



EXPERTWIRED TERMS & CONDITIONS (CLIENTS)

Last updated April 12th, 2022

Terms & Conditions

Welcome to Expertwired, owned and operated by Expertwired B.V., the limited liability company registered at the Dutch Chamber of Commerce under number 77211960 (“Expertwired”). Expertwired provides an online marketplace platform and services that connect users providing information and advice (each “Expert” and collectively, the “Experts”) with users seeking information and advice (each “Client” and collectively, the “Clients”) (collectively, the “Services”), which Services are accessible at www.expertwired.com and any other websites and (mobile) applications through which Expertwired makes the Services available (collectively, the “Site”). By using the Site, you agree to comply with and be legally bound by these terms & conditions (hereafter “Terms & Conditions”), whether or not you become a registered user of the Services. These Terms & Conditions (hereafter referred to as ‘Terms & Conditions’, ‘Terms’ or ‘T&C’) govern your access to and use of the Site and Services and all Collective Content (as defined below) and constitute a binding legal agreement between you and Expertwired. Any breach by you of these Terms & Conditions may result, among other things, in immediate termination of use and access to the Site and Services offered by Expertwired.

In these Terms & Conditions, “you” and “your” refer to the individual or entity that uses the Site or Services and can, unless the context requires otherwise, refer to either Clients or Experts and vice-versa. “We”, “us”, or “our” refer to Expertwired.

Please read carefully these Terms & Conditions and our Privacy Policy, which may be found at www.expertwired.com. If you do not agree to these Terms & Conditions, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site in accordance with these Terms & Conditions may subject you to civil and criminal penalties.

Modification

Expertwired reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms & Conditions, including the Service Fee and Other Fees (both as defined below), at any time and without prior notice. If we modify these Terms & Conditions, we will post the modified version on the Site. We will also update the “Last Updated Date” at the top of these Terms & Conditions. Modifications to these Terms & Conditions shall automatically be effective upon posting. By continuing to access or use the Site or Services after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Terms & Conditions. If the modified Terms & Conditions are not acceptable to you, your only recourse is to cease using the Site and Services.

Key Definitions

“Consultation” means the sharing of information by Experts facilitated by Expertwired, including but not limited to, telephone consultation, tele- or videoconference, online survey, direct messaging, or any other digital means of interaction to share knowledge between Client(s) and Expert(s).

“Member” means an individual person or company representative who completes Expertwired’s account registration process as described in the “User Account Registration” section below, and includes, without limitation, Experts and Clients.

“Listing” means an offer by an Expert to provide services via the Site.

“Consultation Fee” means the financial compensation charged to Clients (excluding VAT).

“Expert Fee” means the financial compensation payable to Experts.

“Expert Hourly Rate” means the hourly rate of an individual Expert (set by the Expert him/herself).

“Platform Fee” means the fees charged to Clients for the use of the Site and Services where related to telephone consultation, tele- or videoconference interactions between Client and Expert.

“Base Fee” means the periodic subscription fees charged to Clients for the access to and use of certain features and functionalities on the Site and Services, including but not limited to the (log-in protected) management system.

“Other Rates” mean the rates for the use of the Services not directly related to telephone consultation, tele- or videoconference interactions such as, but not limited to, interview audio files, transcripts, surveys, bespoke research and other consulting services.

“Other Fees” mean the fees charged to Clients for the use of the Site and Services not directly related to telephone consultation, tele- or videoconference interactions between Client and Expert, such as surveys, bespoke research and other consulting services. In the event an effort is required from the Expert, which is other than telephone consultation, tele- or videoconference interactions, a separately agreed compensation to the Expert (not related or based on the Expert Hourly Rate) will be agreed with the Expert.

“Content” means text, graphics, images, music, audio, video, information or other materials.

“Platform Content” means all Content made available through the Site or Services, including any Content licensed from a third party, but excluding Expert Content.

“Expert Content” means all Content that an Expert posts, uploads, publishes, submits or transmits to be made available through the Site or Services and includes, without limitation, professional profile information.

“Collective Content” means Expert Content and Platform Content.



“UAR Content” means all content made available to Expertwired by Expert and Clients related to User Account Registration (“UAR”) including, but not limited to, payment processing data and other specific additional information Expertwired requires to validate your identity as an individual or business and your authority to purchase our Services.

Please note these ‘Key Definitions’ is not a comprehensive list of all definitions in this document and does not deny the existence of other definitions made in this document.

