

## **Terms of Use**

Welcome to <a href="www.cahill.com">www.cahill.com</a> (this "Site"). This Site is operated by and on behalf of Cahill Gordon & Reindel LLP and Cahill Gordon & Reindel (UK) LLP, and is intended to provide general information about our firm, our practice and our attorneys. By using this Site, including the transmission of any information, data or other communications through this Site, you hereby agree that the following shall govern:

- Site Policies. The use of this Site, including any information, data or other communications transmitted through this Site, shall be governed by this Terms of Use, our Privacy Policy, and any additional rules, policies or guidelines posted on this Site and posted on any email or other electronic communications that we may send to you (collectively, "Site Policies"). The Site Policies may be amended or revised from time to time, and the latest updated version of the Site Policies shall govern.
- Site Purpose. This Site is intended to provide general information about our firm, and is not intended to advertise or sell our services, to solicit clients or to be a source of any legal or professional advice. While the information on this Site (and any information, documents and communications subscribed through this Site) concerns legal issues, such information DOES NOT CONSTITUTE legal or any professional advice. No user of this Site (or any information, documents or communications subscribed through this Site) should act or refrain from acting on the basis of such information, documents or communications without seeking appropriate legal advice of counsel in the relevant jurisdiction. To the extent that this Site is deemed to contain attorney advertising, please note that prior results do not guarantee a similar outcome.
- No Attorney-Client Relationship. The use of this Site is not intended to, does not and will not be deemed to, create any attorney-client relationship or any fiduciary relationship. The receipt, transmission or re-transmission of any information from or through this Site (including any information, documents, emails and other communications) will not, or be deemed to, create any such attorney-client relationship or fiduciary relationship.
- Use of this Site. We may, at any time, update, change, modify, discontinue or limit access to this Site or any content or functionality thereof, at our sole discretion. We reserve the right to terminate or restrict your access to this Site, and exercise any other right that we may have, for your failure to comply with the following:
  - You will comply with all applicable laws, rules and regulations, and will not use this Site or any information from this Site or through this Site for any fraudulent, unlawful or unethical purpose.
- You will respect the dignity and rights of others when using this Site, and will not use this Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of privacy and publicity of others.
- You agree that you will not provide any false information, or impersonate others, when using this Site, or otherwise imply any false endorsement or affiliation.
- You will not input or transmit any unauthorized information or data through this Site.
- You will not interfere with, hijack, disrupt or attack this Site or the operation of this Site. You will not use this Site to transmit any viruses, trojan horses or other malware. You may not modify or deface this Site, mirror this Site, create any database using the content of this Site or link to this Site without our express permission.
- This Site is intended for use by adults over the age of 18. If you are under the age of 18, you are not permitted to use this Site without the supervision or direction of your parent or guardian. Parents and guardians: Please note that parental control protections are commercially available that may assist you in limiting online access to materials that are harmful to minors. Information on such protections is available at: <a href="http://kids.getnetwise.org/">http://kids.getnetwise.org/</a> and <a href="http://onguardonline.gov/">http://onguardonline.gov/</a>.
- You may not use this Site, or any content or information from this Site, for any commercial purposes.

You will comply with additional guidelines and standards that are posted elsewhere on this Site.

PLEASE NOTE THAT ANY UNAUTHORIZED USE OF THIS SITE, INCLUDING THE VIOLATION OF THE FOREGOING STANDARDS OF USE OF THIS SITE, MAY SUBJECT YOU TO CIVIL OR CRIMINAL PENALTIES.

