terms of Use conflict with the Privacy Policy, the terms of the Privacy Policy shall control. Please note that, except as expressly stated otherwise, these Terms of Use only apply to your use of our Platform. Subject to Section 19 (Relationship to Engagement Letter), these Terms and the Privacy Policy set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

21. Effective Date. The effective date of these Terms of Use is April 29, 2022.

22. Copyright and Legal Notice. © 2021 Faber Daeufer & Itrato PC. All rights reserved. No part of this content may be reproduced, stored in any form without written permission from Faber Daeufer & Itrato PC.