

Terms and Conditions—General

1. Introduction.

Validation Experts LLC, (the Company) is a Limited Liability Company in Maryland, USA. The purpose is to serve the niche market of consultants who do validation and other compliance activities in the pharmaceutical industry as required by the FDA and other regulations.. The goal is to be the preferred source by pharmaceutical companies and consulting companies for qualified validation and compliance consultants.

The Company lists consultants in a database structured as a competency based hierarchy. Client companies can then easily search and find those consultants having the specific expertise they need. The clients, either consulting company may contract directly with the individual the consultant or use an employer-of-record (EOR) service of their choosing. Validation Experts LLC normally does not become part of the business arrangement between consultant and client except when specifically requested by the client. From time to time fees may be collected for providing its services and/or for posting advertising for companies offering related services or needing consultants.

This page contains the General Terms and Conditions governing your use of the Validation Experts LLC web sites (Site) or their services. Separate Terms and Conditions are accepted by Consultants and Clients when the register as members of Validation Experts LLC and are binding on them. These General Terms and Conditions apply to all who use the Site whether or not they are members. The web sites of Validation Experts LLC include but are not limited to ValidationExperts.com, ValidationExperts.net, and ValidationExperts.org.

Validation Experts LLC may revise the Agreement at any time by updating this page. Changes to the Agreement are binding on any who use the Site. Any use of the Validation Experts LLC Web Site or its services will be considered acceptance by you of the then-current Terms and Conditions. If at any time you find the Agreement unacceptable, you should no longer use any web site of Validation Experts LLC.

The use of Validation Experts LLC and its services is a privilege. Validation Experts LLC reserves the right to suspend that privilege, and refund any unused fees if paid, on an individual basis for any reason at any time, in its sole discretion. Direct any questions concerning the use of the Validation Experts LLC Web Site and its services to customerservice@ValidationExperts.com .

2. Member-Based Consultant Service Charges.

Certain components or functionalities of this site (including profile postings, Client search rights, Consultant contact information, reference resources and forums) are available only after registering for membership. Different levels of membership may be available with some levels requiring payment of a fee and others not requiring payment

of a fee ("Member-Based Services"). At the time of this agreement version 8, there are no fees for consultants to use the site at the base level. Fees to register and to obtain consultant contact information may apply to clients at various times.

The amount of fees, if any, are found in the separate agreements for Consultants and Clients which are accepted at the time of registration. Any changes to fees are announced in revised agreements which are available to Clients and Consultants after registration.

3. Definitions.

For the purposes of this Agreement, the following definitions apply:

- "The Validation Experts LLC Web Site" or the "Site" includes the Validation Experts LLC Web Site in its entirety, as well as any related sub-sites which include ValidationExperts.com, ValidationExperts.net, ValidationExperts.org and ITControlFramework.com.
 - "Content" includes all Text, Graphics, Design and Programming used on the Validation Experts LLC Web Site.
 - "Text" includes all text on every page of the Validation Experts LLC Web Site, whether editorial, navigational, or instructional.
 - "Graphics" includes all logos, buttons, and other graphical elements on the Validation Experts LLC Web Site, with the exception of paid advertising banners.
 - "Design" includes the color combinations and the page layout of the Validation Experts LLC Web Site.
 - "Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, C# code, databases, etc.) used on the Validation Experts LLC Web Site.
- "Document" refers to any posting to the Validation Experts LLC Web Site, whether in your profile or on the member forums.
- "User" refers to any individual who uses any aspect of the Validation Experts LLC Web Site or its services.
- "Registration Data" refers to any and all data that are submitted to Validation Experts LLC for registration, including that which is verified by third party and that which is not verified.

