Privacy Policy / Terms of Use

Effective Date: April 1, 2022

Welcome to the Reppert Kelly & Vytell, LLC (hereinafter "RKV," "we" or "us"), website at www.rkvfirm.com (including all content, associated services, data, information, tools, software, updates and new under the "rkvfirm.com" domain name, and referred to herein as the "Website"). We provide the Website and its contents subject to your acceptance to and compliance with the terms and conditions set forth in this document (the "Agreement").

By using this website, you agree to these Terms of Use. This website and its contents are for informational purposes only. The information provided does not constitute legal advice and is not intended to create an attorney-client relationship, and your review of the information provided shall not be deemed to create such a relationship. Nothing in this website shall create a contract, express or implied. RKV makes no representations or warranties regarding this website, its operation or its contents, either express or implied, and expressly disclaims all other representations and warranties, either express or implied. In no event shall RKV or any of its members, managers, partners, employees, agents or affiliates be liable to you or any other party for any claims, losses or damages resulting from or occasioned by this website, its contents or the use of or reliance upon this website or its contents. If you do not agree with and consent to the terms of this Agreement, please do not use the Website.

Incorporated Terms

The following additional terms are incorporated into this Agreement:

- Privacy Policy
- Copyright Policy
- Complaint Policy
- Accessibility Statement

1. Important Notices

A. By using or visiting the Website, you represent that you have read, understand and agree to all the terms and conditions of this Agreement, including our privacy policy ("Privacy Policy") as set forth below. This Agreement and Privacy Policy are subject to the provisions of the European Union ("EU") General Data Protection Regulation

("GDPR") and other applicable privacy laws. We agree that under the GDPR, we are a data "Controller" and you are a "Data Subject" with certain protected privacy rights concerning your "Personal Data," and we will take commercially reasonable steps to maintain compliance with GDPR requirements.

B. We reserve the right to change, modify, supplement or otherwise alter this Agreement at any time or to change or discontinue any aspect or feature of the Website without notice to you. Such changes, modifications, supplementations or deletions shall be effective immediately upon their posting on the Website. You agree to review this Agreement periodically to be aware of such revisions. Your use of the Website after we post such changes, modifications, supplementations or deletions constitutes your acceptance of such changes, modifications, supplementations or deletions.

2. License

A. As long as you are in compliance with all the terms and conditions of this Agreement (and all incorporated documents), we hereby grant to you during the Term (as defined below) a limited, revocable, non-assignable, nontransferable, non-sublicensable, nonexclusive license to use the Website and to access and receive the content thereon that are intended for public display or access for your personal and non-commercial usage. Any rights not explicitly granted in this Agreement are strictly withheld and reserved by us.

B. You agree that (i) except in your normal use of the Website, you will not copy or distribute any part of the Website in any medium without our prior written authorization; (ii) you will not alter or modify any part of the Website other than as necessary to use the Website for their intended purposes; and (iii) you will otherwise comply with this Agreement.

3. Restrictions

A. You agree that you will not do any of the following:

- violate any applicable law or regulation in connection with your use of the Website.
- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website.
- interfere with or disrupt the operation of the Website, including facilitating the use of the Website by any other person through hacking or defacing.
- transmit to or make available in connection with the Website any denial of service attack, virus, worm, Trojan horse, or other harmful code or activity.

- attempt to probe, scan or test the vulnerability of the Website or to breach our security or authentication measures.
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure, as determined in our sole discretion.
- harvest or collect the e-mail addresses or other contact information of other users of the Website.
- scrape or collect any content from the Website via automated means.
- submit false, incomplete or misleading information to the Website, or otherwise provide incomplete or misleading information to us.
- impersonate any other person or business.
- **B.** You agree that we have not granted you any license to access any portion of the Website that we have not made public and you may not attempt to override any security measures in place on the Website.
- C. We reserve an unlimited right to terminate your access to the Website shall not be limited to violations of this Restrictions section.

4. Eligibility

- **A**. Some parts or all of the Website may not be available to the general public, and we may impose eligibility rules from time to time. We reserve the right to amend these eligibility requirements at any time. You are not eligible to use the Website if doing so would violate any applicable law or regulation.
- **B.** The Website is not intended for use by children under 13. If you are under 13 years of age, do not use the Website without the consent of your parent or guardian. Pursuant to 47 U.S.C. Section 230(d), as amended, parental control protections (such as computer hardware, software or filtering services) are available to assist you in limiting access to material that is harmful to minors. You may look for such software on the internet or contact your Internet service provider for more information.

5. Information Shared Through the Website

You understand that by commenting, sharing, or requesting information via this Website, we are not responsible or liable in any way in connection with such sharing.

