

Terms of Use

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Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Site

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site.

You are responsible for making all arrangements necessary for you to have access to the Site; and ensuring the security of the computers and systems you are using to access the Site.

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1. Identification of the copyrighted work that you believe to be infringed.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material. Your name, address, telephone number and (if available) e-mail address.
3. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
4. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
5. A signature or the electronic equivalent from the copyright holder or authorized representative. Our agent for copyright issues relating to this Site is the contact indicated at the end of these Terms of Use.

If notified of an allegation that the Site contains infringing information, materials or other content, EBG may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the same from the Site and from any other media or server where the infringing content may be stored or displayed by ebglaw.com. Notices to ebglaw.com regarding any alleged copyright infringement should be sent to webmaster@ebglaw.com.

Prohibited Uses

You may use the Site for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use;
- To impersonate or attempt to impersonate ebglaw.com, an EBG employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- To engage in any other conduct that restricts or inhibits anyone's use of the Site, or which, as determined by us, may harm the ebglaw.com or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- Use any manual process to monitor or copy any of the material on the Site for any unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- Otherwise attempt to interfere with the proper working of the Site

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Dispute Resolution

If we end up in a legal dispute, it will take place in New York, applying New York law. You understand that you must file a claim against us within one year after the issue arose.

If we do not satisfy your concerns regarding any alleged violation and you wish to pursue a claim against us, you agree to engage in mediation in the event that direct negotiations fail to resolve your concerns. The period for mediation shall be thirty (30) days unless the parties mutually agree to an extension. If mediation fails, the parties will arbitrate the dispute pursuant to the applicable rules of the Judicial Arbitration and Mediation Services (“JAMS”). Any arbitration shall take place in New York, New York, before an arbitrator chosen from JAMS. Any award shall be final, binding, and conclusive upon the parties, and a judgment rendered thereon may be entered in any court having jurisdiction thereof. The arbitrator may award any form of remedy or relief (including injunctive relief, such as temporary restraining orders, preliminary and permanent injunctions) that would otherwise be available in court. Any award pursuant to said arbitration shall be accompanied by a written opinion of the arbitrator setting forth the reason for the award. To the extent not inconsistent with applicable laws, the arbitrator will have the authority to hear and grant motions and applications, including on an ex parte or expedited basis. The award rendered by the arbitrator shall be conclusive and binding upon the parties hereto, and judgment upon the award may be entered, and enforcement may be sought in, any court of competent jurisdiction. The prevailing party in any dispute relating to this Agreement shall be entitled to recover associated costs, including reasonable attorneys’ fees.

To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

Governing Law and Jurisdiction:

You agree that before you bring a case in court, you will try to mediate the claim against us and then go to arbitration. All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Liability:

IN NO EVENT WILL EBG ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE Site, ANY CONTENT ON THE Site OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification:

You agree to defend, indemnify and hold harmless EBG, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

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No waiver of by EBG of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of EBG to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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