

ResearchConnection PRIVACY POLICY

INTRODUCTION

Welcome! We work hard to protect your personal information and ensure your information is kept private and secure. The following privacy policy (the “Privacy Policy”) outlines the types of personal information that ResearchConnection, Inc. (“we,” “our,” or “us”) collects when operating www.ResearchConnection.com (“ResearchConnection” or the “Site”). Privacy is important to us. If you have any questions, please send us a note at zachary@ResearchConnection.com.

SUMMARY

Our Privacy Policy describes the treatment of information provided or collected through ResearchConnection. Here are some guiding principles:

- Information that we collect from you:
 - We collect device-related information, server log information, and other types of anonymous information when you visit ResearchConnection and when you become a user of our Site.
 - Additionally, we collect personal information when you register and use your ResearchConnection user profile.
- Why we collect your personal information:
 - We use your personal information to maintain your user profile, perform recruitment activities, provide customer service, and enhance your user experience.
 - We use aggregate personal information and non-personal information to improve ResearchConnection and monitor and protect the security of our service.
- Who we share your personal information with:
 - We do not sell, rent, or trade your personal information with any third parties except as provided in this privacy policy, with your consent, or as required by law.
- Your choices as a consumer:
 - In order to create and maintain a user profile on the Site we require certain personal information.
 - If you are not comfortable providing personal information to us, then ResearchConnection won't be useful to you and you will not be able to open a user profile with us.

HOW YOU ACCEPT THIS POLICY

When you visit the Site, register a user profile, or otherwise provide us with any personal information, you consent to the terms and conditions of this Privacy Policy.

INFORMATION WE COLLECT AND WHY

In order to provide you with a high quality service and verify your identity, we collect various types of information when you visit and use ResearchConnection or create a profile on the Site.

As a Visitor

We collect various types of anonymous information about visitors to the Site, such as device-related information (device, browser, IP address) and server log information (date and time of day of your visit). We use this information to better understand our visitors and to enhance ResearchConnection.

As a User

When you create a profile, we will also collect certain personal information such as your email address and password. We use this information to validate your identity and improve the quality of the service. You may choose not to provide this information and proceed to use the Site as a visitor. However, our Site will not function without this information.

Beyond the user profile registration process, we may collect and use various other types of personal and non-personal information if you use ResearchConnection. For example, when you apply to a research position through our service, we will ask you for your full name, nickname, university, year of graduation, major, GPA, and current employer or degree, as well as ask you to upload your curriculum vitae (“CV”) or resume. We may also collect and use additional personal or non-personal information if you contact us or otherwise give it to us or include that information in correspondence with a researcher through the service (e.g., in an email).

Cookies

We may set and access cookies on your computer or mobile device when using ResearchConnection. Upon visiting the Site, a cookie is sent to your computer or mobile device that uniquely identifies your browser. A “cookie” is a small file containing a string of characters that is sent to your computer and stored on your device when you visit a website. You are not required to accept any cookies; however if you reject cookies, some features of ResearchConnection may not function properly.

Analytics

We use a tool called “Google Analytics” to collect information about the usage of ResearchConnection. Google Analytics collects information such as how often you visit the Site, what pages you visit when you visit the Site, and what other sites you used prior to coming to the Site. We only use the information we get from Google Analytics to improve our Site. Google Analytics only collects the IP address assigned to you on the date you visit ResearchConnection, not your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your computer or device to identify you as a unique user the next time you visit, the cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google Analytics about your use of ResearchConnection is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent Google Analytics from recognizing you on return visits to ResearchConnection by disabling cookies on your browser. You can opt out of Google Analytics by installing the Google Analytics Opt-out Browser Add-on [here](#).

HOW WE USE YOUR PERSONAL INFORMATION

Your personal information is primarily used to create a ResearchConnection user profile, to support recruitment activities, and to provide you with answers to questions and inquiries into ResearchConnection's job postings. We also use your personal information to enhance your user experience, maintain your user account, understand how our service is used, and protect the security of ResearchConnection.

As part of this process, we may aggregate some of your personal information in certain data analysis, and may display this information publicly or provide it to others. When aggregating personal information, we make sure that the information is not identifiable to any particular user.