6. Links to Third-Party Websites

The Website may contains links to the websites of third parties on which you may be able to obtain information or use services. For example, we may provide links to social media sites (e.g., Instagram®). Such third-party websites are provided by

organizations independent of us and we make no representations or warranties concerning such sites. By using the Website, you expressly relieve us of any and all liability arising from your use of any third-party website.

7. Our Intellectual Property

The "look and feel" of the Website (including our logo, text, photographs, color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark laws. All product names, service names, trademarks and service marks ("Marks") are either our property or the property of their respective owners, as indicated. You may not use the Marks or content therein for any purpose whatsoever other than as permitted by this Agreement.

8. Terms and Conditions

The "Term" of this Agreement is perpetual. We reserve the right to terminate this Agreement or change the terms of this Agreement at any time in our sole discretion. You may terminate this Agreement at any time by ceasing use of the Website.

9. Disclaimers and Limitation on Liability

A. The materials appearing on the Website, including but not limited to summaries, descriptions, publications and any other such materials, are not intended to and **DO NOT** constitute legal, financial, investment, business or professional advice of any kind. Those accessing the Website and its content therein should not act upon its content without first seeking relevant professional guidance and advice. Content on this Website should not be used as a substitute for consultation with a professional adviser. You agree that we are not responsible for any financial, business or legal decisions that you may make based upon the content of the Website.

B. Neither the use of the Website nor the transfer of information to or from this Website shall create or constitute an attorney-client relationship between this law firm and any person. We cannot treat unsolicited information as confidential. You should not send any confidential information to this Website or to any person in the firm until entering into a written agreement for the performance of legal services. If you communicate with us by e-mail, please remember that Internet e-mail is NOT secure from external eavesdropping. Accordingly, you should avoid sending confidential information by Internet e-mail unless your message and attachments are adequately encrypted.

C. In compiling and maintaining this Website, RKV does not intend to practice law or solicit legal representation in any jurisdiction where this Website may fail to comply

with all laws and ethical rules. Please consult the attorney biographies in this Website to determine the particular jurisdictions in which individual attorneys are licensed to practice law. To the extent the ethical rules in any jurisdiction require us to designate a principal office or a single attorney responsible for this Website, the firm designates its location in Basking Ridge, New Jersey, USA, as its principal office and Christopher Kelly, Esq. who can be reached through contact@rkvfirm.com.

- **D.** Although we have the right to review, edit, remove or modify information from or on the Website, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information. Opinions presented by the Website are the opinions of the individual authors, and do not necessarily reflect the opinion of RKV, or of any of its attorneys or clients.
- **E.** We do not represent or warrant that access to the Website or any part therein will be error-free or uninterrupted, and we do not guarantee that users will be able to access or use all its content or features at all times. We reserve the right at any time to modify or discontinue (temporarily or permanently) any information posted on the Website with or without notice.
- **F.** Circular 230 Disclosure: Pursuant to U.S. Treasury Department Regulations, unless otherwise expressly indicated, any federal tax advice contained in the Website, including attachments and enclosures, is not intended or written to be used and may not be used for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.
- **G.** The Website and its content is "as is" and without any warranties, express, implied or statutory. We and our members, managers, employees and suppliers specifically disclaim any implied warranties of title, accuracy, suitability, applicability, merchantability, performance, fitness for a particular purpose, noninfringement or any other warranties of any kind. No advice or information (oral or written) obtained by you from us shall create any warranty.
- **H.** Use of the Website is at your sole risk. We do not warrant that you will be able to access or use the Website at the times or locations of your choosing; that its content will be uninterrupted or error-free; that defects will be corrected; or that it will be free of inaccuracies, misrepresentations by users, viruses or other harmful components.
- **I.** To the maximum extent permitted by law and except as otherwise prohibited by law, in no event shall we or our members, managers, employees, affiliates, licensors or business partners (collectively, the "Related Parties") be liable to you based on or

related to the materials, whether based in contract, tort (including negligence), strict liability or otherwise, and they shall not be responsible for any losses or damages, including without limitation direct, indirect, incidental, consequential, punitive, exemplary or special damages arising out of or in any way connected with access to or use of the Website, even if we or Related Parties have been advised of the possibility of such damages. This provision applies only to damages arising from use of the Website and does not apply to personal injury or any injury caused by alleged fraud.

- **J.** Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, you agree that neither we nor any of our Related Parties shall be liable for any damages in excess of \$100.00 to you or any third party from any use of the Website. This limitation shall apply regardless of the basis of your claim or whether or not any remedies provided fail.
- **K.** Some states may not permit certain disclaimers and limitations, and any such disclaimers or limitations are void where prohibited.