Overview

Expertwired is a network of Experts, often business professionals, business owners, employees and academics in various industries and geographies, that provide consulting services to Expertwired’s Clients via Expertwired’s online marketplace platform. Expertwired’s Clients are institutional investment firms, consulting firms, banks, corporations and others who perform research. Based on Clients’ needs, we will contact appropriate Experts to ascertain whether they are suitable and available for a Consultation in connection with the Client’s needs.

How the Site and Services work

The Site is a platform for users to search, select, and engage in Consultations in order to exchange information with Experts. Users may view, in full or with limitations set at the sole discretion of Expertwired, Collective Content, Expert Hourly Rates, Other Rates and the Platform Fee as an unregistered visitor to the Site and Services; however, if you wish to use the Services, Expertwired might require you to first register to create an account, or might require specific additional information from you to validate your identity as an individual or business and your authority to purchase our Services.

Expertwired’s role is solely to facilitate the availability of the Site and Services and to provide services related thereto, such as Consultation scheduling, payment & messaging integration, Consultation facilitation, Consultation recordings & transcripts and analyses of provided Expert Content. Expertwired does not provide, and is not responsible for the Expert Content or any information or advice exchanged between Clients and Experts during Consultations or otherwise.

User Account Registration (UAR)

Direct Registration: To access certain features of the Site and to create a Listing, you might be required to register to create an account (“Expertwired Account”) and become a Member. You may register directly via the Site or as described in this section.

We will create your Expertwired Account for your use of the Site based upon the information you provide to us. You may not have more than one (1) active Expertwired Account per private individual and/or per corporate legal entity. Subscribers (i.e. Members with a subscription agreement) may have multiple users



per Expertwired Account (e.g. for several employees at your company). In such case, there will always be one (1) Admin User with rights and responsibility to manage entitlements of other sub-users.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Expertwired reserves the right to suspend or terminate your Expertwired Account and your access to the Site and Services if you create more than one (1) Expertwired Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password when you have been provided with a password that provides access to the log-in section of our Site. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Expertwired Account, whether or not you have authorized such activities or actions. You will immediately notify Expertwired of any unauthorized use of your Expertwired Account.

Listings

Experts create Listings to offer services to Clients including information regarding the expertise the Expert offers as well as pricing and other (financial) terms applicable to the offering. Expert Listings will be made publicly available via the Site and Services and/or are non-public but made available via the Site within a logged-in Client environment.

Clients are able to schedule and/or request a Consultation via the Site and Services based upon the information provided in (an) Expert Listing or Listings. You understand and agree that price quoted under Listings are provided by Experts and are non-negotiable.

You acknowledge and agree that Experts are solely responsible for Listings they post. Please note that Expertwired assumes no responsibility for the content of Listings or for any Expert's compliance with any applicable laws, rules and regulations.

You understand and agree that Expertwired is not involved in the interactions between Experts and Clients and does not refer or endorse or recommend particular Experts to Clients. Expertwired is not a party to any agreements entered into between Experts and Clients.

Expertwired reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Expertwired, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

No Endorsement

As stated above, Expertwired does not endorse any of its Experts. In addition, although these Terms & Conditions require Experts to provide accurate information, we do not attempt to confirm, and do not confirm, any Experts purported identity, credentials or accurateness of the Expert Content provided by Experts. You understand and acknowledge that Experts are not employees or agents of Expertwired but are independent contractors (please see section below 'Independent Contractor Status') using the Site and



Services to market their expertise to Clients and the public. You acknowledge that Expertwired will not be liable for any loss or damage caused by your reliance on information provided by Experts or information contained in Expert Content.

By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Experts will be limited to a claim against the particular Experts who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Expertwired with respect to such actions or omissions.

Expert Eligibility

Experts may become an Expert and participate in a Consultation if, and only if, all of the following compliance conditions are satisfied, where the Expert's:

1. membership and participation would not present any conflict of interest.
2. membership and participation would not cause the Expert to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, they provide or have provided consulting services).
3. membership and participation would not cause the Expert to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, his/her employer, previous employers or any company to which, or through which, he/she provides or has provided consulting services).
4. membership and participation would not result in the disclosure of any confidential or proprietary information (including trade secrets) not owned exclusively by the Expert.
5. membership and participation would not result in any communication or disclosure to any third party of any material non-public information concerning any public company or security.
6. membership and participation would not violate any law, rule or regulation.

All Experts are explicitly instructed to decline or discontinue participation in any Consultation or interaction with Clients that would result in a violation of any of the conditions above.