WHEN DO WE SHARE YOUR PERSONAL INFORMATION

We will never sell, rent, or trade any information that you provide us or share any of your information with any third parties, except as provided below.

In order to provide services to you, we permit other ResearchConnection users to view and analyze your profile and CV or resume, and may disclose your personal information to other users who have inquired about your profile or postings. ResearchConnection also may disclose your personal information to certain third parties as necessary to conduct background investigations (such as educational institutions, prior employers, courts, law enforcement agencies, and other persons or entities that may provide or verify information about you), as well as to third party representatives or subcontractors authorized by the ResearchConnection to assist in the background screening investigation. Additionally, we may disclose your personal information when there is a violation of our Terms of Service or in response to service of legal process, such as a court order, summons, subpoenas, or as permitted or required by law when we reasonably believe it is necessary or appropriate to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or violations of our Terms of Service.

We may disclose potentially personally-identifying information to employees, contractors, and affiliated organizations that: (i) need to know your personal information in order to provide services available on ResearchConnection; and (ii) have agreed not to disclose your information to others. Some of these employees, contractors, or affiliated organizations may be located outside of your home country. By using ResearchConnection, you consent to the transfer of such information to them.

Information about our users, including personal information, may be disclosed or transferred to entities, now or in the future, affiliated with us or as part of any merger, acquisition, change of control, debt financing, insolvency, bankruptcy or sale of our assets. Such information may be used in the businesses of any entity so receiving it.

CHILDREN

ResearchConnection is not intended for and may not be used by children under the age of 13. We do not knowingly collect information from children under the age of 13 and we do not target our service to children under the age of 13. If you learn that a child under the age of 13 has created a user account with ResearchConnection or provided us with personally identifiable information, please contact us at zachary@ResearchConnection.com.

YOUR CHOICE AS A USER

Once you have created an account with ResearchConnection, you can access your profile, review the information that is stored, and revise that information. If you have any problems, you may also contact us at zachary@ResearchConnection.com.

PROTECTION OF PERSONAL INFORMATION

We employ several physical and electronic safeguards to keep your information safe, including encrypted user passwords and do our best to protect your data from common attacks, like injection attacks. If you choose to close your account or your account is terminated with us, we will continue to adhere to the privacy policies and practices outlined here.

Even with all these precautions, we cannot fully guarantee against the access, disclosure, alteration, or deletion of data through events such as, but not limited to, hardware or software failure or unauthorized entry or use.

ONLINE TRACKING

Online tracking is the collection of data about an individual's Internet activity used to deliver targeted advertisements and for other purposes. We do not track ResearchConnection users over time and across third party websites to provide targeted advertising.

HOW WE RESPOND TO DO NOT TRACK SIGNALS

Customers using certain browsers have the ability to activate a "Do Not Track" signal. Users are not tracked over time and across third party websites to provide targeted advertising and therefore ResearchConnection does not currently respond to the "Do Not Track" signal.

CHANGES TO THIS POLICY

We may modify this Privacy Policy at any time. Any changes to the Privacy Policy will be reflected on this page and will become effective immediately upon posting. If the changes are significant, we will do our best to notify you via email or through a notification on the site or mobile application. Please check the effective date below to determine if there have been any changes since you have last reviewed the Privacy Policy.

YOUR RIGHTS AS A CALIFORNIA RESIDENT

Residents of California have the right to request certain information from us with respect to the types of personal information we share with third parties for those third parties' direct marketing purposes and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may

make one request each year by emailing us at zachary@ResearchConnection.com. Your request should specify your full name and the email address you used when submitting personal information to us.

INTERNATIONAL USERS AND VISITORS

ResearchConnection is hosted in the United States. Because the Internet is global, you should note that by providing your personal information as an international visitor or user, you are: (i) permitting the transfer of your personal information to the United States which may not have the same data protection laws as the country in which you reside; and (ii) permitting the use of your personal information in accordance with this Privacy Policy.