4. Intellectual Property Rights.

All Content on the Site is the sole property of Validation Experts LLC, and is protected by U.S. copyright and international treaties. Validation Experts LLC authorizes you to view and download a single copy of the material on the Validation Experts LLC Web Site solely for your personal, noncommercial use. You may not reproduce, modify, display, sell, or distribute the Content, or use it in any other way for public or commercial purpose. This includes copying or adapting the HTML code used to generate Web pages on Validation Experts LLC. "ValidationExperts.com," the Validation Experts LLC design logo and certain other names or logos are service marks or trademarks of Validation

Experts LLC and all related product and service names, design marks and slogans are the service marks or trademarks of Validation Experts LLC, Inc. In addition, the “look” and “feel” of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by Validation Experts LLC's trademarks, service marks and copyrights. All other product and service marks contained on the Site are the trademarks of their respective owners.

5. Acceptable Use of the Site.

The Validation Experts LLC Web Site and its services are intended for individuals seeking to market their service as an independent contractor or consultant and for pharmaceutical companies or certain large consulting firms who want to find independent contractors or consultants for project employment. The Validation Experts LLC Web Site may be used only for lawful purposes within this stated context of Validation Experts LLC's intended and acceptable use. Validation Experts LLC is the sole interpreter of its intended and acceptable use.

As one of the conditions of your use of the Validation Experts LLC Web Site, you represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Validation Experts LLC Web Site for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Validation Experts LLC Web Site complies with these Terms and Conditions. In particular, acceptance of these Terms and Conditions indicates agreement with and submission to the following rules for profile submittal, posting on the forums, conduct and security on Validation Experts LLC.

Posting and Profile Rules:

1. Your entries in your profile or on a forum may not contain:

- Postings or profile entries (Documents) may not contain URLs or links to Web sites (unless you own the copyright or have the owner's permission to post the copyrighted material)
- Trade secrets (unless you own them or have the owner's permission to post them)
- Material that infringes on any other intellectual property rights, or on the privacy or publicity rights of others
- Anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful
- Anything that is embarrassing or offensive to another person or entity

2. You may not use your Document posting to:

- Impersonate another person, living or dead
- Post false, inaccurate or misleading information

- Post advertisements or solicitations of business (including, but not limited to, Multi-Level Marketing [MLM] positions, Email Processors, Project 21, franchises, "club memberships," distributorships, or anything requiring a monetary investment by the User)
 - Post chain letters or pyramid schemes
 - Post opinions or notices, commercial or otherwise
4. Profile postings must contain the accurate profile of a living individual seeking employment on a contractual basis.

Validation Experts LLC is under no obligation to monitor the Documents posted, but it may monitor them at random. Documents found to violate the above Posting and Profile Rules may be removed at Validation Experts LLC's discretion. Users who violate these Posting and Profile Rules may be denied access to the Site at Validation Experts LLC's discretion. Validation Experts LLC is the sole interpreter of the Posting and Profile Rules.

Conduct Rules:

1. 1. You may not respond to postings by other Users in any manner or for any purpose other than that which is expected (i.e., anything that would aid or enable anyone to circumvent the fees due Validation Experts LLC). Communications soliciting business for our competitors are prohibited.
2. You may not send unsolicited commercial email to Validation Experts LLC Users.
3. Protect your password. You are responsible for maintaining the confidentiality of your information and password, and you are responsible for all uses of your registration, whether or not authorized by you. If others use your password to post inappropriate material on the Validation Experts LLC Web Site, you risk losing your access to the service. You agree to notify Validation Experts LLC immediately of any unauthorized use of your registration and password.
4. Report inappropriate postings or conduct to Validation Experts LLC at customerservice@ValidationExperts.com
5. Validation Experts LLC is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported. Users who violate these Conduct Rules may be denied access to the Site at Validation Experts LLC's discretion. Validation Experts LLC is the sole interpreter of the Posting and Profile Rules.