- <u>Submission of Information; Privacy Policy</u>. Please see our <u>Privacy Policy</u> concerning information submitted through this Site. In addition, such information, and the transmission thereof through this Site, is subject to our DISCLAIMERS.
- DISCLAIMERS. THIS SITE IS PROVIDED TO YOU ON AN "AS-IS", "WHERE-IS" BASIS, AND WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND LIABILITY RELATING TO OR ARISING OUT OF THIS SITE AND ANY CONTENT, INFORMATION OR COMMUNICATIONS TRANSMITTED THROUGH THIS SITE. THE USE OF THIS SITE AND INFORMATION OR CONTENT FROM THIS SITE, AS WELL AS THE TRANSMISSION OF INFORMATION, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION, IS AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PLEASE NOTE:
- We expressly disclaim any and all liability or responsibility for actions taken or not taken based on the information and content provided through this Site.
- Except as provided in our Privacy Policy, any communications, information or data that you provide or transmit through this Site WILL NOT BE TREATED AS CONFIDENTIAL, and we hereby disclaim any obligations of confidentiality with respect to such communications, information or data.
- We make no representation as to, and hereby disclaim any liability arising from, the timeliness, accuracy or completeness of such information or content.
- This Site may contain hyperlinks to external pages, websites or other online resources. We are not responsible for, and do not endorse, any of these external resources. Use of these third-party resources is AT YOUR OWN RISK, and once you leave this Site, you will be subject to any terms of use or policies of these third-party resources.
- While we strive to maintain security in connection with the operation of this Site, we cannot assure you that the security measures that we employ are adequate, and we hereby disclaim that these security measures and the protection of data are adequate or up-to-date or error free or will operate uninterrupted. Please use appropriate software, hardware and security measures when accessing this Site and transmitting information to this Site. All communications to or transmission of information to this Site is AT YOUR OWN RISK.
- LIMITATIONS OF LIABILITY. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THIS SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THIS SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHER, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THIS SITE OR FROM ANY INFORMATION OR MATERIALS ON THIS SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THIS SITE.
- Jurisdiction. Cahill Gordon & Reindel LLP is a registered limited liability partnership under the laws of the State of New York. Each partner of a registered limited liability partnership under New York State law is personally and fully liable for any negligent or wrongful act committed by him or her, or by any person under his or her direct supervision and control, while rendering professional services on behalf of the limited liability partnership, but is not otherwise liable or accountable, directly or indirectly, for any debts, obligations or liabilities of the limited liability partnership. Cahill Gordon & Reindel LLP maintains offices in New York and Washington D.C. and operates through Cahill Gordon & Reindel (UK) LLP in London, and does not intend or purport to practice in any other jurisdiction. The jurisdictions in which our attorneys are licensed to practice are indicated in the "Attorneys" section



of this Site. The use of this Site, and the Site Policies, are exclusively governed by, and construed under, the laws of the State of New York, without regard to any choice of law or conflicts of law provisions. Any disputes or controversies arising out of this Site shall be subject to the exclusive jurisdiction of the courts located in New York City, New York State, USA.

TO NON-U.S. USERS: This Site is intended for use by residents of the United States of America, subject to the governing law and forum established above. This Site, all content thereof and all information and data transmitted through the Site originate from, are controlled from and are finally stored on servers and equipment located in the U.S. By using this Site, you hereby agree to be bound by our Site Policies, and the governing law and forum established above, and hereby waive the application of any other laws, rules or regulations in the jurisdiction of your residency or citizenship. We reserve the right to restrict or limit access to this Site based on geographical location and employ geo-blocking measures, at our sole discretion.

- Intellectual Property. This Site, and all content and information contained in this Site, are protected by applicable intellectual property laws, including laws governing copyrights and trademarks. Intellectual property notices, such as ©, ® and ™, may be omitted for convenience and readability. All rights are reserved by the respective owners of such intellectual property. Except as expressly authorized by us, you may not copy, distribute, display, perform, modify, rent, lease, license, loan or transmit this Site, any portion thereof, any content thereof, or any information or data contained therein -- the mere use of this Site does not constitute any express or implied license or any right of use. "CAHILL" is a registered trademark of Cahill Gordon & Reindel LLP.
- <u>Contact Us</u>. If you have any questions about this Site, require clarification about our Site Policies or have any
  complaints about this Site, please contact us via email to <u>webmaster@cahill.com</u>.

Last Updated: April 6, 2015