Experts are solely responsible for determining whether you are permitted to join Expertwired and to participate in Consultations. Before applying to join Expertwired, Experts must review any and all legal agreements that could restrict ability to participate, including, without limitation, employment agreements, consulting agreements, non-disclosure agreements, employee handbooks, codes of ethics and similar employment policies. Experts should also consider whether they should obtain consents or waivers from their employer, clients or any other third parties (if applicable, in each instance) to ensure that the Expert is permitted to act as an Expert. An Expert's participation in any Consultation with any Client is at the Expert's sole discretion.



Experts are never obligated to accept or continue any Consultation and may decline to participate or continue to participate in any Consultation at any time.

No Legal privilege

As a Client you are not allowed to perform Consultations involving your/a legal counsel. If Experts have reason to believe you are or will involve a legal counsel during the Consultation, the Expert is instructed to directly terminate the Consultation and promptly notify us. Expertwired does not allow Consultations on the Expertwired platform for the purpose of a claim of legal privilege and will not be liable to any knowledge shared or interaction that has occurred on the platform with such aim or purpose, even if the knowledge sharing has already taken place or continuous to be taking place without Expertwired's notification thereof by either the Expert or Client.

Compliance acknowledgement

You represent that you understand and have read these **Terms & Conditions** and represent that you have reviewed the **Quick Guide to Key Rules, Frequently Asked Questions** and the **Compliance** page(s) on Expertwired's website at least once during the 12 months prior to each Consultation in which you participate.

Privacy

You agree that Expertwired may collect, synthesize and retain information about you, from sources including, without limitation, yourself, your activities through Expertwired and third-party sources (hereafter, "Personal Information"). Expertwired will treat Personal Information in accordance with Expertwired's **Privacy Policy** (found on Expertwired's website). If your membership in Expertwired ends, you agree that Expertwired may preserve Personal Information, provided that Expertwired accords such Personal Information the protections set forth in its then-current Terms & Conditions privacy policies. You agree that Expertwired may use and share Personal Information to, without limitation, contact you concerning your participation in Expertwired, to manage your membership in Expertwired, to administer compliance policies and procedures, to market Expertwired's services, and to comply with applicable laws and requests from government authorities. You agree that Expertwired may also utilize Personal Information to manage, improve and promote its business. As part of its compliance screening, Expertwired and its Clients reserve the right to conduct background checks on you, either internally or utilizing third-party services, and to confirm your professional and educational history. You agree that we may disclose Personal Information as required by law, to protect Expertwired's rights, or for the prevention, detection or disclosure of a crime. You (as a Client) may be required by law or their compliance policies to disclose Personal Information about Consultations; in the occurrence of this, Clients have to notify and request Expertwired on privacy@expertwired.com before making such disclosures, and to disclose any of such Personal Information of Experts only if and after having received email confirmation by Expertwired. Expertwired will not sell Personal Information to third-party marketers or similar



organizations, unless you provide consent or we determine that it is appropriate in response to a law, regulation, rule, government request, prudential concern or legal process. Expertwired is compliant with the European Union General Data Protection Regulation and consistent with its compliance therewith these Terms and Conditions are modified by the **European Union General Data Protection Regulation and Data Transfer Addendum**, which constitute an integral part of these Terms and Conditions.

Application of the Terms & Conditions

By becoming a Client, you represent and warrant to us that you are in compliance with each of the conditions, agreements, acknowledgments, representations, covenants, warranties and other obligations included in these Terms & Conditions.

You understand and acknowledge that each Expertwired employee, affiliate and affiliate employee is an intended third-party beneficiary of these Terms & Conditions and shall therefore have the right to enforce your compliance with them.

Clients are not allowed to ask an Expert or Experts to sign a separate agreement in connection with a particular Consultation facilitated by Expertwired and you understand and acknowledge that it would cause you to violate these Terms & Conditions. Expertwired does not endorse such separate agreements and/or any related documents and disclaims all liability for the content shared between Experts and Clients under such separate agreements or any consequences that may arise from or relate to such separate agreements.

We typically do not participate in Consultations between Experts and Clients and shall not be liable or responsible to you in any manner whatsoever for Consultations arranged by us. You are solely responsible for ensuring your continued compliance with the Terms & Conditions. You agree to cooperate fully in any inquiry concerning actual, alleged, or potential violations of these Terms & Conditions.

