

TERMS OF USE and PRIVACY POLICY

Thank you for visiting Paul Houser's websites (prhouser.com, prhouser.net, prhouser.org, inspiration-workshop.com, crew-services.com, wow-photography.org, etc.) or engaging in any type of communication (electronic or otherwise) with Paul Houser. Paul Houser is a Hydrologist engaged in hydrologic science and services; He is the president of CREW Services LLC, a professor at George Mason University (GMU), and an associate at Water for Life Solutions LLC. CREW Services LLC (CREW) is a limited liability corporation providing water science, consulting and service. Inspiration Workshop is a trade name of CREW Services LLC, providing video, woodcraft, and photography services. Water for Life Solutions LLC (Water4Life) is a water and environment international consulting firm. There is no formal, legal, or financial relationship between CREW, Water4Life, and GMU.

These Terms of Use and Privacy Policy cover the access, use and privacy of all web, internet, electronic, email, messaging, social media, voice, and any other type of communications, data and information "resources" involving the Covered Parties. These Terms of Use and Privacy Policy set forth the conditions under which these resources can be accessed and used. By accessing and using these resources, you agree to be bound by these Terms of Use and our Privacy Policy and by all applicable law. If you do not agree with any of the Terms of Use or our Privacy Policy, you should not access or use these resources for any purpose. The Covered Parties reserve the right to terminate or limit your access to these resources for any violation of the Terms of Use or the Privacy Policy, or for any other reason, at their sole discretion.

"Covered Parties" means the website author, employer(s), employee(s), contractor(s), company(s) (including affiliated and other related entities), its listees, business partners and other entities participating in the resources listed above, and its and their officers, directors, partners, principals, managers, members, employees, contractors, agents, successors, and assigns.

The information provided on the Covered Parties' resources is general in nature and does not apply to any particular factual, scientific, legal, medical, financial, insurance, or other situation. As such, you should not rely on any information on the Covered Parties' resources, and should seek professional advice as you determine to be appropriate.

In addition, although the Covered Parties try to provide accurate and complete information, they make no commitment or express or implied warranty that the factual, legal, scientific, medical, financial, or any other information contained on these resources, or on any linked resources, is accurate, complete, error-free, or current. The Covered Parties assume no liability if it is not, and your use of these resources is solely at your own risk.

Without limiting the generality of the foregoing, the Covered Parties are not responsible for any content, communications, information, or other materials posted, submitted, communicated, shared, discussed or otherwise generated through blogs, discussion boards, or other public areas of these resources ("User Generated Content"), nor do the Covered Parties guarantee its truthfulness, accuracy or completeness. Any actions you take or do not take based on or related to User Generated Content are solely at your own risk.

The Covered Parties' resources, including User Generated Content, may contain links to third party resources. These links are provided only as a convenience to the recipient. The Covered Parties do not control and are not responsible for any linked third-party resources, and their policies and practices may not be consistent with these Terms of Use or our Privacy Policy. Further, the Covered Parties do not necessarily endorse any of these third party resources and do not intend to imply any association with the party or parties involved. If you use any third-party resources, you do so at your own risk, and should check their terms of use and privacy policies before accessing or using them.

Any public areas of the Covered Parties' resources are intended to facilitate open communication and discussion. If you post, submit, share, disseminate, or respond to User Generated Content, however, you agree that:

- User Generated Content will not (i) be defamatory, harassing, threatening, obscene, pornographic, or invasive of privacy, (ii) be illegal, encourage illegal activity, violate of the rights of others, or otherwise give rise to liability, (iii) be confidential or proprietary, or infringe any third-party intellectual property rights and, (iv) in particular, be copyright protected (unless you have full permission to publish it under the terms hereof from the copyright owner).
- You are solely responsible for the User Generated Content and your failure to comply with the foregoing.
- We have the right (but assume no obligation) to monitor, delete, move, or edit any User Generated Content that we consider inappropriate or unacceptable for any reason.
- You grant to the Covered Parties, and to each user of the Covered Parties' resources, a global, nonexclusive, unlimited license to publish, reproduce, sell, display, perform, disclose, distribute, use, edit or modify the User Generated Content, and any ideas, concepts or techniques embodied in the User Generated Content, for any purpose whatsoever, and you waive any and all moral rights you may have in the foregoing.