10. Indemnification

You agree to defend, indemnify and hold harmless us and our members, managers, employees, licensors, business partners and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; or (iv) any conduct, activity or action that is unlawful or illegal under any state, federal or common law or is violative of the rights of any individual or entity engaged in, caused by or facilitated in any way through the use of the Website. This defense and indemnification obligation will survive any termination or expiration of this Agreement or your use of the Website.

11. Disputes, Governing Law and Jurisdiction

- **A.** You agree that any claim or dispute arising out of or relating in any way to your use of the Website or any service provided by us will be resolved solely and exclusively by binding arbitration rather than in court, except that you may assert claims in small-claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement.
- **B.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may award on an individual basis the same damages

and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would.

- C. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our address specified in the Notice section below.
- **D.** Arbitration under this Agreement will be conducted by the American Arbitration Association ("AAA") under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.
- **E.** You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.
- **F.** Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.
- **G.** Any dispute or alleged claim you may have with respect to your access or use of the Website must be commenced within one year after the occurrence of the events leading to the dispute or alleged claim.
- H. The laws of the State of New Jersey shall govern this Agreement. Any arbitration shall be held in Basking Ridge, New Jersey (the "Dispute Resolution Location"). To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Website or us may be brought by you only in a state or federal court located in the Dispute Resolution Location. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.

12. General

- **A.** <u>Severability</u>. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.
- **B.** <u>Revisions</u>. This Agreement may be revised only in a writing signed by us or posted by us to the Website. In the event we update this Agreement and you are made aware of the update, your continued use of the Website after the update shall constitute an

agreement to the updated terms. You are obligated to check the revision date at the top to note any changes therein. This date will be updated after each revision.

- C. <u>No Partnership</u>. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website.
- **D.** <u>Assignment</u>. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign any rights or obligations under this Agreement without our prior written consent. Any unauthorized assignment shall be null and void.
- **E.** No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- **F.** Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of this Agreement in addition to such other remedies as we may otherwise have available to us under applicable laws.
- **G.** Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Website and supersedes all prior or contemporaneous communications, whether electronic, oral or written.
- **H.** Notices. All notices given by you or required under this Agreement shall be in writing and addressed to Reppert Kelly & Vytell, LLC 110 Allen Road, Suite 110, Basking Ridge, NJ 07920; Attn: contact@rkvfirm.com, 908.605.2120.
- **I.** <u>Survival</u>. Any provision of this Agreement that may reasonably be interpreted as being intended by the parties to survive termination or expiration of the Agreement, shall survive any such termination or expiration.

Accessibility Statement

We strive to provide a website that's accessible to people of all abilities and are continuing to improve our site. Our goal is to ensure that this website is as accessible to as many people as reasonably possible. If you experience any difficulties accessing the site, please contact us at contact@rkvfirm.com.

Privacy Policy

This Privacy Policy explains our online information collection and use practices and the choices you can make about the way we use such information. It is important that you take the time to read and understand this Privacy Policy so that you can appreciate how we use your personal information. REMEMBER, IF YOU USE OR ACCESS THE WEBSITE, YOU AGREE TO THIS PRIVACY POLICY. AS WE UPDATE THE WEBSITE OR EXPAND OUR SERVICES, WE MAY CHANGE THIS PRIVACY POLICY UPON NOTICE TO YOU WHICH WILL BE INDICATED BY THE EFFECTIVE DATE AT THE TOP; HOWEVER, PLEASE REVIEW IT FROM TIME TO TIME.

For users who are citizens of the European Union ("EU"), this Privacy Policy is subject to the provisions of the General Data Protection Regulation ("GDPR") and other applicable privacy laws. In such case, we agree that under the GDPR, we are a data "Controller" and you are a "Data Subject" with certain protected privacy rights concerning your "Personal Data." We will take commercially reasonable steps to maintain compliance with GDPR requirements. Your Personal Data may identify you as a person and thus is often referred to as Personally Identifiable Information ("PII").

1. Who Collects Your Information on Our Website?

We do. Under the GDPR, we are known as the "Controller" of the Personal Data that you provide to us. We collect information from you on the Website, and we are responsible for protection of your information.

2. What Information Do We Collect?

A. Requested Information. To the extent our Website permits to Contact Us or post a comment, we may request specific PII about you in order to fulfill your requests for information. We collect only basic personal data about you that does not include any special types of information (e.g., health-related) as defined in the GDPR. The types of personal information we collect and save include:

• Contact information such as name, e-mail address, physical address, phone number, title and company name.

