

# EWR, INC.'S TERMS OF USE

Welcome to EWR, Inc.'s ("EWR, Inc." or the "Company") Website. By using this website, you agree to the following Terms of Use ("Terms"), which constitute an agreement between EWR, Inc. and you. We may change these Terms from time to time. You will always be able to view the version currently in force by clicking on a link on our site.

## SCOPE OF THESE TERMS

These Terms apply to your use of our websites. When you leave our websites and go to another website, different terms may apply.

When we refer to ourselves as "we" or "EWR, Inc." or the "Company," we mean our entire organization, including any affiliated or related entity or any contractor or agent working under our direction and control.

## OUR INFORMATION

You agree that any ideas or concepts that you provide to us through this website or by e-mail, are not owned by you, and we are free to use such ideas or concepts without paying you or obtaining your consent.

This website and its contents are intended to comply with the laws and regulations of the United States of America. While you can access this website from outside the United States of America, our server is located within the United States of America, and you agree to be bound by such laws and regulations.

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Access to this website may be monitored by EWR, Inc. If monitored, the requesting URLs, the machine originating the request, and the time of the request, are logged for access statistics and security purposes. Your use and access of this website constitutes your consent to such monitoring. Please see EWR, Inc.'s Privacy Policy for details on how information from the website may be gathered and used.

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You consent and agree that we may use tracking systems, log files, cookies, and web beacons to obtain and collect information about you.

You consent and agree that we can send information to you that we believe may benefit you, including information about any of EWR, Inc.'s products. We will make our determination based upon information you have shared with us, information we gained from reviewing your previous visits to this or our other websites and/or information we may have gained from a third-party.

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For information and materials you place on our websites that are not publicly available, please see our Privacy Policy for an explanation of how we use that information and your rights to change or delete it.

We ask that you not post any messages with misleading, false, or inappropriate language or statements. We reserve the right to remove any messages, including, but not limited to, misleading, offensive, inappropriate, or fraudulent content at any time without your consent.

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EWR, Inc. controls this website from its offices within the state of Tennessee in the United States of America. The website can be accessed from the United States of America and from other countries worldwide. Since the laws of each state or country may differ, both you and EWR, Inc. agree that the statutes and laws of the state of Tennessee, without regard to choice of laws principles, will apply to all matters relating to use of our website.

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# ACCEPTANCE PROCEDURE

By accessing materials on our website or registering, you agree to be bound by all the terms and conditions of this agreement and other applicable agreements such as EWR, Inc.'s Participation Agreement.

We reserve the right, at our sole discretion, to change the terms and conditions of this agreement from time to time, and your continuing use of our website constitutes your acceptance of and agreement to any changed terms and conditions.

# MISCELLANEOUS PROVISIONS

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be eliminated or limited to the minimum extent necessary, and such elimination or limitation shall not affect the validity and enforceability of any remaining provisions.

This website may be unavailable from time to time due to mechanical, telecommunication, software, hardware, and third party vendor failures, updating, or construction. EWR, Inc. cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

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EWR, Inc. may, at any time, revise these Terms of Use by updating this posting. You are bound by any such revisions and should, therefore, review the current Terms.

# CONSEQUENCES

If you do not comply with our Terms of Use or other agreements that you enter into with us, without limiting our remedies, we have the right to suspend or eliminate your account, and remove any information you have placed on our website. We may also take any legal action we think is appropriate. If your violation of this agreement or any of your agreements with EWR, Inc. causes harm to us or others, you agree to hold EWR, Inc. harmless against any liability, cost or expense (including legal fees) for that harm.

# QUESTIONS OR CONCERNS ABOUT OUR TERMS OF USE

For questions or concerns about this Terms of Use, please send an email to [webinfo@ewrinc.com](mailto:webinfo@ewrinc.com)

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- Use this Website in any manner that could damage, disable, overburden or impair any Company server, or the network(s) connected to any Company server, or interfere with any other party's use and enjoyment of this Website.
- Attempt to gain unauthorized access to this Website or any services, other accounts, computer systems or networks connected to any Company server or to any of the services, through hacking, password mining or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Services.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- No Unlawful or Prohibited Use; Monitoring of this Website



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## Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to EWR, Inc., whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Website, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and EWR, Inc. is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that EWR, Inc. is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## Choice of Law

By accessing the services on our Website, you agree to be governed by the laws of the state of Tennessee, exclusive of its choice of law principles. The laws of such jurisdiction will govern all matters relating to this Agreement, and the use, or inability to use, the services, and that such laws will apply without regard to principles of conflict of laws. You agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in Memphis, Tennessee. This choice of jurisdiction does not prevent EWR, Inc. from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction, nor prevent the use of other courts to enforce arbitration decisions and/or judgments obtained in courts located in Memphis, Tennessee.

## Privacy

Your privacy is important to us. Our Privacy Policy is incorporated in this Agreement and subject to these Terms and Conditions. The Privacy Policy is available [here](#) and from our home page.

## Right to Revise this Agreement

EWR, Inc. has the right at any time to revise and to otherwise modify this Agreement, and to impose new or additional Terms or Conditions (collectively, "Additional Terms") on your use of the services available on or through our Website. Such Additional Terms are effective immediately and are incorporated into this Agreement when posted by EWR, Inc. to the Website. Use of the Website following such notice indicates your acceptance of all such Additional Terms.

## Revision/Termination of Services

EWR, Inc. has the right, at any time, to modify or discontinue, temporarily or permanently, the services, information, materials and other content we offer through the Website, and/or to refuse or restrict anyone from access to any such services, information, materials and other content, with or without notice and in its sole discretion. EWR, Inc. shall not be liable for any modification, suspension or discontinuance of any services.

## Violations of this Agreement

EWR, Inc. reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to this Website.

## Miscellaneous Terms

These Terms and Conditions constitute the entire agreement between you and EWR, Inc. with respect to the subject matter addressed herein, and governs your use of the Website, superseding any prior agreements between you and EWR, Inc. relating to such subject matter. These Terms and Conditions may be supplemented by any other agreement you enter into with EWR, Inc. pursuant to a registration to access certain features of the Website. The failure of EWR, Inc. to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the other provisions of these Terms and Conditions remain in full force and effect. The section headings used in this Agreement are for convenience only and have no legal effect.

## Digital Millennium Copyright Act

It is the policy of EWR, Inc. and its affiliates to respect the intellectual property of others and thus to respond to effective notices of alleged infringement of copyrighted material where (i) the copyrighted material is available at, or from, a system or network controlled or operated by or for EWR, Inc. To the extent that you feel your copyright has been violated, please provide notice to EWR, Inc. in accordance with the terms below.

Notices - If you are alleging that copyrighted material may have been or is being infringed, then you may notify EWR, Inc., pursuant to the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act, 17 U.S.C. §512 (c), by sending a notice to the address listed below. Such notice must include the following to be effective:

1. A physical or electronic signature of a person authorized to act for and on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit EWR, Inc. to locate the material;
4. Information reasonably sufficient to permit EWR, Inc. to contact you including an address, telephone number, and, if available, an electronic mail address, at which you may be contacted;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or any law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter Notices - If material that you have posted to a system or network controlled or operated by or for EWR, Inc. has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the address listed below that includes the following:

1. A physical or electronic signature of the user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district of Memphis, Tennessee, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

EWR, Inc. Designated Agent - All written notices should be sent to the following Designated Agent:

EWR, Inc.  
Attn: Joe Wyrick, Chief Executive Officer  
81 Peyton Parkway  
Suite 101  
Collierville, TN 38017