As between you and the Covered Parties, all right, title and interest in the resources (including all copyrights, trademarks and other intellectual property rights) belongs to the Covered Parties or its licensors. In addition, the names, images, pictures, logos, icons and other marks are proprietary. Except as expressly provided below, nothing contained herein should be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

You are hereby granted a nonexclusive, nontransferable, limited license to view and use information from the Covered Parties' resources (i) solely for your personal, informational, non-commercial purposes, (ii) on the terms herein, (iii) provided that you do not modify or alter the content in any way, and (iv) provided that you do not delete or change any copyright or trademark notice.

Except as expressly provided herein, no part of the Covered Parties' resources, including but not limited to materials retrieved and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event should materials from the Covered Parties' resources be stored in any information storage and retrieval system without prior written permission.

In addition, you may only use the Covered Parties' resources if you agree not to take any action that might (i) interfere with their proper working, (ii) impose an unreasonable or disproportionately large load on their infrastructure, (iii) compromise the their security, (iv) render them or their features inaccessible to others, (v) cause other damage to the resource or any content, or (vi) launch any automated system, including without limitation, any "robot," "spider," or "offline reader" that sends more requests to their server(s) in a given period of time than a human can reasonably generate using a conventional web browser.

Use, duplication, or disclosure by or for the United States Government is subject to the restrictions set forth in DFARS 252.227-7013(c)(1)(ii) and FAR 52.227-19.

The covered parties' resources are provided on an "as is," "as available" basis and the covered parties expressly disclaim all warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.

Without limiting the generality of other terms herein, the covered parties also disclaim all warranties, responsibility and liability for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from the covered parties' resources and their content, including but not limited to technical inaccuracies and typographical errors, (b) user generated content, including but not limited to any errors in or omissions therein, (c) any third party resources or content therein directly or indirectly accessed through links in

our resources, including but not limited to any errors in or omissions therein, (d) the unavailability of the covered parties' resources or any portion thereof, (e) your use of the covered parties' resources, (f) viruses or other damaging factors, or (g) your use of any equipment or software in connection with the covered parties' resources.

The Covered Parties are and will not be liable for any damages, including but not limited to any direct, indirect, incidental, special, reliance, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees, lost profits, savings, or data), in any way due to, resulting from, or arising in connection with our resources, including their content and your use thereof, regardless of any negligence or fault of any of the Covered Parties, and whether or not apprised of the possibility of such damages. In no event will the aggregate liability of any of Covered Parties related to your use of these resources, User Generated Content, or their other content be greater than \$100.00.

You agree to indemnify and hold harmless the Covered Parties from any losses, damages, claims, or liabilities of any nature, including reasonable attorneys' fees, arising from your use of the Covered Parties' resources, User Generated Content, or their other content, or your breach of the terms hereof.

It is the Covered Parties intention to fully comply with all legal and ethical requirements related to these resources. To the extent that the professional responsibility requirements of any jurisdiction require us to designate a principal office for these resources, the Covered Parties designates its Maryland office as its principal office.

In accessing or using these resources, you affirm that you (i) are more than 18 years old, or an emancipated minor, or possess legal parental or guardian consent, (ii) are fully able and competent to understand and enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and our Privacy Policy, and (iii) agree to comply with these Terms of Use and our Privacy Policy. In any case, you acknowledge that these resources are not intended for children under the age of 18, and affirm that you are more than 18 years old. Please do not use these resources if you are under 18, and talk to your parents or guardian about which resources you can access and use.

These Terms of Use incorporate by reference any notices contained on these resources and, with our Privacy Policy and any end-user license agreements, constitute the entire agreement regarding your access to and use of these resources. If any provision of these Terms of Use or our Privacy Policy is unlawful, void or unenforceable, that provision will be severable from the remaining provisions and will not affect their validity and enforceability. The Covered Parties failure to enforce any provision on any occasion is not and should not be construed as a waiver of such provision.

These Terms of Use and our Privacy Policy are to be governed by and construed in accord with the laws of the State of Maryland, USA, without regard to choice of law principles, and U.S. federal and state courts located in the State of Maryland, USA, are the exclusive forum and have sole jurisdiction for any dispute.

The Covered Parties are committed to complying with U.S. copyright and related laws, and requires all customers and users of these resources to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements.