- Information that you provide via forms or e-mail concerning our services, or other information such as feedback, comments or other messages.
- Technical information collected in our logs (to include standard web-log entries such as your IP address, page URLs and time stamp).
- Device information such as mobile phone provider associated with the device you are using to access the Website, your device's unique identifier, the type of device and its operating system, the pages or features accessed most frequently, messages placed through the Website, how pages or features of the Website are used, search terms entered, and similar analytics about use of the Website.
- **B.** Aggregate Information. We may also collect anonymous, nonidentifying and aggregate information such as the type of browser you are using, device type, the operating system you are using, and the domain name of your Internet service provider.

3. Why Is Your Information Being Collected?

We need to collect your personal information so we can respond to your requests for information, only if requested. We also collect aggregate information to help us better design the Website. We collect log information for monitoring purposes to help us diagnose problems with our servers, administer the Website, calculate usage levels, and otherwise provide services to you.

4. How Do We Use the Information We Collect?

A. We use the personal information you provide for the purposes for which you have submitted it, including:

- Responding To Your Inquiries and Fulfilling Your Requests. We may use your PII to respond to your inquiries and to fulfill your requests for information.
- Communicating With You About Our Services. We may use your PII to send you information about new services and other items that may be of interest to you.
- Sending Administrative Emails. We may use your PII to send you e-mails to (a) provide you with information regarding the Website or (b) inform you of changes to this Privacy Policy, our Terms of Use or our other policies should you specifically request said notices.
- **B.** We may use anonymous information that we collect to improve the design and content of our Website and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze how our Website is used, analyze industry trends and offer you programs or services

5. Do We Share Your Personal Information?

In general, we will not share your personal information except (a) for the purposes for which you provided it; (b) with your consent; (c) as may be required by law (e.g., in response to a court order or subpoena or in response to a law enforcement agency request); (d) as we think necessary to protect our organization or others from injury (e.g., when we believe that someone is causing or is about to cause injury to or interference with the rights or property of another); or (e) on a confidential basis with persons or organizations with whom we contract to carry out internal operations or as necessary to render the Website. With your knowledge and consent, we may share your personal information with our business partners. We may also share aggregate information with others, including affiliated and nonaffiliated organizations. Finally, we may transfer your personal information to our successor-in-interest in the event of an acquisition, sale, merger or bankruptcy.

6. Are There Other Ways Your Personal Data Could Be Shared?

You may elect to share certain personal information with individuals or with the public via your use of the Website. In this case, you will control such sharing. For example, the Website may make it possible for you to publicly share information via social media such as Facebook or Twitter. Be aware that when you choose to share information with friends, public officials or with the public at large, you may be disclosing sensitive information or information from which sensitive information can be inferred or determined. Always use caution when sharing information through the Website. You understand and agree that we are not responsible for any consequences of your sharing of information through and beyond the Website.

7. How Can You Access and Control Your Information?

For instructions on how you can access your personal information that we have collected or how to correct errors in such information, please send an e-mail to contact@rkvfirm.com. We will promptly stop using your information and remove it from our servers and database at any time upon your e-mail request. To protect your privacy and security, we may take reasonable steps to help verify your identity before granting access, making corrections or removing your information.

8. How Do We Store and Protect Your Information?

A. After receiving your personal information, we will store it on our Website systems for future use. We have physical, electronic and managerial procedures in place to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect. Unfortunately, no data transmission or data storage

solution can ever be completely secure. As a result, although we take industry-standard steps to protect your information (e.g., strong encryption), we cannot ensure or warrant the security of any information you transmit to or receive from us or that we store on our or our service providers' systems.

B. If you are visiting the Website from outside the United States, you understand that your connection will be through and to servers located in the United States and the information you provide will be securely stored in our web servers and internal systems located within the United States.

C. We store personal information for as long as reasonably required for its purpose. We may store information longer for legitimate business reasons (e.g., personal information may remain in backups for a reasonable period of time) or as legally required. Otherwise, we store your personal information until you request us to remove it from our servers.

9. How Do We Use Cookies And Other Network Technologies?

A. To enhance your online experience with us, our web pages may presently or in the future use "cookies." Cookies are text files that our web server may place on your hard disk to store your preferences. We may use session, persistent, first-party and third-party cookies. Cookies by themselves do not tell us your e-mail address or other PII unless you choose to provide this information to us. Once you choose to provide PII, however, this information may be linked to the data stored in a cookie. You can set your browser to notify you when you receive a cookie, providing you with as much control as you wish as to the decision to accept/reject the cookie and delete the cookie upon leaving our Website. Please note, however, that if your browser does not accept cookies, you may not be able to take advantage of all of the features of our Website.

