

WEBSITE PRIVACY POLICY

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Information We Collect Automatically

If you visit our website to browse, read, or download information:

Your web browser automatically sends us (and we may retain) information such as the:

- Internet domain through which you access the Internet (e.g., yourServiceProvider.com if you use a commercial Internet service provider, or yourSchool.edu if you use an Internet account from your school);
- Internet Protocol address of the computer you are using;
- type of browser software and operating system you are using;
- date and time you access our Site; and
- the Internet address of the Site from which you linked directly to our Site.

We will use this information as aggregate data to help us maintain this Site. For example, we will use it to determine the number of visitors to different sections of our Site, to ensure the Site is working properly, and to help us make our Site more accessible and useful. We will not obtain personally-identifying information about you when you visit our Site, unless you choose to provide such information. We will not use this information to identify individuals, unless required for Site security or law enforcement purposes.

Other Information We Collect

If you choose to identify yourself (or otherwise provide us with personal information) when you use our online forms:

We will collect (and may retain) any personally identifying information, such as your name, street address, email address, and phone number, and any other information you provide. We will use this information to try to fulfill your request and may use it to provide you with additional information at a later time. We will not disclose such information to third parties, except as specified in this privacy policy.

If you request information, services, or assistance, we may disclose your personal information to those third parties that (in our judgment) are appropriate in order to fulfill your request. We may also disclose your personal information if required to do so by law or in the good-faith belief that such action is necessary to: (a) conform to legal requirements or comply with legal process served on ELC; (b) protect and defend the rights or property of ELC; or (c) protect the personal safety of ELC personnel or members of the public in appropriate circumstances. In addition, if ELC and/or its assets (or a portion of its assets) are sold, assigned, transferred, or merged, or if ELC undergoes some other change including a change to its corporate form as part of a bankruptcy proceeding or otherwise, information may be transferred as part of that transaction or change.

If your communication relates to a law enforcement matter, we may disclose the information to law enforcement agencies that we deem appropriate.

How Long We Keep Information

We reserve the right to retain all information provided for as long as the information is needed.

Security

Please note that electronic communication, particularly email, is not necessarily secure against interception. Please do not send sensitive data (e.g., health care information, bank account, or credit card numbers) by email or web form.

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A) NEITHER WE, NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ("NON-DIRECT DAMAGES"), OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B) THE LIABILITY OF US AND ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TO YOU OR TO ANY OTHER PERSON FOR DIRECT DAMAGES SHALL BE LIMITED TO THE GREATER OF \$100 USD OR THE FEES PAID BY YOU FOR OUR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENTS THAT GIVE RISE TO YOUR FIRST CLAIM AGAINST US FOR DAMAGES.

C) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NON-DIRECT DAMAGES, THE LIMITATIONS IN PARAGRAPH (A) ABOVE MAY NOT APPLY TO YOU, BUT IN SUCH CASE, THE LIMITATIONS IN PARAGRAPH (B) SHALL APPLY TO BOTH DIRECT AND NON-DIRECT DAMAGES.

6) Governing Law and Jurisdiction/Waiver of Jury Trial. These Terms of Use and any claim or dispute arising out of, relating to or in connection with these Terms of Use or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to conflicts of law principles. Each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with the transaction contemplated hereby or disputes relating hereto may be brought only in the courts of the State of Virginia located in Virginia City County or the Federal District court for the Eastern District of Virginia and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action, suit or proceeding. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING UNDER, RELATING TO OR IN CONNECTION WITH THESE TERMS OF USE.

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