Security Rules:

Users are prohibited from violating or attempting to violate the security of the Validation Experts LLC Web Site, including, without limitation:

1. accessing data not intended for such user or logging into a server or account which the user is not authorized to access;

2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing";
4. sending unsolicited e-mail, including promotions and/or advertising of products or services;
5. forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

Violation of these Security Rules may result in civil or criminal liability. Validation Experts LLC will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

6. Disclaimers and Limitations on Validation Experts LLC's Liability.

- Validation Experts LLC assumes no responsibility for Documents posted by Users of the Site. By accepting these Terms and Conditions, you assume sole responsibility for the Documents you post and for your conduct on or off the site.
- Validation Experts LLC assumes no responsibility for the activities or conduct of Users. Nothing on the Site shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web site, products, services, information, practices or otherwise.
- Validation Experts LLC makes no representations or guarantees regarding the background information obtained about Users from third parties.
- Validation Experts LLC makes no representations or guarantees regarding the truthfulness, accuracy, completeness, timeliness or reliability of any information provided by or documents posted by Users, or of any other form of communication engaged in by Users. You acknowledge that any reliance on information posted by Users of Validation Experts LLC, or on any other form of communication with Users of Validation Experts LLC, will be at your own risk.
- Validation Experts LLC makes no representations or guarantees regarding the Content of the Site, including, but not limited to, broken links, inaccuracies or typographical errors.
- Validation Experts LLC makes no representations or guarantees regarding the accuracy, reliability, completeness or timeliness of the Site or its Content. By accepting these Terms and Conditions, you agree to use the Site at your own risk. Validation Experts LLC may change the Site at any time.
- VALIDATION EXPERTS LLC DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THIS WEB SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEB SITE OR THE

MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, VALIDATION EXPERTS LLC IS NOT RESPONSIBLE FOR THOSE COSTS.

- YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND THE INTERNET GENERALLY. THE VALIDATION EXPERTS LLC WEB SITE AND ITS CONTENT ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. VALIDATION EXPERTS LLC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. VALIDATION EXPERTS LLC MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.
- Validation Experts LLC is not an employment agency or a recruiting firm, and makes no representations or guarantees regarding the effectiveness or timeliness of the Site or its Content in meeting the marketing objectives of Users. Validation Experts LLC does not guarantee that profiles posted by Users will result in Consultants being hired or Client requirements being filled, and is not responsible for any employment decisions, for whatever reason made, which are made by any User.
- IN NO EVENT SHALL VALIDATION EXPERTS LLC OR ADVERTISERS, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE VALIDATION EXPERTS LLC WEB SITE AND THE CONTENT AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VALIDATION EXPERTS LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN VALIDATION EXPERTS LLC'S MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$100.00.

7. Links to Other Sites.

ValidationExperts.com site contains links to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by Validation Experts LLC of the contents on such third-party Web sites. Validation Experts LLC is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.

Validation Experts LLC may receive payments from such third party sites for including their links and for the business such linked businesses may derive from such links.

8. Indemnity.

You agree to defend, indemnify, and hold harmless Validation Experts LLC, it's officers, partners, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site, the Content, any profile or content posted by you, or your breach of these Terms and Conditions. Validation Experts LLC shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

9. User Information and Privacy Policy.

Validation Experts LLC may use the information it obtains relating to you, including your IP address, name, mailing address, email address and use of the Web Site, for its internal business and marketing purposes and may disclose the information to third parties for fulfillment of such marketing or internal business purposes. In addition, Validation Experts LLC reserves the right to comply, in its sole discretion, with legal requirements or requests relating to your use of the Site or its services or information you provide while using the Site or its services or which is provided to you or otherwise gathered by Validation Experts LLC with respect to such use. Validation Experts gives you the option, on your Member Information page, to receive information from partners and to receive information from Validation Experts. A separate Privacy Policy is disclosed on the ValidationExperts.com site.

10. General.

Validation Experts LLC is Limited Liability Company organized in the State of Maryland. The Company makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access Validation Experts LLC from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the internal substantive laws of the State of Maryland, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively

with the state or federal courts in Maryland. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular "Legal Notice," or Software License or material on particular Web pages, this Agreement with addition of the Authorization for Limited Background Investigation, constitutes the entire Agreement between non-members and Validation Experts LLC with respect to the use of the Site. You understand and agree that, due to the nature of these Terms and Conditions, in addition to money damages, Validation Experts LLC will be entitled to equitable relief upon a breach of these Terms and Conditions by you.