QUESTIONS

ResearchConnection, Inc
Attn: Privacy
707 Lexington Avenue 4th Floor
New York, NY 10022
zachary@ResearchConnection.com

EFFECTIVE DATE: November 10th, 2014

TERMS OF SERVICE

Welcome! Please read these Terms of Service (the “Agreement”) carefully, as they contain the legal terms and conditions that govern your use and access of the site: www.ResearchConnection.com (“ResearchConnection” or the “Site”). This Agreement governs your use of ResearchConnection and constitutes a legally-binding agreement between you and ResearchConnection, Inc (“we”, “us”, or “our”). If you have any questions about this Agreement please send us a note at zachary@ResearchConnection.com.

ACCEPTANCE OF THIS AGREEMENT

By accessing the Site, creating a profile, or otherwise using ResearchConnection, you acknowledge that you have read, understood, and agree to this Agreement, the accompanying Privacy Policy, and any future modifications or additions.

We reserve the right to revise and amend this Agreement from time to time in our sole discretion. Any changes to this Agreement will be posted on the Site. If you have created an account with us, we will attempt to notify you of material modifications to this Agreement when you log onto ResearchConnection. However, you should periodically check the Site for any modifications. If you do not agree to any modifications to this Agreement, your sole remedy is not to use ResearchConnection.

SERVICE

ResearchConnection allows for messaging and sharing of information, such as your profile, announcements, and job postings. Our Site contains interactive features and areas that allow users to post, transmit, or store text or other materials (collectively, "User Content"). If you post material to the ResearchConnection, post links on the Site, or otherwise make (or allow any third party to make) material available by means of the Site, you acknowledge that you are entirely responsible for the User Content and any consequences resulting thereof. The User Content you submit, share, post, or display may be seen by other users of the Site or, if public, by visitors. You should only provide User Content that you are comfortable sharing with others under this Agreement. If you do not want us to share your User Content, please email us at zachary@ResearchConnection.com.

We are not obligated to publish any information or content on the Site and can remove it in our sole discretion, with or without notice.

You represent and warrant that you will not upload, post, or otherwise transmit any User Content to or through the Site that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property right, right of privacy, right of publicity, or any other right of any entity or person; or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or a ResearchConnection rule or policy.

You retain all ownership rights in your User Content. However, by submitting User Content to ResearchConnection, you hereby grant us a nonexclusive, worldwide, royalty-free, perpetual, and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display such User Content in connection with the Site, subject the terms of our Privacy Policy.

USER ACCOUNT

If you choose to create a user account you must provide us with an email address and a password. By creating an account you affirm that you are either: (i) more than 18 years of age; (ii) an emancipated minor; or (iii) possess legal parental or guardian consent. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

In addition, you affirm that you have not been previously suspended or removed from the Site and warrant that: (i) the information you provide to us is accurate and complete; (ii) you will keep your password secure; and (iii) you will notify us of any suspected breach of security or unauthorized use of your account. You cannot transfer your ResearchConnection account.

PROPRIETARY RIGHTS

The design, layout, and source code of the Site are owned by us and are protected by copyright, trademark, or other laws. You acknowledge and agree that nothing in this Agreement provides you with any rights or ownership in our copyrights, or trademark (“IP Rights”). The IP Rights are our exclusive property and this Agreement does not transfer any IP Rights to you or vest any IP Rights in you.

NON-EXCLUSIVE LICENSE

Subject to the terms and conditions of this Agreement, we grant you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use the Site during the period for which we provide you access. Without limiting the foregoing, you agree not to (and agree not to allow any third party to):

- Sublicense, distribute, or use the Site outside the scope of the license granted in this Agreement;
- Copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Site or otherwise attempt to discover any source code or trade secrets related to the Site;
- Rent, lease, sell, assign, or otherwise transfer rights in or to the Site;
- Use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of the Site;
- Use the trademarks, trade names, service marks, logos, domain names, and other distinctive brand features or exploit any copyright or other proprietary rights associated with the Site, including screenshots and transcripts, in any way that for any purpose without our express written consent;
- Register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names, and other distinctive brand features, copyright or other proprietary rights associated with ResearchConnection or the Site; or
- Remove, obscure, or alter any notice of copyright, trademark, or other proprietary rights appearing in or on any item included with the Site.