To encourage the Experts' vigilance and care in complying with these Terms & Conditions, Experts may submit a payment request for a full scheduled duration of the Consultation that they choose to terminate early for the purpose of complying with them.

Confidentiality

Experts are instructed to keep and maintain as strictly confidential, and agree not to communicate, reveal, or disclose, all "Confidential Information" to Expertwired or its Clients. "Confidential Information" includes any and all nonpublic information, in any form or medium, written, oral or otherwise, concerning or relating to Expertwired, any of its affiliates or any Client, **including, but not limited to, the names of any Clients and Clients' employees, questions posed by any Client and the topics discussed, information or materials**



shared, opinions expressed or work commissioned by Expertwired or any Client. In the event Experts are required to disclose Confidential Information under applicable law, they are instructed to promptly notify Expertwired and to fully cooperate with Expertwired in exercising any right or exemption available to prevent the disclosure of Confidential Information to the extent permitted under applicable law.

You (as a Client) shall not use Confidential Information for any purpose other than those specifically permitted by these Terms & Conditions. Without limiting the foregoing, you shall not use Confidential Information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality hereunder shall survive until the Confidential Information becomes generally known to and available for use by the public other than because of a disclosure by you or any other person under legal obligation not to disclose the information.

Cancellation policy & rescheduling

You (as a Client) may cancel or reschedule a Consultation without penalty up to 24 hours prior to the scheduled time of the Consultation. Cancellations within 24 hours of the scheduled time of the Consultation will be charged at the minimum charge of 60 minutes. Rescheduling requests can be made up to 12 hours prior to the scheduled time of the Consultation without penalty, provided the Consultation will be successfully rescheduled to an alternative timeslot. Expertwired charges Clients an Administration Fee of EUR 50 for each rescheduling request made within 12 hours of the scheduled time of the Consultation. Rescheduled calls that are cancelled by the Client are charged at the minimum charge of 60 minutes, regardless of the time between the cancellation request and the scheduled time of the Consultation.

Late-show

In the event you (as a Client) are a so-called 'late-show' (first 10 minutes) to a scheduled Consultation you will be charged for the minimum charge of 60 minutes. If the Expert is a late-show, you as the Client is only charged for the actual duration of the call from the moment the Expert joined the call.

No-Show

In the event you (as a Client) are a so-called 'no-show' to a scheduled Consultation you will still be charged at the minimum charge of 60 minutes. Expertwired regards Clients to be a 'no-show' if in the 10 minutes from the start of the scheduled timeslot for the Consultation the Client is not dialing in or logging in to the audio/video call and has not notified us (Expertwired) via alternative means. If technical difficulties are preventing Clients to dial-in due to a technical failure caused by the Expertwired platform, we advise Clients to directly notify us. In such events the Client will not be charged, and the Consultation will be rescheduled.

Experts are allowed to cancel, or request to reschedule Consultations at all times prior to the scheduled time without penalty by Expertwired, nor resulting in any liability or commitment towards Clients. Also, in



this regard if the Expert is a no-show, there is charge made to the Client nor does it result in any liability or commitment towards Clients relating to this Expert consultation.

Mismatch guarantee (“grace period”)

After initiation, you (as a Client) may terminate **within the first 10 minutes** an already initiated audio/video call Consultation without charges being made to you if, and only if:

- the Expert is a clear mismatch with your expert search requirements known to Expertwired (‘valid reason’), whereby Expertwired reserves the right, in its sole discretion, to decide if the reasons provided by the Client are deemed ‘valid’ to waive the payment obligation of the Client

or

- if an Expert has clearly misrepresented his/her experience (‘false representation’).

Above only applies if the total duration of the call is less than 10 minutes and you have notified us via support@expertwired.com within 12 hours after termination of the call. Any Consultations which have been longer than 10 minutes will be charged at the actual duration of the Consultation with a minimum charge rate of 60 minutes.

We strongly advise Clients to provide vetting questions to Expert searches and to use the direct messaging feature on the Expertwired platform allowing you to verify and connect directly with Experts prior to Consultations and reducing the possible occurrence of mismatches.

Consultations and Financial Terms for Clients

The amount due and payable by you (as a Client) relating to Consultations with Experts is referred to as the “Consultation Fee” and is for audio/video call Consultations calculated based on the Expert Hourly Rate, the actual duration of the Consultation with a minimum of one hour. Additional Services may be applicable and charged separately.

In consideration of the audio/video call Services, Expertwired charges you (as a Client) a fee (the “Platform Fee”) based on a percentage added to the calculated Expert Fees. The current applicable percentage is twenty percent (20%).

