

LIST SERVER AGREEMENT FOR THE NAFE-L

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Welcome to NAFE-L. The Owners of the NAFE-L provide this service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://nafe.net/NAFE-L.aspx>. Your registration and continued use of this electronic mail list constitute your acceptance of these terms.

2. DESCRIPTION OF SERVICE

NAFE-L currently provides a forum for members of the National Association of Forensic Economics to exchange ideas, information, and new developments in the field of Forensic Economics (the "Service"). The list members can share information by sending electronic mail to the mailing list. A copy of each message sent to the list is automatically sent to every subscribed member. An e-mail account is required for subscription. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that the Owners assume no responsibility for the timeliness, deletion, missed delivery or failure to store any user communications or personalization settings.

In order to use the Service, you must be a NAFE member, request this service, and accept these terms of service. In addition, you must provide all equipment necessary to make such connection to the electronic mail account, including a computer and modem or other access device.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by NAFE's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

4. MEMBER CONDUCT

You understand that all messages sent to NAFE-L are the sole responsibility of the person from which such Content originated. This means that you, and not the Owners, are entirely responsible for all Content that you post via the Service. The Owners do not control the Content posted via the Service and, as such, do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will the Owners be liable in any way for any Content, including, but not limited to, any errors or omissions in any

Content, any loss or damage of any kind incurred as a result of the use of any Content found on the Service.

You agree not to knowingly use the Service to:

- a. Post any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. post any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- c. post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- d. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- e. collect or store personal data about other users;
- f. share posted messages with non-NAFE members without permission of the authors.

You acknowledge that the Owners do not pre-screen Content, but that the Owners shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you rely on any Content at your own risk.

5. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that the Owners may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, and the maximum size of any email message that may be sent from or received by an account on the Service. Although every attempt is made to preserve NAFE-L postings, you agree that the Owners have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that the Owners reserve the right to log off accounts that are inactive for an extended period of time. You further acknowledge that the Owners reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

6. MODIFICATIONS TO SERVICE

The Owners reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Owners shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

7. TERMINATION

You agree that the Owners, in their sole discretion, may terminate your use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if the Owners believe that you have violated or acted inconsistently with the letter or spirit of the TOS. The Owners may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that the Owners may immediately bar any further access to the Service. Further, you agree that the Owners shall not be liable to you or any third-party for any termination of your access to the Service.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE OWNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE OWNERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE OWNERS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE OWNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE OWNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.