Any use of the Site other than as specifically authorized in this Agreement, without our prior written permission, is strictly prohibited and will terminate the license to use ResearchConnection granted in this Agreement.

PROHIBITED ACTIVITIES

ResearchConnection is provided only for your own personal use. You are responsible for all of your activity in connection with the Site. As a condition of your use of the Site, you agree to comply with all US and foreign laws. In addition to the other restrictions outlined in this Agreement, you agree:

- Not to introduce any malicious software, viruses, worms, Trojan horses, or other harmful code onto the website that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage

or obtain unauthorized access to any system, data, password, or other information of ResearchConnection or any third party;

- Not to impersonate any person or entity, including any of our employees or representatives;
- Not to engage in any harassing, intimidating, predatory, behavior, or stalk any other user of ResearchConnection;
- Not to circumvent any security-related features of the Site, including those designed to limit copying or reproduction;
- Not to take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large burden or load on ResearchConnection or its third-party providers' infrastructure;
- Not to interfere or attempt to interfere with the proper working of ResearchConnection or any activities conducted using the Site;
- Not to bypass any measures we may use to prevent or restrict access to ResearchConnection (or other accounts, computer systems, or networks connected to the Site);
- Not to use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website;
- Not to directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of ResearchConnection, except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of ResearchConnection; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- Not to violate any applicable local, state, national, and international laws or regulations;
- Not to upload any content that violates the rights of any third parties, including, but not limited to, copyright, trademark, statutory, and other proprietary rights; and
- Not to use the Site for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates this Agreement.

PRIVACY POLICY

Our Privacy Policy is incorporated by reference into this Agreement and provides information regarding the collection and use of personal information on ResearchConnection.

DMCA TAKEDOWN POLICY

If a user has uploaded any information to ResearchConnection that infringes your intellectual property rights, you should send us a request to take down the content at dmca@ResearchConnection.com. Any such complaints or requests should include your name, your mailing address, your telephone number, your email address, and your physical or electronic signature.

Copyright Infringement

If you send us a request to take down content that infringes upon your copyright, your request should include:

- A description of the content that you believe infringes upon your copyright;
- The name of the copyrighted work that you believe is being infringed;
- The website URL that contains or is associated with the infringing content;
- A short explanation of how the content infringes your rights;
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information included in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright.

Other Intellectual Property Infringement

If you send us a request to take down content that infringes upon any other intellectual property rights (e.g., trademarks, patents, trade secrets, a right of publicity, etc.), your complaint or request should include:

- The intellectual property you own that is being infringed;
- A description of the content you believe infringes upon your intellectual property;
- The website URL that contains or is associated with the infringing content; and
- A short explanation of how the content infringes your rights.

Fake Accounts

If someone has created an account in which he or she pretends to be you, and you send us a request to take down that account, please be sure that you have included the username for your account and the name of the fake account.

Next Steps

Once we receive a complaint, we will make best efforts to review the complaint as soon as possible. If you have provided all of the information above, we will promptly remove or block access to the content or the fake profile, and will send a notice to the other ResearchConnection user indicating that we have done so. We will terminate the accounts of any repeat infringers at our discretion.

Counter Notice

If you receive a notice that we have removed infringing or false content, and you believe that we have acted as a result of misidentification or error, you can lodge a Counter Notice by emailing us at dmca@ResearchConnection.com. Any Counter Notice should include:

- Your name, address, telephone number and email address;
- An identification of the material that we have taken down;
- A statement under penalty of perjury that you have a good faith belief that the material was removed as a result of mistake or misidentification;
- A statement that you consent to the jurisdiction of the U.S. District Court for the federal district in which you reside, and that you will accept service of process from the complaining party or its agent in the event that a lawsuit is filed against you relating to such content; and
- Your physical or electronic signature.

If we receive such a Counter Notice, we will put the removed content back on your profile, unless we first receive notice from the complaining party that it has filed a lawsuit or other action seeking a court order to keep you from engaging in the allegedly infringing activity.]

RIGHT TO TERMINATE ACCOUNT

Our Right to Terminate Account

We may terminate your account or otherwise prevent you from using the Site at our discretion, with or without cause, at any time and without notice, and without any liability to you for doing so.