In the event that you claim to be the copyright owner of any content, you agree to immediately notify the Covered Parties of any claimed copyright infringement. You further agree to provide the Covered Parties copyright agent the following information as required by the DMCA, Title 17, U.S.C. § 512:

1. your physical or electronic signature or that of a person authorized to act on behalf of you, the purported owner of an exclusive right that is allegedly infringed;

2. identification of the copyright or work claimed to have been infringed, or a multiple copyrighted work at a single resource or covered by a single notification, or a representative list of such works at that resource;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;
5. a statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of you, the owner of an exclusive right that is allegedly infringed. The Covered Parties Copyright Agent for notice of claims of copyright infringement on or relating to these resources can be reached via the contact information at the end of these policies.

The Covered Parties will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the resource or (ii) disable access to the work(s). The Covered Parties will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to the Covered Parties, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to the Covered Parties. Upon the Covered Parties receipt of a counter notification that satisfies the DMCA requirements, the Covered Parties will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that the Covered Parties will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with the Covered Parties designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

All written material available on the Covered Parties' resources is protected by copyright law. All Rights Reserved.

DIGITAL COMMUNICATION

The Terms of Use below apply to any digital communication or resource from the covered parties, including Email, blogs, social media, electronic messaging, cellular communications, etc., and including all attachments, links, and related information. These Terms of Use and Privacy Policy set forth the conditions under which you may access and use these digital communications and resources. By accessing the digital communications, resources, and/or attachments, you agree to be bound by these Terms of Use and Privacy Policy then in effect and by all applicable law. If you do not agree with any of the Terms of Use or our Privacy Policy, you should not access or use these digital communications or resources for any purpose.

Breach of Confidentiality and Accidental Breach of Confidentiality: These digital communications, resources, and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are

addressed. If you have received this resource in error, please notify the primary point of contact listed below. This resource contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this digital communication or resource. Please notify the sender immediately if you have received this resource by mistake and delete this resource from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Transmission of Virus warning: Computer viruses can be transmitted via email and other digital communications. The recipient should check messages and any attachments for the presence of viruses. The covered parties accept no liability for any damage caused by any virus transmitted via electronic messaging. Email transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of digital transmission.

Negligent Misstatement: The covered parties accept no liability for the content of this digital communication, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Employer's Liability: Any views or opinions presented in this resource or digital communication are solely those of the author and do not necessarily represent those of the covered parties. Employees are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by digital or other communications. Any such communication is contrary to covered parties' policy and outside the scope of the employment. The covered parties will not accept any liability in respect of such communication, and the employee responsible will be personally liable for any damages or other liability arising.

General Disclaimers:

These digital communications and resources contain confidential information and are intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy these resources. Please notify the sender immediately if you have received this digital communication by mistake and delete it from your system. Digital communication transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this communication which arise as a result of digital transmission. If verification is required, please request a hard-copy version.

This digital communication and associated resources are confidential. They may also be privileged or otherwise protected by work-product immunity or other legal rules. If you have received it by mistake, please let us know and delete it from your system; you may not copy this communication or disclose its contents to anyone. Please send us by fax any message containing deadlines, as incoming emails are not screened for response deadlines. The integrity and security of this message cannot be guaranteed on the Internet.

This digital communication, resource, email, links, and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the primary point of contact listed below. Please note that any views or opinions presented in this resource is solely those of the author and do not necessarily represent those of the covered parties. Finally, the recipient should check this resource, message, or email and any attachments for the presence of viruses. The covered parties accept no liability for any damage caused by any virus transmitted by this resource.

This digital communication contains confidential information and is intended only for the addressed recipient. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately if you have received this communication by mistake and delete this message from your system. Finally, the recipient should check this digital communication and any attachments for the presence of viruses. The organization accepts no liability for any damage caused by any virus transmitted by this communication.

The covered parties accept no liability for the content of this digital communication, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this communication are solely those of the author and do not necessarily represent those of the covered parties. **WARNING:** Computer viruses can be transmitted via digital communication and access. The recipient should check this digital communication and any attachments for the presence of viruses. The covered parties accept no liability for any damage caused by any virus transmitted by this digital communication.

This digital communication contains confidential information and is intended solely for the recipient. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Digital transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The covered parties, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of digital transmission.

This digital communication is intended only for the recipient. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Primary Point of Contact:

Paul Houser

Address: 5230 Tiyana Ct.; Ellicott City, MD 21043

Phone: 301-613-3782

Fax: 206-208-6198

Email: prhouser@prhouser.com

Effective Date: April 1, 1996