B. We or our service providers may also use "pixel tags," "web beacons," "clear GIFs," "embedded links" and other commonly used information-gathering tools in connection with some Website pages and HTML-formatted e-mail messages. We may use these tools for such purposes as compiling aggregate statistics about Website usage and response rates. A pixel tag is an electronic image (often a single pixel) that is ordinarily not visible to website visitors and may be associated with cookies on visitors' hard drives. Pixel tags allow service providers to count users who have visited certain pages of the Website, to deliver customized services and to help determine the effectiveness of our Website. When used in HTML-formatted e-mail messages, pixel tags can inform the sender of an e-mail whether and when the e-mail has been opened.

C. As you use the Internet, you leave a trail of electronic information at each website you visit. This information, which is sometimes referred to as "clickstream data," can be collected and stored by a website's server. Clickstream data can reveal the type of computer and browsing software you use and the address of the website from which you linked to the Website. We may use clickstream data as a form of non-PII to determine how much time visitors spend on each page of our Website, how visitors navigate through the Website, and how we may tailor our web pages to better meet the needs of visitors. We will use this information only to improve our Website.

D. At this time, the Website and Services do not specifically respond to do-not-track signals.

10. Collection of Information by Others

We may provide clickable links to certain third party websites from our Website. Please check the privacy policies of these other websites to learn how they collect, use, store and share information that you may submit to them or that they collect.

11. Children and Young People's Information

We do not knowingly collect any information from any minors, and we comply with all applicable privacy laws, including the GDPR, Children's Online Privacy Protection Act ("COPPA") and associated Federal Trade Commission ("FTC") rules for collecting personal information from minors. Please see the FTC's website (www.ftc.gov) for more information. Our Website will not knowingly accept personal information from anyone under 13 years old in violation of applicable laws without the consent of a parent or guardian. In the event that we discover that a child under the age of 13 has provided PII to us without parental consent, we will make efforts to delete the child's information in accordance with COPPA. If you have concerns about our Website, wish to find out whether your child has accessed our services or wish to remove your child's personal information from our servers, please contact us at contact@rkvfirm.com.

12. California Privacy Rights

California law allows California residents to request information regarding our disclosures, if any, during the prior calendar year of their PII to third parties. To make such a request, please contact us at contact@rkvfirm.com. Please include enough detail – at a minimum, your name and e-mail address, if any, for us to locate your file. We will attempt to provide you with the requested information within 30 days of receipt. We reserve our right not to respond to requests sent more than once in a calendar year or to requests submitted to an address other than the one posted in this

notice. Please note that this law does not cover all information sharing. Our disclosure only includes information covered by the law.

13. Changes to this Policy

Because our business needs may change over time, we reserve the right to modify this Privacy Policy. If at any time in the future we plan to use your PII in a way that differs from this Privacy Policy, we will revise this Privacy Policy as appropriate. Your continued use of the Website following our notice of changes to this Privacy Policy means you accept such changes.

14. Our Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us via e-mail at contact@rkvfirm.com.

Copyright Policy

If you believe in good faith that any content posted on the Website infringes any copyright in any work of yours, you agree to contact our Digital Millennium Copyright Act ("DMCA") Copyright Agent as identified below – hereby designated under the DMCA (17 U.S.C. §512(c)(3)) – with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed.
- Identification, with information reasonably sufficient to allow its location, of the material that is claimed to be infringing.
- Information reasonably sufficient to permit us to contact you.
- 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 the law.
- A statement under penalty of perjury that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- You agree that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

Reppert Kelly & Vytell, LLC 110 Allen Road, Ste. 208 Basking Ridge, NJ 07920 ATTN: DMCA Copyright Agent contact@rkvfirm.com 908.605.2120

Complaint Policy for Infringement of Other Rights

If you believe in good faith that any content posted on or accessed via the Website infringes any of your rights (including any trademark or privacy rights but not including rights in copyright as addressed in the Copyright Policy above) or are otherwise unlawful, you agree to send a notice to containing the following information:

- Your name, physical address, e-mail address and phone number.
- A description of the content posted on the Website that you believe violates your rights or is otherwise unlawful and which parts you believe should be remedied or removed.
- Identification of the location of the content on the Website including its URL
- A statement as to the basis of the rights that you claim are unlawful or violate your rights or the rights of others.
- A statement under penalty of perjury that you have a good-faith belief that use of the content complained of is not authorized and that the information you are providing is accurate and provided in good faith.
- Your physical or electronic signature.

If we receive a message from you that complies with all of the above requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to any entity that posted the claimed violative content or any other entity as we deem appropriate.

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