If we terminate your account, you must immediately stop using the Site and you agree not to attempt to regain access to the Site without our express permission. Such termination will result in the suspension or deletion of your account and access to your account. We reserve the right to block access to the Site to anyone for any reason at any time. In the event of termination of your account, the provisions of this Agreement shall remain in effect.

User's Right to Terminate Account

You may choose to terminate your account with ResearchConnection at any time by contacting zachary@ResearchConnection.com. In the event of termination of your account, the provisions of this Agreement shall remain in effect.

THIRD PARTY SERVICES & CONTENT

We utilize links and other tools to connect users to third party services and websites ("Third Party Services"). We have no control over the content and policies of these Third Party Services, and in no event shall we be held responsible or liable for the accuracy, reliability, or currentness of any third party's content or policies. Users who access or use a Third Party Service through ResearchConnection are solely responsible for complying with the terms and policies of these third parties.

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an

endorsement of such third party product or service by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service.

OPEN SOURCE SOFTWARE

We use third party software licensed under various open source licenses (the “Open Source Software”). OPEN SOURCE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. YOUR USE OF ANY SUCH SOFTWARE SHALL BE GOVERNED BY THE SOFTWARE’S LICENSING AGREEMENT. Nothing in this Agreement limits your rights under, or grants you rights with respect to, the terms of the Open Source Software’s licensing agreement. We bear no responsibility for your use of the Open Source Software and we shall have no liability for your use of such software.

DISCLAIMER

YOU UNDERSTAND AND AGREE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SITE OR ANY OTHER SOFTWARE REFERENCED IN THIS AGREEMENT, ALL OF WHICH ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, COMPLETENESS, SECURITY, COMPATIBILITY, RELIABILITY, OR OTHERWISE, WITH RESPECT TO ALL SUCH SOFTWARE.

OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (THE “ResearchConnection PARTIES”) DO NOT WARRANT THAT THE SITE WILL BE ERROR-FREE OR THAT DEFECTS WITH THE SITE WILL BE CORRECTED. MOREOVER, YOU EXPRESSLY AGREE THAT USE OF THE SITE IS RISKY AND THAT ALL RISKS RELATED TO YOUR USE OF THE SITE AND ANY THIRD PARTY SOFTWARE ARE ASSUMED SOLELY BY YOU.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATIONS ON LIABILITY

IN NO EVENT SHALL THE ResearchConnection PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT

APPLY TO YOU. THE LIABILITY OF THE ResearchConnection PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the ResearchConnection Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Site; (ii) any User Content you post, upload, use, distribute, store or otherwise transmit through the Site; (iii) your violation of any term of this Agreement; or (iv) your violation of any law, rule or regulation, or the rights of any third party.

TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

MODIFICATION

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice.

NOTICE

We may provide you with notices, including those regarding changes to this Agreement. Such notices may not be received if you violate this Agreement by accessing the ResearchConnection in an unauthorized manner. You acknowledge that under this Agreement by using the Site you are deemed to have received any and all notices that would have been delivered had you accessed the ResearchConnection in an authorized manner.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement between you and ResearchConnection as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

ARBITRATION & WAIVER OF CLASS ACTION

You and ResearchConnection agree to arbitrate any dispute arising from this Agreement or your use of the Site on an individual basis. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. YOU AND ResearchConnection HEREBY EXPRESSLY WAIVE TRIAL BY JURY. You and ResearchConnection agree that: (i) any arbitration will occur in New York, NY; and (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration

of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND ResearchConnection WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, without giving any effect to any conflict of law principles. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

FORCE MAJEURE

We shall not be held liable for any delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

WAIVER

Our failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

SEVERABILITY

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

NOTE TO INTERNATIONAL USERS

ResearchConnection is hosted in the United States. If you are a user accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Site, which are governed by US law, you are transferring your personal information to the United States and you consent to that transfer.

QUESTIONS & COMMENTS

We welcome comments, questions, concerns, or suggestions. Please contact us at:
zachary@ResearchConnection.com.

EFFECTIVE DATE: November 10, 2014