Total fees charged to Clients may be subject to additional charges depending on the payment method chosen.

Subscription fees charged to Clients for the access to and use of certain features and Services of the (non-public) Site can be applicable. Expertwired offers various types of paid subscriptions, for which pre-paid,



monthly or annual charges may be applicable, referred to as “Base Fee” and possible other fees, such as for usage limit extension packages. Please refer to our pricing section on the Site for the current applicable rates and Services.

Fees as quoted on our Site, are in Euros (or other currency if indicated). Please note that it is each individual Expert, and not Expertwired, setting their individual Expert Hourly Rate. All fees are stated excluding VAT.

You (as a Client), not Expertwired, are solely responsible for honoring any confirmed Consultations. If you choose to enter into a transaction with an Expert by scheduling or requesting a Consultation via the Site, these Terms & Conditions and other terms, conditions, rules and restrictions associated with such Consultation may apply. You acknowledge and agree that you, and not Expertwired, will be responsible for performing the obligations of any such agreements, and Expertwired is not a party to such agreements and disclaims all liability arising from or related to any such agreements.

You (as a Client) agree to pay Expertwired all applicable Fees due in connection with the use of the Services. In order to initiate a Consultation, you understand and agree that Expertwired reserves the right, in its sole discretion, to obtain a pre-authorization of your credit card, or charge your credit card a nominal amount in order to verify your credit card. At the end of each Consultation, Expertwired will process and collect the Fees payable in accordance with these Terms & Conditions and the terms of the Listing. Please note that Expertwired cannot control any fees that may be charged to a Member by his or her bank related to Expertwired’s collection of the Fees, and Expertwired disclaims all liability in this regard.

In connection with your payment, you will be asked to provide customary billing information such as name, billing address and credit card information either to Expertwired or its third-party payment processor. You agree to pay Expertwired for any consummated Consultations and Services in accordance with these Terms & Conditions, by one of the methods described on the Site. You hereby authorize the collection of such amounts by charging the credit card provided or the other pre-authorized payment processor, either directly by Expertwired or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site. If you are directed to Expertwired’s third party payment processor, you may be subject to terms and conditions governing use of that third party’s service and that third party’s personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your transaction is complete you will receive a confirmation email summarizing your confirmed Consultation and/or additional Services.

Termination of membership

You may terminate your paid subscription with Expertwired at any time with 30 days’ notice prior to the end date of your subscription term. The duration of your subscription term is monthly, 12-months or 24-months and will be automatically prolonged unless Expertwired received your cancellation request by



written notice to support@expertwired.com or by cancellation via the Site. Details of your contract can be found in your Expertwired Account settings.

Termination shall not relieve either party of its obligations under these Terms & Conditions intended to survive termination, which include, but are not limited to: Privacy, Application of the Terms & Conditions, Confidentiality, User Conduct, Ownership, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, Governing Law and Venue and Miscellaneous.

Site User Conduct

Using our Site and Services you agree to comply with and be legally bound by these User Conduct terms as set out below and forms an integral part of our Terms & Conditions, this entire agreement.

You understand and agree that you are solely responsible for compliance with any, and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Services and Content. In connection with your use of our Site and Services, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- use manual or automated software, devices, scripts robots, other means or processes to access, "scrape", "crawl" or "spider" any web pages or other services contained in the Site, Services or Content;
- use the Site or Services for any commercial or other purposes that are not expressly permitted by these User Conduct Terms; copy, store or otherwise access any information contained on the Site, Services or Content for purposes not expressly permitted by these User Conduct Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
- "stalk" or harass any other user of our Site or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Expertwired Member;



- register for more than one Expertwired account or register for a Expertwired account on behalf of an individual other than yourself;
- contact an Expert for any purpose other than asking a question related to the Services,
- contact a Client for any purpose other than asking a question related to the Services;
- recruit or otherwise solicit any other Member to join third party services or websites that are competitive to Expertwired, without Expertwired's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site or Services;
- use the Site and Services to find an Expert and then complete a transaction independent of the Site or Services in order to circumvent the obligation to pay any fees related to Expertwired's provision of the Services;
- as an Expert, submit any Listing with false or misleading information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, or any individual element within the Site or Services, Expertwired's name, any Expertwired trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Expertwired's express written consent;
- access, tamper with, or use non-public areas of the Site, Expertwired's computer systems, or the technical delivery systems of Expertwired's providers;
- attempt to probe, scan, or test the vulnerability of any Expertwired system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Expertwired or any of Expertwired's providers or any other third party (including another user) to protect the Site, Services or Collective Content;



- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Expertwired will have the right to fully investigate and prosecute violations of any of the above at the fully extend of the law. Expertwired may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Expertwired has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Expertwired reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Expertwired, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

Ownership

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of the Netherlands and foreign countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Expertwired and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

Intellectual Property

You are solely responsible for the content that you share or create in connection with your performance of services hereunder. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format (hereafter, "IP"), that you provide to Expertwired, Experts, Clients or third parties in connection with your performance of such services. IP that you create in connection with any Client Consultation shall be owned by Expertwired and the Client who requested the Consultation, and the Client may use such IP for any purpose permitted under applicable law and that Client's agreement with Expertwired. Any inventions, discoveries or improvements that are based in any way on any IP you create in the course of a Consultation, and all intellectual property rights in such inventions, discoveries or improvements, shall be owned entirely by the Client. Any IP that created by Experts prior to, or independently of, any Consultation (hereafter, "Expert IP") remains the property of the Expert. However, with respect to any Expert IP that is shared or otherwise provided to a Client in connection with a Consultation, you shall automatically grant Expertwired and that Client a perpetual, world-wide, royalty-free, and transferable license to use such Expert IP. Without limiting the foregoing, you further agree that Expertwired and the Client is free to use any ideas, concepts, know-how, or techniques



contained in any IP shared with or otherwise provided to this or these Clients for any purpose whatsoever, including, but not limited to, devising, manufacturing, promoting and selling products and services using such information.

Indemnification

You agree to indemnify and hold harmless Expertwired and its affiliates, and their respective officers, directors, employees and representatives (collectively, the “Expertwired Parties”) from any and all actions, causes of action, claims, charges, demands, cost, expenses and damages (including attorneys’ fees and expenses) and liabilities of any kind whatsoever directly or indirectly resulting from, arising out of or in connection with your breach or violation of any and all provisions of these Terms.

Limitation of Liability

You agree that under no circumstances will Expertwired Parties be liable to you or to any other party for any indirect, incidental, consequential, exemplary, or punitive damages arising from or relating to your services and other conduct as an Expert, a Client, Site visitor, Site user or Member or your interactions otherwise with Expertwired Parties, Experts or Clients. Expertwired Parties shall not be liable for any claims against you by third parties. In no event shall the maximum cumulative liability of Expertwired Parties arising from or related to any conduct in connection with these terms and conditions exceed the fees paid by Expertwired to you hereunder for the relevant Consultation or survey in the month such liability is alleged to have arisen.

Expertwired agrees not to seek to impose upon your liability for indirect, incidental, consequential, exemplary or punitive damages based on your performance of services under these Terms, so long as such damages do not arise out of or relate to a failure by you to comply with these Terms, or conduct that constitutes gross negligence or intentional misconduct. Collectively, the terms in this paragraph constitute the “Limitation of Liability.”

Arbitration, Governing Law and Venue

The validity, interpretation, performance, and enforcement of these Terms shall be governed by Dutch law without regard to the conflicts of laws principles thereof, and without regard to the geographic location or country of residence of either Clients or Experts.

Any dispute, controversy or claim arising from or relating to these terms and conditions shall be fully and exclusively finally settled by an arbitration held in the Netherlands. you hereby irrevocably and unconditionally waive any rights you may have to a trial by jury with respect to any such dispute, controversy or claim relating to this agreement.

The arbitrator may grant any remedy that he or she deems just and equitable within the scope of this arbitration agreement, except that he or she may not, under any circumstance, grant a remedy inconsistent with or in violation of the Limitation of Liability. The award of the arbitrator shall be final and binding and



judgment thereon may be entered in any court having jurisdiction. You hereby unconditionally and irrevocably submit to the jurisdiction of the Netherlands.

Miscellaneous

No failure or delay by either Expertwired in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither these Terms nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred, in whole or in part, by operation of law or otherwise, by you without our prior written consent (which consent we may withhold in our sole discretion), and any such assignment, delegation or transfer by you without such prior written consent shall be null and void and of no force or effect whatsoever.

These Terms shall be binding upon and inure solely to the benefit of Expertwired, the Expertwired parties and Clients of Expertwired. As used in these, the word "including" shall mean "including, without limitation," in all cases. Whenever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms, and these Terms shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.